

LEYDEN ROCK METROPOLITAN DISTRICT
SPECIAL MEETING

Via Teleconference

Tuesday, July 19, 2022 at 6:00 P.M.

<https://leydenrocklife.com/>

Scott J. Plummer, Secretary	Term to May 2023
Brett Vernon, President	Term to May 2023
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardita, Assistant Secretary	Term to May 2025
Tanis Batsel Stewart, Assistant Secretary	Term to May 2025

This meeting can be joined through the directions below:

Join Zoom Meeting

<https://us06web.zoom.us/j/89815878839?pwd=ckhmamsveThXMUZBU1gwdm5pbmxCQT09>

Meeting ID: 898 1587 8839

Passcode: 189576

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. Consent Agenda
 - a. Approval of Minutes from June 22, 2022 Special Meeting (**enclosure**)
 - b. Approval of Contract with Fantastic Facepainting for July 4, 2022 (**enclosure**)
 - c. Approval of Contract with Rock Solid Services, LLC d/b/a Big Sky Bounce for July 4, 2022 (**enclosure**)
 - d. Ratification of Independent Contractor Agreement with Keesen Landscape Management, Inc. for Watertrak Conversion & Grounding (**enclosure**)
 - e. Ratification of Work Order #85452 for Demonstration Garden with Keesen Landscape Management, Inc. (**enclosure**)
5. 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.
6. Committee Reports

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 16; September 20; October 18; November 15; December 20; at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

- a. Landscape Committee Report
- 7. Director Matters
- 8. Financial Matters
 - a. Consider Approval of Schedule of Cash Position (**enclosure**)
 - b. Establishment of Capital Reserve Fund
 - c. Consider Approval of Requisition No. 1 from General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
- 9. District Management Matters
 - a. District Manager Report (**enclosure**)
 - b. Consider Approval Amended and Restated Residential Improvement Guidelines and Site Restrictions (**enclosure**)
 - c. Discussion Regarding Maintenance Map Updates (**enclosure**)
 - d. Discussion Regarding Board Member Assignment for Project Support (**enclosure**)
 - e. Discussion Regarding Pool and Clubhouse Use Policy (**enclosure**)
 - f. Consider Appointment of Tribunal for Architectural Review Committee Appeal
 - g. Discussion Regarding Capital Projects (**enclosure**)
 - h. Other Management Matters
- 10. Legal Matters
 - a.
 - b. Discussion Regarding Clubhouse as a Voter Service and Polling Center from November 4-8 (**enclosure**)
 - c. Consider Approval of Independent Contractor Agreement with Buddy Holley CO d/b/a BHC Construction Services for Porter Services (**enclosure**)
 - d. Other Legal Matters
- 11. 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.
- 12. Executive Session – The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purposes of receiving legal advice as it relates to an Architectural Review Request for 18592 W. 87th Avenue and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators as it relates to an Architectural Review Request for 18592 W. 87th Avenue
- 13. Executive Session – The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purposes of receiving legal advice as it relates to the Agreement in the Nature of an Accord Concerning Infrastructure Acquisition and Reimbursement Agreements and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators as it relates to the Agreement in the Nature of an Accord Concerning Infrastructure Acquisition and Reimbursement Agreements (**enclosure**)

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 16; September 20; October 18; November 15; December 20; at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

14. Other Business

- a. Next Meeting August 16th at 6:00 p.m.

15. Adjourn

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 16; September 20; October 18; November 15; December 20; at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Wednesday, June 22, 2022 at 6:00 P.M. via
Teleconference

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
Christian Ardita
Tanis Batsel Stewart
Scott Plummer
Jeff Cunningham

Also present: Megan J. Murphy, Esq., and Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager and Katie Call, Operations Coordinator, and Christine Ahern, Lifestyle Coordinator, CCMC; and Alex Fink, CliftonLarsonAllen, LLP, District Accountant

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 with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain a quorum or to

otherwise enable the Board to act.

Agenda

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

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:

- Minutes from May 31, 2022 Special Meeting
- 2021 Annual Report
- Contract with Peak One Pool & Spa for Pool Heater
- Contract with Peak One pool & Spa for Pool Filter
- Work Order #84736 for Demonstration Garden with Keesen Landscape
- Work Order #84423 for Clubhouse Enhancements with Keesen Landscape
- Contract with Polynesian Party Planners Inc. for Movie Night

Public Comment

Mr. Hill noted that house fires often occur due to a fence catching fire and spreading. He inquired about metal fences and if this is something the Board has investigated. Director Cunningham noted the Board has not looked into metal fences. Director Ardita noted that additional space can be created behind fences that would decrease the chance of the fence igniting. Director Stewart noted that the fence around each individual property is the responsibility of the homeowner and the District responsibility is to the open space. Director Vernon noted most District fences are range fences that are made up of much less wood, which decreases the chance of fire spreading. Director Vernon noted this is not a project the Board is ready to move forward with at this time.

Ms. Johnson noted that her house backs up to the District's property. She inquired about the mowing. Mr. Smith stated that regular mowing is part of the contract.

Committee Reports

Landscape Committee Report

Director Stewart presented the Report to the Board. The demonstration garden has been completed. The Board thanks all volunteers for their help with the demonstration garden.

Director Matters None.

Financial Matters

Consider Approval of Schedule of Cash Position Mr. Fink presented the Schedule of Cash Position dated March 31, 2022 and updated as of June, 2022. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Schedule of Cash Position.

Claims Mr. Fink presented the Claims to the Board in the amount of \$83,814.96. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Claims.

Consider Adoption of 2021 Audit Mr. Fink presented the 2021 Audit to the Board. Director Vernon noted that the funds are invested in CSAFE due to the low expenses. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the audit subject to review by legal counsel, the auditor, Director Vernon, and Director Cunningham.

Establishment of Capital Reserve Fund Director Vernon noted that he would prefer a separate fund for Capital Reserve. Deferred to next meeting.

Consider Approval of Master Service Agreement with CliftonLarsonAllen, LLP Mr. Fink presented the Master Service Agreement to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Agreement.

District Management Matters

District Manager Report Mr. Smith presented the Report to the Board. Mr. Smith noted that the pool heater and the pool filter have been replaced. Director Plummer requested that if more pool improvements are needed in the future that the District bid out the work. Director Vernon agreed, noting that there was no time to bid out pool heater and the pool filter replacement.

The Board engaged in discussion regarding dead tree replacement. Deferred to August meeting.

Consider Adoption of Amended and Restated Residential Improvement Guidelines and Site Restrictions Mr. Smith presented the Amended and Restated Residential Improvement Guidelines and Site Restrictions regarding exterior paint to the Board. Mr. Smith noted that if the light reflectance value (“LRV”) was to be changed from 10-70, about 15% of the existing color palettes would be removed. The Board engaged in discussion regarding the color palettes. Director Plummer would not like to force homeowners to paint their house a certain color. Director Vernon contemplates removing palettes with LRV outside of 10-70 just for the body; accent colors can be outside the LRV. Director Cunningham would like to stay within the palettes. Directors Stewart, Plummer, and Ardita would consider going outside of the palettes. Deferred to next meeting.

Consider Approval of Rental Agreement for Leyden Rock Block Kit Ms. Ahern presented the Rental Agreement for Leyden Rock Block Kit to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Agreement as amended to reflect refundable deposits for residents at a rate of \$150 and non-residents at a rate of \$500, deposits are to be refunded within 48 hours of the event.

Discussion Regarding Capital Projects A community meeting will be held on June 25th and a survey will be released to the community on that day.

Mr. Smith presented Irrigation Controller Proposal. The proposal refers to upgrading the existing irrigation system to a smart irrigation system to reduce water usage. This project was publicly bid in the Denver Daily Journal on June 22, 2022. Following discussion, upon a motion duly made and seconded the Board unanimously approved the proposal subject to final review by Director Vernon.

Mr. Smith engaged in discussion with the Board regarding Splash Pads in the baby pool. Mr. Smith will work on proposals.

Discussion Regarding License Agreement with City of Arvada Ms. Murphy engaged in discussion with the Board regarding the License Agreement with City of Arvada. The City is willing to work with the District once the landscaping plans are finalized by the Board.

Discussion Regarding Updated Boundary Maps Ms. Call engaged in discussion with the Board regarding Updated Boundary Maps. She noted that she is working on updated

landscape and snow removal maps and will send to an engineer for finalization.

Other Management Matters Ms. Call noted that she has discovered a contractor to provide handyman services to the District. Ms. Ahern inquired about proposals for community members. Mr. Smith noted handyman services would be handled at time and material rate for the rest of this year.

Legal Matters

Consider Approval of Gate Maintenance and Indemnity Agreement Ms. Murphy presented the Gate Maintenance and Indemnity Agreement to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Agreement.

Consider Approval of Independent Contractor Agreement with The Helping Hand Ms. Murphy presented the Independent Contractor Agreement with The Helping Hand to the Board with an effective date of January 1, 2022. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Agreement.

Consider Approval of License Agreement with Allied Waste for Fence Installation Ms. Murphy presented the License Agreement with Allied Waste to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Agreement.

Other Legal Matters None.

Public Comment Ms. Johnson notes the Clubhouse Rental Agreement's insurance coverage and security requirements for those who wish to reserve the Clubhouse is cost prohibitive. Director Vernon stated this protects the asset of the community to require security and insurance. Ms. Johnson stated that the amount for this seems excessive.

Other Business None.

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.

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 19th day of July, 2022.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Fantastic Facepainting

Title of Agreement/Contract: Facepainting and Balloon Services for July 4, 2022

Agreement/Contract Date: June 30, 2022

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. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor’s signature below. Contractor’s violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment

eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

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) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) 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 ten (10) 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 Districts' 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.

District:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule



FANTASTIC FACEPAINTING

"Where our #1 goal is to help make your event a great success!"

4835 W. 127th Place • Broomfield • CO 80020 • info@fantastic-facepainting.com
Tel: (303) 910-8817 Fax: http://www.Fantastic-Facepainting.com

Performance Agreement

This is a Performance Agreement between FANTASTIC FACEPAINTING ("FF") and:

Christine Ahern
("Client")
17685 W 83rd Drive Arvada, CO 80007

Email: cahern@ccmcnet.com Web: http://www.leydenrocklife.com>

FF will provide services at the following time and location:

Jul 4, 2022 - Monday, 11:00am to 2:00pm
Leyden Rock 4th of July Event 17685 W 83rd Drive, in Arvada, CO, 80007

FF will provide:

Item	Rate
Professional, Insured Facepainter Artist: Yvonne	\$400.00
Professional, Insured Facepainter Artist: Lola	\$400.00
Balloon Twisting Artist: Isaiah	\$400.00
Baloon Twisting	\$400.00

Notes:

*Tipping: Okay to put out a tip jar.
Payment: Via check from CCMC
Set Up: Layden Rock will supply:
- Secure tent for shade and
- Two tables; one for the facepainters and one for the balloon twisters.*

Fee Info:

Client will provide a total of \$1,600.00 by Jul 4, 2022.

Payment Summary:
Total: \$1,600.00

PAYMENT OPTIONS

- 1) Please send payment to:
Fantastic Facepainting: 4835 W. 127th Place, Broomfield, CO 80020
- 2) Zelle: 303-910-8817

Agreement Terms

- 1) Client may be requesting a Professional, Insured artist for:
 - Full or Half face painting designs
 - Caricatures - Black and white, unless other specified
 - Balloon Twisting - Simple or complex designs depending on info from Event Information Form
 - Glitter Tattoos
 - Henna Artist

* Designs are for both boys and girls or adults, depending on info from the Event Information Form.
 - 2) Breaks: Bathroom breaks when needed.
 - 3) Limitations on Artwork (for facepainting): Artist will not paint on any part of the body that is not legal to expose, or anyplace she does not feel comfortable painting. Artist will not paint any design or wording that is obscene, offensive or defies good taste.
 - 4) Artist Cancellation Conditions: Artist has the right to cease working and leave without refunding any monies if there are extreme adverse weather conditions that make it unsafe for the artist to work.
 - 5) Customer Cancellation Conditions: If there is a cancellation of this contract at any time before the date of event, FANTASTIC FACEPAINTING shall be entitled to recover 50% of the fee set forth.
 - 6) Safety: For safety reasons, Artist will not paint children under 2 years old.
 - 7) Sanitary: For sanitary reasons, Artist will not paint anyone who is or appears to be sick or suffering from: cold sores; conjunctivitis; any infectious skin condition; eczema or open wounds. Artist will provide a Health and Safety Sign at every event.
 - 8) Temperature: If temperatures drop below 58 degrees, artist(s) will need to be moved to a heated building. If artist is working outside, the event host will need to provide tent coverage to be protected from sun exposure.
 - 9) Event host will provide secured and weighted shade coverage, on a flat surface, and a table for the artist.
 - 10) Payment will need to be made 3 days prior to the event date, unless you've made other arrangements with Fantastic Facepainting. If sending a check, please allow time for mailing so it arrives 3 days prior to the event.
- For payment, we accept
1. Checks made out to Fantastic Facepainting. Sent to:
Fantastic Facepainting
4835 W. 127th Place, Broomfield, CO 80020
 2. Venmo (@Sherri-MacLean-1 3. Zelle: 303-910-8817

Thank you so much for choosing Fantastic Facepainting for your event. Our #1 goal is to help make it a great success!

As agreed

_____	<u>Jun 29, 2022</u>	_____	_____
FANTASTIC FACEPAINTING	Date	Christine Ahern	Date

ID: 1236

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Leyden Rock Management District

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Copyright, ISO Properties, Inc., 2012

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Rock Solid Services, LLC d/b/a Big Sky Bounce
Title of Agreement/Contract: Inflatable Jump Unit Rental Services for July 4, 2022
Agreement/Contract Date: June 30, 2022

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. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor’s signature below. Contractor’s violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment

eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

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) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) 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 ten (10) 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 Districts' 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.

District:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule

BIG SKY BOUNCE

720-272-3673 ~ BigSkyBounce@comcast.net ~ WWW.BIGSKYBOUNCE.COM
1371 Colt Circle. Castle Rock, CO 80109

** RENTAL AGREEMENT/INVOICE **

RENTAL DATE:	7-4-22	RENTAL:	\$980
LESSOR:	Big Sky Bounce	DEL. SETUP:	\$50
LESSEE:	Leyden Rock	TAX:	
ADDRESS:	17685 W 83 rd , Arvada, CO 80007	DEPOSIT:	
		TOTAL DUE:	\$1030
		CC 3.5%	

license #

START TIME:	11	END TIME:	2	HOME #	720-765-4668- CHRISTINE AHERN
SIGNATURE:		ALT #			
DELIVERED BY:		GRASS:	X	PAVEMENT:	

30' OC (\$325)	G	Gen (\$125)		sandbags	G	G	G	G
Foam Party (\$350)								
Staff 2 x \$30 per hour		Setup will be at Lookout Park (NO STAKES!!) Sandbags only						

1. **EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT:** The Undersigned, as Lessee, hires from Big Sky Bounce, as Lessor, one jump unit, I.D. No: _____, Blower I.D. No: _____. The Rental Fee as stated above is payable in advance from the time of commencement, Start Time to End Time.
2. **DELIVERY:** To the street address specified above by Lessee (Customer). Lessee grants Lessor right to enter the property at the said street address ("Delivery Address") for the delivery and subsequent pick up of the JUMP unit at the specified time.
3. **TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the JUMP unit with respect to the Delivery Address is included in the Rental Fee noted above. In the event that the JUMP unit is not returned at the appointed time by Lessee to Lessor then a \$50.00 Transportation Fee shall be automatically imposed.
4. **GENERAL RULES TO FOLLOW DURING USE OF THE JUMP UNIT:**
 - a. Only compatible age groups and size shall play on the JUMP unit at the same time. The maximum number of riders of each group that should play in the JUMP unit at one time is:

Unit Size	Children 8 & Under	Children 9 To 12	Older Teens	Adults
10 X 10	5 6	NONE	NONE	NONE
13 X 13	8	5 6	3 4	3
15 X 15	10	6 - 8	4 - 5	4

- b. All riders **MUST REMOVE SHOES** before playing in the JUMP unit.
- c. To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED.**
- d. Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the JUMP unit. If upon pick up, such cleaning is required then a \$50.00 cleaning fee shall be automatically imposed.

DO NOT MOVE the JUMP unit from the place where it was installed. If the JUMP unit moves, pull the corner back to its original location of installation.

By my signature, I accept the terms of this Rental Agreement.

Lessee:



Independent Contractor Status Form

According to the Colorado Department of Labor and Employment a person is an independent contractor if both of the following statements are true.

- The person is free from the business' control and direction over how the service is performed AND
- The person is customarily engaged in an independent trade, occupation, profession or business related to the service being performed.

If a person is recognized as an independent contractor they can elect to exempt themselves from Workers' Compensation coverage. However if an independent contractor has hired employees, the independent contractor is responsible for providing Worker's Compensation insurance for those employees. It is important for your district to verify insurance coverage by requesting a certificate of insurance from the contractor's insurance company. Notification of any changes in coverage may also be requested of the insurer. If the contractor does not have Workers' Compensation insurance for its employees throughout the duration of the work being done for the district, the district that hired the contractor can be held responsible for the Workers' Compensation insurance for the contractor's employees.

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Rock Solid Services
performing (type of work) Franchise Rentals
Federal Employer Identification Number: 20-4402496
Address: 1371 Cott Circle East Rock CO 80109

Is an independent contractor (IC) and is not an employee of the following district: Leyden Rock Metropolitan District

Address: _____ Coverage #: _____ Phone: _____

1. The Independent Contractor Understands by signing this agreement that he/she:

- Will not be entitled to any Workers' Compensation benefits in the event of an injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the district.
- Is required to provide Workers' Compensation insurance for all workers that he/she hires.



Signature of Independent Contractor

3/7/22

Date

For more information regarding Independent Contractors please visit the Colorado Department of Labor & Employment website at <http://www.coworkforce.com/dwc/whatis/EmployerWhatIs.asp>

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <p style="text-align: center; font-size: 1.2em;">Rock Solid Services</p>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <p style="text-align: center; font-size: 1.2em;">1371 Colt Circle</p>	Requester's name and address (optional)
6 City, state, and ZIP code <p style="text-align: center; font-size: 1.2em;">Castle Rock CO 80109</p>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number
	<div style="border: 1px solid black; padding: 5px; width: 100%; text-align: center;"> [] - [] - [] [] [] [] </div>
	or Employer identification number
	20-4402496

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 3/7/22
-----------	--------------------------	--

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**INDEPENDENT CONTRACTOR AGREEMENT
WEATHERTRAK CONVERSION & GROUNDING**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 30th day of June, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and KEESEN LANDSCAPE MANAGEMENT, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional 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 and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. 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. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of June 30, 2022 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) midnight on December 31, 2022.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be 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 in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. 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. The District shall not be obligated to secure, and shall 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, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel

furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with

the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. 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 District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, 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, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, 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 workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any

personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

23. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

24. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, 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.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

25. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

26. 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 Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or

interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

27. 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 Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

28. 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 to the preparation of this Agreement.

29. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. 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.

30. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

31. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

32. 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. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute

final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. 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.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include

the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

33. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

34. 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.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. 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.

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

Brett Vernon

Officer of the District

ATTEST:

Scott J Plummer

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Megan G. Murphy

General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for WeatherTrak Conversion
& Grounding with Keesen Landscape Management, Inc., dated June 30, 2022***

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Contractor shall provide the following services to the District:

WeatherTrak Conversion and Grounding \$124,750.00

Removal and replacement of twenty-six (26) controllers throughout the District with WeatherTrak Controllers, including addition of field grounding plates to three (3) WeatherTrak 2-wire controllers. Services include all parts and labor, programing, and adjustments of the WeatherTrak Controllers.

Additional services for irrigation repairs and modifications may be provided on a time and materials basis at the rate of \$75.00 per hour.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Keesen Landscape Management, Inc.

is a

Corporation

formed or registered on 03/01/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871239198 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/28/2022 that have been posted, and by documents delivered to this office electronically through 06/29/2022 @ 13:18:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/29/2022 @ 13:18:45 in accordance with applicable law. This certificate is assigned Confirmation Number 14129075 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/bic/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names", and select "Frequently Asked Questions."

The attached Work Order #85452 to Independent Contractor Agreement for Landscape Maintenance Services with Leyden Rock Metropolitan District dated October 4, 2021 (the "Agreement"). The Parties agree that all terms and conditions of the Agreement apply to the Description of Work to be Performed set forth in the Work Order.

DISTRICT:

Authorized Signor

CONTRACTOR:

Authorized Signor

Date



3355 South Umatilla Street
Englewood, CO 80110

Phone: 303.761.0444
Fax: 303.761.3466
service@keesenlandscape.com

INVOICE BRO 189710
INVOICE DATE 06/14/2022

BILL TO
Leyden Rock Metropolitan District
c/o CCMC
10700 Prairie Lakes Drive
Eden Prairie, MN 55344-3858

Phone:

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

INVOICE	TERMS	ACCOUNT OWNER
06/14/2022	Net 30	Jeremiah Oldham
DESCRIPTION		PRICE
<i>Garden plot squeegee and pea gravel</i>		\$5,523.81
		\$5,523.81
Sales Tax (.00%)		\$0.00
Thank you for your business!		
INVOICE GRAND TOTAL		\$5,523.81

Please See Our
Updated Remittance
Information

Remit to Address:
Keesen Landscape Management Inc
PO Box 200297
Dallas, TX 75320-0297

ACH Account Information:
Bank Name: Wells Fargo Bank N.A.
Routing Number: 121000248
Account Number: 4945944635
Remittance Information:
AR@keesenlandscape.com

Commercial applicators are licensed by the Colorado Department of Agriculture.



June 10, 2022

WORK ORDER #85452

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 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

Garden plot squeegee and pea gravel

Sale	\$5,523.81
Sales Tax	\$0.00
Total	\$5,523.81

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Garden plot squeegee and pea gravel	\$0.00	\$5,523.81
Installation of 23 tons of squeegee and 4 tons of pea gravel		
	\$0.00	\$5,523.81

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By JO
Jeremiah Oldham

By _____

Date 6/10/2022

Date _____

**Keesen Landscape Management,
Inc.**

LEYDEN ROCK
METROPOLITAN DISTRICT

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$75.00 per man hour.

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
March 31, 2022
Updated as of July 13, 2022

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 03/31/22	\$ 292,340.50	\$ -	\$ -	\$ -	\$ 292,340.50
Subsequent activities:					
4/06/2022 Vouchers Payable (1240-1242)	(18,076.10)	-	-	-	(18,076.10)
4/13/2022 Transfer to CIT Bank	(279,408.00)	-	-	-	(279,408.00)
4/20/2022 Transfer from CSAFE	15,000.00	-	-	-	15,000.00
4/27/2022 Transfer from CSAFE	27,000.00	-	-	-	27,000.00
5/26/2022 Transfer from CSAFE	65,000.00	-	-	-	65,000.00
6/02/2022 Transfer from CSAFE	324,689.00	-	-	-	324,689.00
6/03/2022 Transfer to CIT Bank	(324,689.00)	-	-	-	(324,689.00)
6/21/2022 Bill.com Payments	(83,814.96)	-	-	-	(83,814.96)
Anticipated activities:					
Anticipated Requisition No. 1	-	-	-	14,575.00	14,575.00
Anticipated Bill.com payable	(19,675.15)	-	-	(14,575.00)	(34,250.15)
Anticipated Transfer from CSAFE	40,000.00	-	-	-	40,000.00
Anticipated Balance	\$ 38,366.29	\$ -	\$ -	\$ -	\$ 38,366.29
<u>CSAFE</u>					
Balance as of 03/31/22	\$ 493,372.48	\$ -	\$ -	\$ -	\$ 493,372.48
Subsequent activities:					
4/10/2022 Property/SO tax	47,544.76	70,366.18	-	-	117,910.94
4/20/2022 Pledged Revenue Transfer	-	(70,366.18)	-	-	(70,366.18)
4/20/2022 Transfer to 1st Bank	(15,000.00)	-	-	-	(15,000.00)
4/27/2022 Transfer to 1st Bank	(27,000.00)	-	-	-	(27,000.00)
4/30/2022 Interest Income	189.82	-	-	-	189.82
5/10/2022 Property/SO tax	73,292.09	108,472.23	-	-	181,764.32
5/16/2022 Pledged Revenue Transfer	-	(108,472.23)	-	-	(108,472.23)
5/26/2022 Transfer to 1st Bank	(65,000.00)	-	-	-	(65,000.00)
5/31/2022 Interest Income	375.99	-	-	-	375.99
6/02/2022 Transfer to 1st Bank	(324,689.00)	-	-	-	(324,689.00)
6/10/2022 Property/SO tax	98,787.36	146,205.19	-	-	244,992.55
6/15/2022 Pledged Revenue Transfer	-	(146,205.19)	-	-	(146,205.19)
6/30/2022 Interest Income	277.28	-	-	-	277.28
7/10/2022 Property/SO tax	606,298.27	897,320.85	-	-	1,503,619.12
Anticipated activities:					
Anticipated transfer to 1st Bank	(40,000.00)	-	-	-	(40,000.00)
Anticipated transfer to UMB - 2021 Bond Fund	-	(897,320.85)	-	-	(897,320.85)
Anticipated Balance	\$ 848,449.05	\$ -	\$ -	\$ -	\$ 848,449.05
<u>CCMC - Total Cash</u>					
Balance as of 03/31/22	\$ -	\$ -	\$ 102,517.06	\$ -	\$ 102,517.06
Subsequent activities:					
4/13/2022 Transfer from First Bank	-	-	279,408.00	-	279,408.00
6/03/2022 Transfer from First Bank	-	-	324,689.00	-	324,689.00
6/30/2022 CCMC Q2 2022 Activity	-	-	(350,749.60)	-	(350,749.60)
Anticipated Balance	\$ -	\$ -	\$ 355,864.46	\$ -	\$ 355,864.46
<u>UMB - 2021 Bond Fund</u>					
Balance as of 03/31/22	\$ -	\$ 1,175,820.77	\$ -	\$ -	\$ 1,175,820.77
Subsequent activities:					
4/20/2022 Pledged Revenue Transfer	-	70,366.18	-	-	70,366.18
4/30/2022 Interest Income	-	38.29	-	-	38.29
5/16/2022 Pledged Revenue Transfer	-	108,472.23	-	-	108,472.23
5/31/2022 Interest Income	-	283.58	-	-	283.58
6/01/2022 Debt Service Payment	-	(888,925.00)	-	-	(888,925.00)
6/15/2022 Transfer from CSAFE	-	146,205.19	-	-	146,205.19
6/30/2022 Interest Income	-	695.44	-	-	695.44
Anticipated activities:					
Anticipated transfer from CSAFE	-	897,320.85	-	-	897,320.85
Anticipated Balance	\$ -	\$ 1,510,277.53	\$ -	\$ -	\$ 1,510,277.53
<u>UMB - 2021 Project Fund</u>					
Balance as of 03/31/22	\$ -	\$ -	\$ -	\$ 7,382,840.07	\$ 7,382,840.07
Subsequent activities:					
4/30/2022 Interest Income	-	-	-	843.76	843.76
5/31/2022 Interest Income	-	-	-	1,756.48	1,756.48
6/30/2022 Interest Income	-	-	-	3,928.88	3,928.88
Anticipated activities:					
Anticipated Requisition No. 1	-	-	-	(14,575.00)	(14,575.00)
Anticipated Balance	\$ -	\$ -	\$ -	\$ 7,389,369.19	\$ 7,389,369.19
Anticipated Balances	\$ 886,815.34	\$ 1,510,277.53	\$ 355,864.46	\$ 7,389,369.19	\$ 10,142,326.52

Yield information (as of 06/30/22):

CSAFE - 1.17%

UMB invested in Golman Sachs Govt Fund - 1.35%

Leyden Rock Metropolitan District
Interim Claims - 4/22/22 - 7/12/22

Process Date	Vendor	Invoice Number	Amount
6/21/2022	CliftonLarsonAllen, LLP	Multiple	(11,534.62)
6/21/2022	The Architerra Group, Inc.	Multiple	(15,737.07)
6/21/2022	White, Bear & Ankele PC	Multiple	(55,503.27)
6/21/2022	Winzenburg, Leff, Purvis & Payne, LLP	Multiple	(1,040.00)
			<u>(83,814.96)</u>

LEYDEN ROCK METROPOLITAN DISTRICT
Property Taxes Reconciliation
2022

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 19,777.54	\$ -	\$ 23,656.51	\$ -	\$ (296.66)	\$ 43,137.39	0.53%	0.53%	\$ 75,633.62	1.58%	1.58%
February	1,690,971.13	-	20,972.79	-	(25,364.57)	1,686,579.35	45.35%	45.88%	402,898.43	10.87%	12.45%
March	97,484.40	(476.80)	22,337.11	21.67	(1,455.44)	117,910.94	2.60%	48.48%	1,292,180.21	36.28%	48.73%
April	164,987.02	-	19,217.07	35.57	(2,475.34)	181,764.32	4.43%	52.91%	212,946.97	5.47%	54.20%
May	227,246.71	-	21,000.08	156.81	(3,411.05)	244,992.55	6.09%	59.00%	305,688.22	8.17%	62.36%
June	1,508,277.26	-	17,859.75	107.89	(22,625.78)	1,503,619.12	40.45%	99.46%	1,282,679.37	36.70%	99.06%
July	-	-	-	-	-	-	0.00%	99.46%	60,724.23	0.41%	99.47%
August	-	-	-	-	-	-	0.00%	99.46%	30,941.70	0.15%	99.62%
September	-	-	-	-	-	-	0.00%	99.46%	31,798.01	0.17%	99.79%
October	-	-	-	-	-	-	0.00%	99.46%	23,717.37	0.00%	99.79%
November	-	-	-	-	-	-	0.00%	99.46%	29,364.86	0.15%	99.95%
December	-	-	-	-	-	-	0.00%	99.46%	16,925.31	0.00%	99.95%
Total	\$ 3,708,744.06	\$ (476.80)	\$ 125,043.31	\$ 321.94	\$ (55,628.84)	\$ 3,778,003.67	99.46%	99.46%	\$ 3,765,498.30	99.95%	99.95%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

Property Tax

General Fund	25.000	\$ 1,503,431.00	40.32%	\$ 1,495,269.41	99.46%
Debt Service Fund	37.000	2,225,077.00	59.68%	2,212,997.85	99.46%
Total	62.000	\$ 3,728,508.00	100.00%	\$ 3,708,267.26	99.46%

Specific Ownership Tax

General Fund	\$ 105,240.00	40.32%	\$ 50,420.73	47.91%
Debt Service Fund	155,755.00	59.68%	74,622.58	47.91%
Total	\$ 260,995.00	100.00%	\$ 125,043.31	47.91%

Treasurer's Fees

General Fund	\$ 22,551.00	40.32%	\$ 22,430.78	99.47%
Debt Service Fund	33,376.00	59.68%	33,198.06	99.47%
Total	\$ 55,927.00	100.00%	\$ 55,628.84	99.47%

EXHIBIT B
TO
INDENTURE OF TRUST
(Form of Project Fund Requisition)

Requisition No. 1

LEYDEN ROCK METROPOLITAN DISTRICT
INDENTURE OF TRUST
DATED OCTOBER 22, 2021
GENERAL OBLIGATION (LIMITED TAX CONVERTIBLE TO UNLIMITED TAX)
REFUNDING AND IMPROVEMENT BONDS, SERIES 2021

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$14,575.00.

2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

Leyden Rock Metropolitan District

3. Payment is due to the above person for (describe nature of the obligation):

Payment of capital invoices

4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions):

See attached wire instructions

5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

6. With respect to this requested disbursement, the District (i) certifies it has reviewed any wire instructions set forth in this requisition to confirm such wire instructions are accurate, (ii) to the extent permitted by law and without waiting any rights or privileges under the Colorado Governmental Immunity Act, as may be amended, agrees to indemnify and hold harmless the Trustee from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement in accordance with this requisition, and (iii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of July, 2022.

District Representative



MEMORANDUM

To: Board of Directors
From: Ben Smith, District Manager
Date: July 19, 2022
Re: District Manager Report

All continues to go well at Leyden Rock. The District is extremely fortunate to have the likes of Katie and Christine providing exceptional service on a daily basis.

Pool Update

All is going well at the pool. The temperature is holding steady in the low 80s.

Landscape Update

We continue to work with Keesen to learn about the community and fine-tune our approach to maintaining the different parts of the district. This includes mow bands, fence lines, turf maintenance standards, etc. They are still doing a great job for us and Jeremy, our Account Manager, has been fantastic.

Keesen will be providing proposals for 2023 Landscape and Snow Removal Services. They also have a holiday lighting department that we could tap into.

Fence Staining Project

I met with Commercial Fence and have created a map of outstanding/subpar work. They will be sending a crew out to address the issues. Once those areas are taken care of, I will release final payment.

2023 Budget Season

We are at the very beginning of the budgeting process and have started discussions to begin receiving proposals for 2023 contracts. Trash, pet waste stations, and sediment testing have all come in at the same price as 2022.

**RESIDENTIAL
IMPROVEMENT GUIDELINES
AND SITE RESTRICTIONS FOR**

**LEYDEN ROCK
METROPOLITAN DISTRICT**

REVISED ~~SEPTEMBER 9, 2019~~ JULY 2022

TABLE OF CONTENTS

Table of Contents

1	INTRODUCTION	1
1.1	Basis for Guidelines.....	1
1.2	Definitions	1
1.3	Contents of Guidelines	2
1.4	Architectural Review Committee or Representative	2
1.5	ARC Contact Information.....	2
1.6	Effect of Covenants	2
1.7	Effect of Governmental and Other Regulations.....	2
1.8	Interference with Utilities	3
1.9	Goal of Guidelines.....	3
2	PROCEDURES FOR ARC APPROVAL	3
2.1	General	3
2.2	Drawings or Plans.....	4
2.3	Submission of Drawings and Plans	5
2.4	Action by ARC	5
2.5	Revisions and Additions to Approved Plans	6
2.6	Completion of Work.....	6
2.7	Notice of Completion	6
2.8	Inspection of Work	6
2.9	Notice of Non-Compliance.....	7
2.10	Correction of Non-Compliance	7
2.11	Amendment	7
2.12	Questions.....	7
3	SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS	8
3.1	General	8
3.1.1	Variances	8
3.1.2	No Unsightliness.....	8
3.1.3	Waivers; No Precedent	8
3.1.4	Liability	9
3.2	Accessory Buildings	9
3.3	Additions and Expansions	10
3.4	Address Numbers.....	10

3.5	Air Conditioning Equipment	10
3.6	Antennae/Satellite Dishes	11
3.6.1	General Provisions.....	11
3.6.2	Installation of Antennae/Satellite Dishes.....	12
3.7	Artificial Turf.....	12
3.8	Awnings.....	13
3.9	Backyard Sport Pads.....	13
3.10	Balconies	13
3.11	Barbecue/Gas Grills.....	14
3.12	Basketball Backboards.....	14
3.13	Birdbaths.....	14
3.14	Birdhouses and Bird Feeders	15
3.15	Carports	15
3.16	Clothes Lines and Hangers	15
3.17	Cloth or Canvas Overhangs	15
3.18	Decks	15
3.19	Dog Houses.....	16
3.20	Dog Runs	16
3.21	Doors	17
3.22	Drainage	17
3.23	Driveways.....	17
3.24	Evaporative Coolers.....	18
3.25	Exterior Lighting	18
3.26	Fences	18
3.26.2	Theme Fencing	18
3.26.3	Fence Designs.....	19
3.26.4	Maintenance/Staining	19
3.26.5	Additional Fence Requirements.....	19
3.26.6	Prior Approved Fencing	20
3.26.7	Pet Fencing	20
3.27	Fire Pits.....	20
3.28	Firewood Storage.....	20
3.29	Flags/Flagpoles.....	21
3.30	Gardens – Flower or Vegetable	22
3.31	Gazebos	22

3.32	Grading and Grade Changes	22
3.33	Greenhouses.....	22
3.34	Hanging of Clothes	22
3.35	Hot Tubs and Jacuzzis	22
3.36	Kennels.....	23
3.37	Landscaping.....	23
3.38	Lights and Lighting	24
3.39	Ornaments/Art - Landscape/Yard.....	26
3.40	Overhangs/Sunshades/Awnings- Cloth or Canvas	26
3.41	Painting.....	26
3.42	Patio Covers.....	31
3.43	Patios - Enclosed.....	31
3.44	Patios - Open	31
3.45	Paving	32
3.46	Pipes	32
3.47	Play Structures and Equipment.....	32
3.48	Playhouses	32
3.49	Poles	33
3.50	Ponds and Water Features.....	33
3.51	Pools	33
3.52	Radio Antennae	33
3.53	Radon Mitigation Systems.....	33
3.54	Roofing Materials.....	34
3.55	Rooftop Equipment.....	34
3.56	Satellite Dishes	34
3.57	Saunas	34
3.58	Screen Doors.....	34
3.59	Seasonal Decorations.....	34
3.60	Security Devices	34
3.61	Sheds	35
3.62	Shutters - Exterior.....	35
3.63	Siding	35
3.64	Signs	35
3.65	Solar Energy Devices	36
3.66	Spas	36

3.67 Statues or Fountains.....	36
3.68 Storage Sheds	37
3.69 Sunshades	37
3.70 Swamp Coolers.....	37
3.71 Swing Sets	37
3.72 Television Antennae	37
3.73 Tree Houses	37
3.74 Vanes	37
3.75 Vents	37
3.76 Walls	38
3.77 Walls, Retaining	38
3.78 Weather Vanes and Directionals	38
3.79 Wind Electric Generators.....	38
3.80 Windows Replacement	38
3.81 Windows: Tinting, Security Bars, Well Covers, etc.	38
3.82 Work Involving Metropolitan District Property.....	39
3.83 Xeriscape	39
EXHIBIT A DISTRICT FENCE SPECIFICATION.....	41
EXHIBIT B LANDSCAPE REQUIREMENTS	44
EXHIBIT C LEYDEN ROCK LOT SIZE MAP	51
1 INTRODUCTION.....	1
1.1 Basis for Guidelines.....	1
1.2 Definitions	1
1.3 Contents of Guidelines	1
1.4 Architectural Review Committee or Representative	1
1.5 ARC Contact Information	1
1.6 Effect of Covenants	2
1.7 Effect of Governmental and Other Regulations	2
1.8 Interference with Utilities.....	2
1.9 Goal of Guidelines.....	2
2 PROCEDURES FOR ARC APPROVAL.....	3
2.1 General	3
2.2 Drawings or Plans.....	3
2.3 Submission of Drawings and Plans	4
2.4 Action by ARC	4

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

<u>2.5</u>	<u>Revisions and Additions to Approved Plans</u>	<u>5</u>
<u>2.6</u>	<u>Completion of Work</u>	<u>5</u>
<u>2.7</u>	<u>Notice of Completion</u>	<u>5</u>
<u>2.8</u>	<u>Inspection of Work</u>	<u>5</u>
<u>2.9</u>	<u>Notice of Non-Compliance</u>	<u>5</u>
<u>2.10</u>	<u>Correction of Non-Compliance</u>	<u>6</u>
<u>2.11</u>	<u>Amendment</u>	<u>6</u>
<u>2.12</u>	<u>Questions</u>	<u>6</u>
<u>3</u>	<u>SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS</u>	<u>6</u>
<u>3.1</u>	<u>General</u>	<u>6</u>
<u>3.1.1</u>	<u>Variances</u>	<u>7</u>
<u>3.1.2</u>	<u>No Unsightliness</u>	<u>7</u>
<u>3.1.3</u>	<u>Waivers; No Precedent</u>	<u>7</u>
<u>3.1.4</u>	<u>Liability</u>	<u>7</u>
<u>3.2</u>	<u>Accessory Buildings</u>	<u>7</u>
<u>3.3</u>	<u>Additions and Expansions</u>	<u>8</u>
<u>3.4</u>	<u>Address Numbers</u>	<u>8</u>
<u>3.5</u>	<u>Air Conditioning Equipment</u>	<u>8</u>
<u>3.6</u>	<u>Antennae/Satellite Dishes</u>	<u>9</u>
<u>3.6.1</u>	<u>General Provisions</u>	<u>9</u>
<u>3.6.2</u>	<u>Installation of Antennae/Satellite Dishes</u>	<u>10</u>
<u>3.7</u>	<u>Artificial Turf</u>	<u>10</u>
<u>3.8</u>	<u>Awnings</u>	<u>10</u>
<u>3.9</u>	<u>Backyard Sport Pads</u>	<u>10</u>
<u>3.10</u>	<u>Balconies</u>	<u>10</u>
<u>3.11</u>	<u>Barbecue/Gas Grills</u>	<u>10</u>
<u>3.12</u>	<u>Basketball Backboards</u>	<u>11</u>
<u>3.13</u>	<u>Birdbaths</u>	<u>11</u>
<u>3.14</u>	<u>Birdhouses and Bird Feeders</u>	<u>11</u>
<u>3.15</u>	<u>Carports</u>	<u>11</u>
<u>3.16</u>	<u>Clothes Lines and Hangers</u>	<u>11</u>
<u>3.17</u>	<u>Cloth or Canvas Overhangs</u>	<u>12</u>
<u>3.18</u>	<u>Decks</u>	<u>12</u>
<u>3.19</u>	<u>Dog Houses</u>	<u>12</u>
<u>3.20</u>	<u>Dog Runs</u>	<u>13</u>

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

3.21 Doors	13
3.22 Drainage	13
3.23 Driveways	13
3.24 Evaporative Coolers	14
3.25 Exterior Lighting	14
3.26 Fences	14
3.25.2 Theme Fencing	14
3.25.3 Fence Designs	14
3.25.4 Maintenance/Staining	15
3.25.5 Additional Fence Requirements	15
3.25.6 Prior Approved Fencing	15
3.25.7 Pet Fencing	16
3.27 Fire Pits	16
3.28 Firewood Storage	16
3.29 Flags/Flagpoles	16
3.30 Gardens Flower or Vegetable	17
3.31 Gazebos	17
3.32 Grading and Grade Changes	17
3.33 Greenhouses	17
3.34 Hanging of Clothes	17
3.35 Hot Tubs and Jacuzzis	17
3.36 Kennels	17
3.37 Landscaping	18
3.38 Lights and Lighting	18
3.39 Ornaments/Art Landscape/Yard	20
3.40 Overhangs/Sunshades/Awnings Cloth or Canvas	20
3.41 Painting	20
3.42 Patio Covers	21
3.43 Patios Enclosed	21
3.44 Patios Open	21
3.45 Paving	21
3.46 Pipes	22
3.47 Play Structures and Sports Equipment	22
3.48 Playhouses	22
3.49 Poles	22

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

<u>3.50 Ponds and Water Features</u>	<u>22</u>
<u>3.51 Pools</u>	<u>23</u>
<u>3.52 Radio Antennae</u>	<u>23</u>
<u>3.53 Radon Mitigation Systems</u>	<u>23</u>
<u>3.54 Roofing Materials</u>	<u>23</u>
<u>3.55 Rooftop Equipment</u>	<u>23</u>
<u>3.56 Satellite Dishes</u>	<u>23</u>
<u>3.57 Saunas</u>	<u>24</u>
<u>3.58 Screen Doors</u>	<u>24</u>
<u>3.59 Seasonal Decorations</u>	<u>24</u>
<u>3.60 Security Devices</u>	<u>24</u>
<u>3.61 Sheds</u>	<u>24</u>
<u>3.62 Shutters Exterior</u>	<u>24</u>
<u>3.63 Siding</u>	<u>24</u>
<u>3.64 Signs</u>	<u>24</u>
<u>3.65 Solar Energy Devices</u>	<u>25</u>
<u>3.66 Spas</u>	<u>25</u>
<u>3.67 Statues or Fountains</u>	<u>25</u>
<u>3.68 Storage Sheds</u>	<u>25</u>
<u>3.69 Sunshades</u>	<u>25</u>
<u>3.70 Swamp Coolers</u>	<u>26</u>
<u>3.71 Swing Sets</u>	<u>26</u>
<u>3.72 Television Antennae</u>	<u>26</u>
<u>3.73 Tree Houses</u>	<u>26</u>
<u>3.74 Vanes</u>	<u>26</u>
<u>3.75 Vents</u>	<u>26</u>
<u>3.76 Walls</u>	<u>26</u>
<u>3.77 Walls, Retaining</u>	<u>26</u>
<u>3.78 Weather Vanes and Directionals</u>	<u>26</u>
<u>3.79 Wind Electric Generators</u>	<u>27</u>
<u>3.80 Windows Replacement</u>	<u>27</u>
<u>3.81 Windows: Tinting, Security Bars, Well Covers, etc.</u>	<u>27</u>
<u>3.82 Work Involving District Property</u>	<u>27</u>
<u>3.83 Xeriscape</u>	<u>27</u>
<u>EXHIBIT A DISTRICT FENCE SPECIFICATION</u>	<u>29</u>

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

EXHIBIT B LANDSCAPE REQUIREMENTS.....32
EXHIBIT C LEYDEN ROCK LOT SIZE MAP.....38

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

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 Statues).

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.

Formatted: Right: 1.38"

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Normal, Indent: Left: 1.25", Right: 0.68"

Formatted

Formatted

Formatted

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

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>
CCMC 17865 W. 83 rd Drive Arvada, CO 80007	(303) 423-0270	Error! Hyperlink reference not valid. Error! Hyperlink reference not valid. <u>WEBSITE FROM</u> <u>BENleydenrocklife.com</u>

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 preservethe 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 tothe rest of the Community. A spirit of cooperation with the ARC and neighbors will gofar 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, 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 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 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

Formatted: Indent: Left: 1.19"

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

Formatted: Indent: Left: 1.44", Hanging: 0.25"

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

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.

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

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.

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

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

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

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.

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, No underline

Formatted: Font: 12 pt

3-93.8 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.

3-93.9 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 Basketball Backboards

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.

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.

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

3.123.13 Birdbaths

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

Formatted: Font: 12 pt

Formatted: Indent: Left: 1.25"

Formatted: Font: 11.5 pt

Formatted: Indent: Left: 1.25"

Formatted: Indent: Left: 1.25"

Formatted: Normal, Left, Indent: Left: 1.25", Right: 0"

Formatted: Indent: Left: 1.25"

See Section 3.6667, 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 complying with all applicable building codes and regulations.~~

The deck should be located so as not to create an unreasonable level of

Formatted: Right: 0.74"

noise for adjacent property Owners. Decks shall be set back at least 8 feet from the rear property line and atleast 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 **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 ~~insure~~ ensure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. 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 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

- Formatted: Font: 12 pt
- Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"
- Formatted: Justified, Indent: Left: 1.25", Right: 0.68"
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Normal, Indent: Left: 1.25", Right: 0.68"
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt

~~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.~~

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

3.233.24 **Evaporative Coolers**

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

Formatted: Normal, Justified, Indent: Left: 1.25", Right: 0.68", Space Before: 0 pt

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

3.243.25 **Exterior Lighting**

See Section 3.378, Lights and Lighting.

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

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.

Formatted: Indent: Left: 0.69", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Font: 12 pt, Bold

Formatted: Normal, Indent: Left: 1.19", No bullets or numbering

3.25.2 3.26.2 **Theme Fencing**

(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)

Formatted: Indent: Left: 1.19", No bullets or numbering

A. Arterial/Perimeter Fencing (along major roadways): No change in this fencing is permitted without approval of the ARC.

Formatted: Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.69" + Indent at: 1.94"

B. Non-Arterial Fencing: Open fence that is adjacent to or abuts open space shall not be changed.

Formatted: Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.69" + Indent at: 1.94"

3.25.3 3.26.3 Fence Designs

Formatted: Indent: Left: 1.19", No bullets or numbering

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**.

Formatted: Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.69" + Indent at: 1.94"

B. Double fencing of property lines is not permitted.

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.69" + Indent at: 1.94"

C. Wire mesh fencing may, upon approval of the ARC, be installed on the inside of the fence for pet security.

Formatted: Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.69" + Indent at: 1.94"

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.

Formatted: Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.69" + Indent at: 1.94"

3.25.43.26.4 Maintenance/Staining

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 4 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

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.

Formatted: Highlight

MD maintains exterior of fences including staining, homeowner can do interior staining.

Formatted: Highlight

3.25.53.26.5 Additional Fence Requirements

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 4 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

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

Formatted: Indent: Left: 1.44", Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.79" + Indent at: 2.04"

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

Formatted: Indent: Left: 1.44", Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.79" + Indent at: 2.04"

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

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.

Formatted: Indent: Left: 1.69", No bullets or numbering

Formatted: Indent: Left: 1.44", Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.79" + Indent at: 2.04"

Formatted: Indent: Left: 1.44", Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.79" + Indent at: 2.04"

Formatted: Indent: Left: 1.44", Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.79" + Indent at: 2.04"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 4 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

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. 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.

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

D.

Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Units. Flags may not display profanity or promote hate groups. 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.~~

E.

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

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Font: Bold

Formatted: Indent: Left: 1.69", No bullets or numbering

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: List Paragraph, Justified, Right: 0.74", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09", Tab stops: 1.7", Left

Formatted: Font: Bold

Formatted: Indent: Left: 1.69", No bullets or numbering

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 1.17", Hanging: 0.4", Right: 0", No bullets or numbering, Tab stops: Not at 1.7"

Formatted: Font: Bold

Formatted: Indent: Left: 1.69", No bullets or numbering

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

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.

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.

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Justified

Formatted: Justified, Right: 0"

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.

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Font: 12 pt, Not Bold

Formatted: Justified, Indent: Left: 1.19"

Formatted: Font: 12 pt

Formatted: Normal, Indent: Left: 1.19", Right: 0", Space Before: 0 pt

3.313.32 Grading and Grade Changes

See Section 3.2422, Drainage.

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

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.

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

3.333.34 Hanging of Clothes

See Section 3.4516, Clothes Lines and Hangers.

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

3.343.35 Hot Tubs and Jacuzzis

Approval is required. Hot tubs and Jacuzzis must be an integral part of the deck or patio area and of the rear yard landscaping, and be installed in such a way that it is not immediately visible to adjacent property Owners and that it does not create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

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. 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

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Bold

Formatted: Font: 12 pt

Formatted: Normal, Left, Indent: Left: 1.19", Right: 0", Space Before: 0 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

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.). Permanent, hard-wired soffit or under-eave lighting, including, without limitation, "jellyfish" or similar lighting, is considered to be more suitable for commercial/retail purposes due to the amount of light emitted and is not permitted in the neighborhood.

The following guidelines apply to all lighting:

~~A.~~ Considerations will include, but may not be limited to, the visibility, style and location of the fixture.

~~A.~~

~~—~~

~~—~~

~~C.~~ 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).

~~B.~~

~~C.~~ Ground lighting along walks must be maintained in a working and

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Tab stops: 7.19", Left

Formatted: Right: 0.68"

Formatted: Indent: Hanging: 0.25", Space After: 12 pt, Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Font: Bold

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: List Paragraph, Justified, Indent: Hanging: 0.25", Right: 0.74", Space Before: 12 pt, Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69", Tab stops: 1.7", Left

Formatted: List Paragraph, Space Before: 0 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.69" + Indent at: 0.99"

Formatted: Font: Bold

Formatted: Indent: Hanging: 0.25", Right: 0.74", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Font: 11 pt

Formatted: Indent: Left: 1.69", Space Before: 0 pt, No bullets or numbering

Formatted: Indent: Hanging: 0.25", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

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.

E.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 insize 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 thestreet.
- (3) Soft, outdoor pedestrian-oriented lighting should be used with darkcolored 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 lightfixtures.
- (5) Light posts shall be located at an appropriate distance from the right-of-way and property line to minimize glare onto neighboringproperties and the street and should be integrated into the natural orarchitectural features of the site.
- (6) Light or lamp posts shall not be erected higher than 6’ feet fromground level, unless approved by the ARC.
- (7) All lighting should not be intrusive to neighboring properties andmust meet all County requirements.

Temporary, holiday lighting and decorations do not require approval if installed for a period of fewer than seven days, or if installed between November 1 and January 15. 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 decorations are not permitted to be displayed year-round.

E. The addition of Jellyfish-style lighting will be allowed with approval. It is required that white bulbs be used at all times other than at times when temporary holiday lighting is permitted. In no case may Jellyfish-style lighting be used in a manner that creates an unreasonable annoyance or nuisance to other lots.

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.75", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 2.2" + Indent at: 2.7"

Formatted: Indent: Left: 1.94", Hanging: 0.75", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 2.2" + Indent at: 2.7"

Formatted: Indent: Hanging: 0.75", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 2.2" + Indent at: 2.7"

Formatted: Indent: Left: 1.94", Hanging: 0.75", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 2.2" + Indent at: 2.7"

Formatted: Indent: Hanging: 0.75", Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 2.2" + Indent at: 2.7"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: List Paragraph, Left, Right: 0", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Font: 12 pt

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 statutes of any medium, decorative rock, monoliths, bird baths, fountains, murals and paintings, and recycled or upcycled salvaged materials.

Approval is not required for Yard Ornaments 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 Approval is required for any other Yard Ornaments, 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 3.4442, Patio Covers.

3.403.41 Painting

OPTION ONE: MAY 2021 GUIDELINES, PALETTE ONLY, SLIGHT REVISIONS AND ADDITIONAL INFORMATION FROM RACHEL

Approval is not required if color and/or color combinations and locations are identical to the original manufacturer color established on the home and/or accessory improvement. Any changes to the color scheme must be submitted for approval and must conform to the general scheme of the Community, and only color schemes shown in the Sherwin Williams color palettes for Leyden Rock homes will be approved. Exterior paint color palettes for Leyden Rock homes can be accessed on the Sherwin Williams Color Archive webpage.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Justified, Indent: Left: 1.19", Right: 0.69"

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Auto

Formatted: Indent: Left: 1.19", Right: 0.62", Line spacing: single

Formatted: Right: 0.62"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Justified, Indent: Left: 0.5"

Formatted: Justified, Indent: Left: 0.1", Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Justified, Indent: Left: 0.5"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, No underline

Formatted: Font: 12 pt

Formatted: Font: 12 pt

<https://www.sherwinwilliams.com/homeowners/colorfind-and-explore-colors/hoa>. Once on the webpage, please select "Colorado", "Arvada", then "Leyden Rock Metro District" to view all the color options. Your exterior paint selection must be one of the color palettes provided (including sheen), and the color palette details must be included on your ARR form. Exterior paint colors not included within the Sherwin Williams color palettes, or not in the locations specified in the Sherwin Williams color palettes will not be approved.

Formatted: Font: 12 pt

Formatted: Font: 12 pt, No underline

Formatted: Font: 12 pt

Formatted: Font: 12 pt, No underline

(a) Change in Color Scheme. 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:

Formatted: Justified, Indent: Left: 0.75"

- (i) A completely filled out ARR;
- (ii) A photo of your home with a general description of where the colors will be placed on your home; AND
- (iii) A photo showing the homes on either side of your home.
- (iv) Owner shall paint a sample color of the proposed body color, accent color and trim color on the garage door (each approximately two square feet). Owner shall contact the management company to receive sample approval before any painting commences. In all cases, paint colors from the paint palette book cannot be altered without prior approval, such as requesting to utilize what is referred to in the paint palette book as a "trim" color which is for trim only points on your home, to paint the entire siding surface of your home. Only entire color scheme combinations will be reviewed for approval and colors may not be mixed and matched from various schemes throughout the book.
- (v) 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.
- (vi) Please anticipate and provide for the review process and final notification to take up to forty-five (45) days for consideration.
- (vii) It should be noted that there are normally more maintenance issues with darker colors in general. It is important that Owners be aware when selecting colors.

Formatted: Justified, Indent: Left: 0.5"

(b) Light Reflectance Value (LRV).

- (i) LRV is a measurement that tells you how much light a color reflects and absorbs. LRV runs on a scale from 0% to 100%. Zero is assumed to be an absolute black and 100% is assumed to be a perfectly reflective white.
- (ii) LRV can be misleading when it comes to yellow. Yellow is one of the most reflective hues on the spectrum. In addition, the more area it covers; the more intense it becomes.
- (iii) LRV is a guideline; a relative point of reference in predicting how light or dark a color will look and feel once it is on the surface. It is not a set standard by which to choose colors, rather an indicator to help you make a good decision.

Formatted: Justified, Indent: Left: 0.75"

Formatted: Justified, Indent: Left: 0.5"

(c) Sheen.

- (i) Flat/ Matte - This finish softens the look of an exterior and helps hide surface blemishes. Flat finishes are ideal for body siding.
- (ii) Satin – slight gloss, offers benefit of a flat finish, which is easier to clean. It works best for:

Formatted: Justified, Indent: Left: 0.75"

- (1) Trim
- (2) Window Frames

Formatted: Justified, Indent: Left: 1"

(3) Shutters

(4) Surfaces that need routine cleaning

(iii) Gloss - durable finish and is perfect for areas that require frequent cleaning. Gloss finishes, however, may accentuate surface imperfections. This finish is ideal for:

(1) Doors

(2) Garage doors

(3) Decorative metal (lamp posts, metal trim)

(4) Functional metal (gutters, downspouts, railings)

(5) Accent trim

Formatted: Justified, Indent: Left: 0.75"

Formatted: Justified, Indent: Left: 1"

Formatted: Justified, Indent: Left: 0.5"

(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) Highlight interesting architectural details

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

Formatted: Justified, Indent: Left: 0.75"

Formatted: Justified, Indent: Left: 0.5"

(e) Maintenance: Color Selection & Paint Performance

(i) Dark/Intense colors are more prone to fading. Dark colors also pose more maintenance problems. Dark colors absorb more heat and are more affected by moisture problems than lighter hues. That's why lighter colors last longer and fade less than dark colors. And because dark colors fade faster, they are more difficult to touch up.

(ii) Organic colors tend to fade more quickly than inorganic colors.

(iii) Inorganic colors (beiges, browns, tans, and other earth-tone colors) are more stable on exterior exposure. The pigments used in these colors are less likely to break down than the pigments in organic colors such as reds, blues, greens and yellows. This is especially true in climates where the intense UV exposure exerts a heavy toll on exterior paint.

Formatted: Justified, Indent: Left: 0.75"

Formatted: Justified, Indent: Left: 0.5"

Painting or staining of brick or stonework is not permitted.

Formatted: Font: 12 pt

OPTION TWO: RACHEL'S GUIDELINES PREFERRING PALETTES BUT CONTEMPLATING MORE

Formatted: Font: 12 pt, Underline

Formatted: Font: 12 pt, Underline

Approval is not required if color and/or color combinations and locations are identical to the original manufacturer color established on the home and/or accessory improvement. Any changes to the color scheme must be submitted for approval and must conform to the general scheme of the Community. Exterior paint color palettes currently approved for Leyden Rock homes can be accessed on the Sherwin Williams Color Archive webpage. <https://www.sherwinwilliams.com/homeowners/colorfind-and-explore-colors/hoa>. Once on the webpage, please select "Colorado", "Arvada", then "Leyden Rock Metro District" to view all the color options. The color palette details (including LRV and sheen) must be included on your Architectural Design Review form. Exterior paint colors not included within the Sherwin Williams color palettes, or not in the locations specified in the Sherwin Williams color palettes are discouraged and require additional review before approval, and such approval is not guaranteed.

Formatted: Font: 12 pt

Formatted: Font: 12 pt, No underline

Formatted: Font: 12 pt, No underline

Formatted: Font: 12 pt, No underline

Formatted: Font: 12 pt, No underline

(a) Change in Color Scheme. 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) A completely filled out ARR;
- (ii) A photo of your home with a general description of where the colors will be placed on your home; AND
- (iii) A photo showing the homes on either side of your home.
- (iv) Owner shall paint a sample color of the proposed body color, accent color and trim color on the garage door (each approximately two square feet). Owner shall contact the management company to receive sample approval before any painting commences. In all cases, paint colors from the paint palette book cannot be altered without prior approval, such as requesting to utilize what is referred to in the paint palette book as a "trim" color which is for trim only points on your home, to paint the entire siding surface of your home. "Accent" colors in the palette book can be used on front doors, but not on garage doors without prior approval. Only entire color scheme combinations will be reviewed for approval.
- (v) 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.
- (vi) Please anticipate and provide for the review process and final notification to take up to forty-five (45) days for consideration.
- (vii) It should be noted that there are normally more maintenance issues with darker colors in general. It is important that Owners be aware when selecting colors.

(b) Light Reflectance Value (LRV).

- (i) LRV is a measurement that tells you how much light a color reflects and absorbs. LRV runs on a scale from 0% to 100%. Zero is assumed to be an absolute black and 100% is assumed to be a perfectly reflective white.
- (ii) LRV can be misleading when it comes to yellow. Yellow is one of the most reflective hues on the spectrum. In addition, the more area it covers; the more intense it becomes.
- (iii) LRV is a guideline; a relative point of reference in predicting how light or dark a color will look and feel once it is on the surface. It is not a set standard by which to choose colors, rather an indicator to help you make your best guess.
- (iv) Owners are strongly encouraged to stay above an LRV 10 and below an LRV of 70 for the Body Color of your home.

(c) Sheen.

- (i) Flat/ Matte - This finish softens the look of an exterior and helps hide surface blemishes. Flat finishes are ideal for body siding.
- (ii) Satin - slight gloss, offers benefit of a flat finish, which is easier to clean. It works best for:
 - (1) Trim
 - (2) Window Frames
 - (3) Shutters
 - (4) Surfaces that need routine cleaning

Formatted

Formatted

Formatted: Justified, Indent: Left: 0.75"

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Font: 12 pt

Formatted: Justified, Indent: Left: 0.5"

Formatted: Font: 12 pt, Font color: Custom Color(4,4,4)

Formatted

Formatted: Justified, Indent: Left: 0.75"

Formatted

Formatted

Formatted

Formatted

Formatted: Font: 12 pt

Formatted: Justified, Indent: Left: 0.5"

Formatted: Font: 12 pt, Font color: Custom Color(4,4,4)

Formatted

Formatted: Justified, Indent: Left: 0.75"

Formatted

Formatted

Formatted

Formatted: Justified, Indent: Left: 1"

(iii) Gloss - durable finish and is perfect for areas that require frequent cleaning. Gloss finishes, however, may accentuate surface imperfections. This finish is ideal for:

- (1) Doors
- (2) Garage doors
- (3) Decorative metal (lamp posts, metal trim)
- (4) Functional metal (gutters, downspouts, railings)
- (5) Accent trim

(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) Highlight interesting architectural details
- (v) Light colors will make your home seem larger, darker colors smaller

(e) Maintenance: Color Selection & Paint Performance

- (i) Dark/Intense colors are more prone to fading. Dark colors also pose more maintenance problems. Dark colors absorb more heat and are more affected by moisture problems than lighter hues. That's why lighter colors last longer and fade less than dark colors. And because dark colors fade faster, they are more difficult to touch up.
- (ii) Organic colors tend to fade more quickly than inorganic colors.
- (iii) Inorganic colors (beiges, browns, tans, and other earth-tone colors) are more stable on exterior exposure. The pigments used in these colors are less likely to break down than the pigments in organic colors such as reds, blues, greens and yellows. This is especially true in climates where the intense UV exposure exerts a heavy toll on exterior paint.

Painting or staining of brick or stonework is not permitted.

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 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.

Formatted

Formatted: Justified, Indent: Left: 0.75"

Formatted: Justified, Indent: Left: 1"

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Custom Color(4,4,4)

Formatted: Justified, Indent: Left: 0.5"

Formatted

Formatted

Formatted: Justified, Indent: Left: 0.75"

Formatted

Formatted

Formatted

Formatted: Font: 12 pt

Formatted: Justified, Indent: Left: 0.5"

Formatted

Formatted

Formatted: Justified, Indent: Left: 0.75"

Formatted

Formatted

Formatted: Font: 12 pt, Font color: Custom Color(4,4,4)

Formatted: Justified, Indent: Left: 0.5"

Formatted: Font: 12 pt, No underline

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Left: 1.13", Space Before: 0.05 pt, Tab stops: 1.1", Left

Formatted: Indent: Left: 1.13", Space Before: 0.05 pt, No bullets or numbering, Tab stops: 1.1", Left

~~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 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

- ← **Formatted:** Indent: Left: 1.13", Space Before: 0.05 pt, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", No bullets or numbering, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", Space Before: 0.05 pt, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", Space Before: 0.05 pt, No bullets or numbering, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", Space Before: 0.05 pt, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", Space Before: 0.05 pt, No bullets or numbering, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", Space Before: 0.05 pt, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", No bullets or numbering, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", Space Before: 0.05 pt, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13", No bullets or numbering
- ← **Formatted:** Heading 1, Indent: Left: 1.13", Space Before: 0.05 pt, Tab stops: 1.1", Left
- ← **Formatted:** Indent: Left: 1.13"
- ← **Formatted:** Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"
- ← **Formatted:** Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

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

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Font: 12 pt

Formatted: Space Before: 0 pt

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

Approval is required. Equipment must be painted a color similar or generally accepted as complementary to the exterior of the house. All

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.25", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

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.

Approval is not required. Security devices, including cameras and alarms,

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

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 prior approval by the ARC.

~~Approval is not required for one (1) temporary sign advertising property for~~

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: Left: 1.19", Hanging: 0.43"

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.69" + Indent at: 0.99"

~~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:~~

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

3.763.65 Solar Energy Devices

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

3.773.66 Spas

See Section 3.3435, Hot Tubs and Jacuzzis.

3.783.67 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

Formatted: Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.69" + Indent at: 0.99"

Formatted: Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.69" + Indent at: 0.99"

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.19" + Indent at: 1.69"

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.69" + Indent at: 0.99"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Normal, Indent: Left: 1.19", Right: 0", Space Before: 0 pt

~~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.~~

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

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

3.793.68 Storage Sheds

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

3.803.69 Sunshades

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

3.813.70 Swamp Coolers

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

3.823.71 Swing Sets

See Section 3.4647, Play Structures and ~~Sports~~ Equipment.

3.833.72 Television Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.843.73 Tree Houses

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

3.853.74 Vanes

See Section 3.7778, Weather Vanes and Directionals.

3.863.75 Vents

See Section 3.5455, Rooftop Equipment.

Formatted: Justified, Indent: Left: 1.19"

Formatted: Normal, Space Before: 0 pt

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

3.873.76 Walls

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

3.883.77 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.

3.893.78 Weather Vanes and Directionals

Approval is required.

3.903.79 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.

3.913.80 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.

3.923.81 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.

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

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

3-933.82 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.

3-943.83 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. 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:~~

- (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.
- (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.

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Indent: Hanging: 0.4", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left + Aligned at: 0.69" + Indent at: 1.09"

Formatted: Font: Bold

Formatted: Font: Not Bold

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

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.

See also Section 3.368, Landscaping, and carefully review Exhibit B.

Remainder of page intentionally left blank.

Formatted: Indent: Left: 1.94", Right: 1.37"

Figure 2. Single Family Home with Setback Requirements

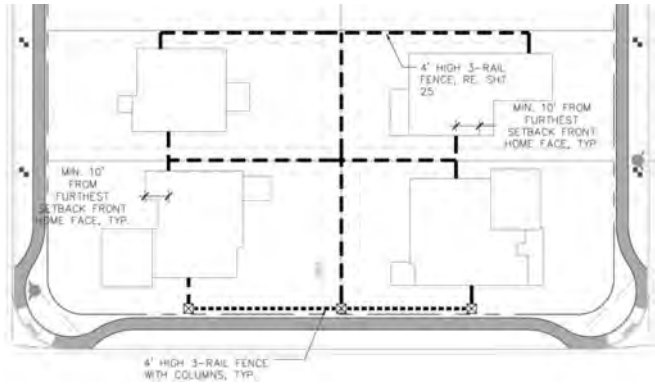
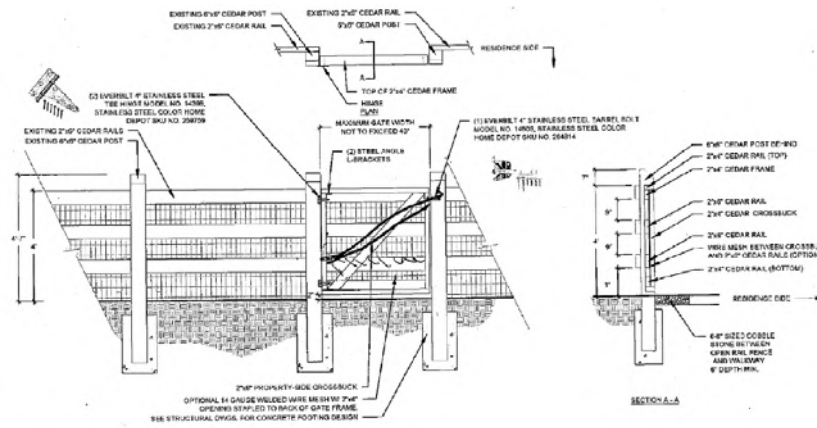


Figure 3. Gate Detail



- NOTE:
1. GATE TO swing OPENING TOWARD RESIDENCE
 2. GATE TO BE REINSTALLED ONLY ON REAR YARD'S RAIL FENCE AND ADJACENT TO OPEN SPACE
 3. THE GATE CAN BE 6\"/>



LEYDEN ROCK RESIDENTIAL GATE DETAIL

SCALE: 1/4" = 1'-0"

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') 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.

~~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~~1.5" caliper
- Ornamental trees - ~~1.5~~2" 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 4" 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

Formatted: Right: 1.19"
Formatted: Centered, Indent: Left: 0", First line: 0", Right: 0", Line spacing: Multiple 1.87 li

Formatted: Indent: Left: 0.69", Right: 0.73"
Formatted: Right: 0.73"
Formatted: Indent: Left: 0.69", Right: 0.73"

Formatted: Right: 0.73"
Formatted: Font: 11 pt, Not Bold
Formatted: Indent: Left: 0.69", Right: 0.73"
Formatted: Font:
Formatted: Font:
Formatted: Justified, Indent: Left: 0.69", Right: 0.73"
Formatted: Font:
Formatted: Font:
Formatted: Font:
Formatted: Font:
Formatted: Font:
Formatted: Font:
Formatted: Font:
Formatted: Font:
Formatted: Font:
Formatted: Font:

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

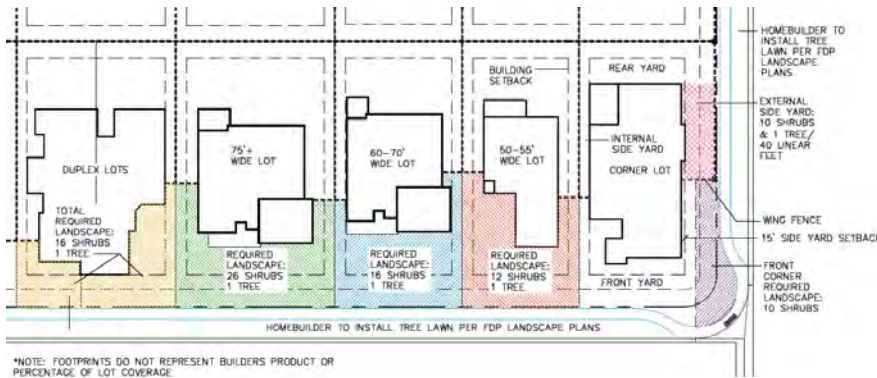
The area from the back of the sidewalk to the front of the building and side yard wing is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

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.

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

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 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.

Formatted: Right: 0.68"

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

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

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

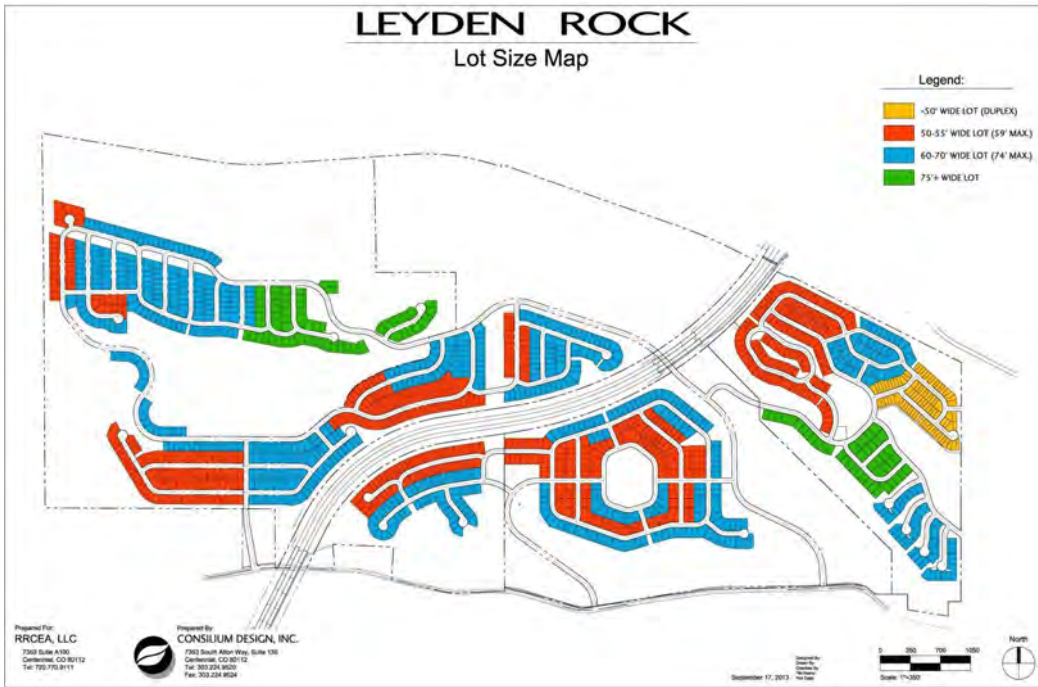
Perennials

Moonshine Yarrow
Coreopsis
Blanket Flower

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

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

EXHIBIT C
LEYDEN ROCK LOT SIZE MAP



PERENNIAL FLOWERS

Common Name	Botanical Name
Lamb's Ear	<i>Stachys Byzantina 'Helen Von Stein'</i>
Sea Foam Sage	<i>Artemisia versicolor 'Sea Foam'</i>
Daylily	<i>Hemerocallis spp.</i>
Remembrance Columbine	<i>Aquilegia 'Swan Violet & White'</i>
Bellflower	<i>Campanula, many varieties</i>
Autumn Sapphire Sage	<i>Salvia reptans 'P016S'</i>
Mongolian Bells Clematis	<i>Clematis integrifolia 'PSHarlan'</i>
Indigo Blue Dragonhead	<i>Dracocephalum ruyschiana</i>
Dwarf Beach-head Iris	<i>Iris hookeri, I. setosa ssp. canadensis</i>
Snowmass Blue-eyed Veronica	<i>Veronica x 'P018S'</i>
Colorado Desert Blue Star	<i>Amsonia jonesii</i>
Narbonne Blue Flax	<i>Linum narbonense</i>
Turkish Veronica	<i>Veronica liwanensis</i>
Crystal River Veronica	<i>Veronica 'Reavis'</i>
Summer Forget Me Not	<i>Anchusa capensis</i>
False Indigo	<i>Baptisia australis</i>
Bachelor's Button	<i>Centaurea montana, mountain blue</i>
Blue Fortune Hyssop	<i>Agastache 'Blue Fortune'</i>
Sunset Foxglove	<i>Digitalis obscura</i>
Tanager Gazania	<i>Gazania krebsiana</i>
SteppeSuns® Sunset Glow Penstemon	<i>Penstemon pinifolius 'P019S'</i>
Butterfly weed	<i>Asclepias tuberosa</i>
Orange Carpet Hummingbird Trumpet	<i>Zauschneria garrettii 'PWWG01S'</i>
Regal Torchlily	<i>Kniphofia caulescens</i>
Desert Eve Terra Cotta Yarrow	<i>Achillea 'Terra Cotta'</i>
Scarlet globemallow	<i>Sphaeralcea coccinea</i>
Autumn Joy Sedum/Stonecrop	<i>Hylotelephium x "herbstfreude"</i>
Prairie Winecups	<i>Callirhoe involucrata</i>
Tennessee Purple Coneflower	<i>Echinacea tennesseensis</i>
Desert four o'clock	<i>Mirabilis multiflora</i>
Carolyn's Hope Pink Penstemon	<i>Penstemon x mexicali 'Carolyn's Hope'</i>
Windwalker Desert Rose Salvia	<i>Salvia lemmonii 'PWIN04S'</i>
Pink Cotton Lamb's Ears	<i>Stachys lavandulifolia</i>
Wild Thing Sage	<i>Salvia greggii</i>
Dalmation Pink Cranesbill	<i>Geranium dalmaticum</i>
Sticky geranium	<i>Geranium viscosissimum</i>
Sonoran Sunset Hyssop	<i>Agastache cana 'Sinning' PP 13,673</i>
Sunset Hyssop	<i>Agastache rupestris</i>
Whirling Butterflies	<i>Gaura lindheimeri 'Siskiyou Pink'</i>
Redleaf Rose	<i>Rosa glauca, R. rubrifolia</i>
Spanish Peaks Foxglove	<i>Digitalis thapsi</i>
Drew's Folly Hardy Snapdragon	<i>Antirrhinum sempervirens 'P020S'</i>
Prairie Smoke	<i>Geum triflorum</i>
Salvia/Meadow Sage	<i>Salvia sylvestris</i>

Catmint	<i>Nepeta x faassenii</i>
Bee Balm	<i>Mondarda fistulosa</i>
Purple Prairie Clover	<i>Dalea purpurea</i>
Little Trudy Catmint	<i>Nepeta 'Psfike'</i>
Prairie Jewel Penstemon	<i>Penstemon grandifloras 'P010S'</i>
Silverton Bluemat Penstemon	<i>Penstemon inianoides ssp.</i> <i>coloradensis 'P014S'</i>
Shadow Mountain Penstemon	<i>Penstemon x mexicali 'Psmyers'</i>
Windwalker Garnet Penstemon	<i>Penstemon x mexicali 'PWIN02S'</i>
Pikes Peak Purple Penstemon	<i>Penstemon x mexicali 'P007S'</i>
Cashmere sage	<i>Phlomis cashmeriana</i>
Mojave Sage	<i>Salvia pachyphylla</i>
Wee One Dwarf English Lavender	<i>Lavandula angustifolia 'Wee One'</i>
Purple Winter Savory	<i>Satureja montana var. illyrica</i>
Corsican Perennial Violet	<i>Viola corsica</i>
Hollyhock	<i>Alcea rosea 'The Watchman'</i>
Shangri-la Sage	<i>Salvia moorcroftiana x indica</i>
La Veta Lace Geranium	<i>Geranium magniflorum 'P013S'</i>
Scott's sugarbowl	<i>Clematis scottii</i>
Spiderwort	<i>Tradescantia occidentalis</i>
Valley Lavender Plains Verbena	<i>Verbena bipinnatifida</i>
Gayfeather, Blazing Star	<i>Liatris punctata</i>
Gayfeather	<i>Liatris Spicata 'Floristan Violet'</i>
Gayfeather	<i>Liatris spicata 'Kobold'</i>
Crimson Scabious	<i>Knautia macedonica</i>
Windwalker Royal Red Salvia	<i>Salvia darcy x S. microphylla 'PWIN03S'</i>
Bridges Penstemon	<i>Penstemon rostriflorus</i>
Desert Eve Red Yarrow	<i>Achillea millefolium 'Desert Eve Red'</i> PP# 22, 222
Coronado Red Hyssop	<i>Agastache 'Pstessene'</i>
Red Valerian/Jupiter's Beard	<i>Centranthus ruber var. coccineus</i>
Red Feathers	<i>Echium amoenum</i>
Ruby Voodoo Rose	<i>Rosa 'Voodoo Ruby'</i>
Red Birds in a Tree	<i>Scrophularia macrantha</i>
Silverheels Horehound	<i>Marrubium rotundifolium</i>
Purity Candytuft	<i>Iberis sempervirens 'Purity'</i>
Curly Leaf Sea Kale	<i>Crambe maritima</i>
Moon Carrot	<i>Seseli gummiferum</i>
Gayfeather	<i>Liatris Spicata 'Floristan White'</i>
Snowmass Phlox	<i>Phlox bifida</i>
Silver Sage	<i>Salvia argentea</i>
Mongolian Snowflakes	<i>Clematis hexapetala</i>
Snow Mesa Buckwheat	<i>Eriogonum wrightii var. wrightii</i>
Avalanche White Sun Daisy	<i>Osteospermum 'Avalanche'</i> ^{PP 22,705}
Dalmatian Daisy	<i>Tanacetum cinerariifolium</i>
Small-leaf Pussytoes	<i>Antennaria parvifolia</i>
Maximilian sunflower	<i>Helianthus maximiliana</i>
Goldenrod	<i>Solidago canadensis</i>
Silver Blade Evening Primrose	<i>Oenothera macrocarpa subsp. Incana</i>

Chocolate flower	<i>Berlandiera lyrata</i>
Lavender Cotton	<i>Santolina chamaecyparissus</i>
Prairie Coneflower/Mexican Hat	<i>Ratibida columnifera, var. pulcherrima</i>
Denver Daisy	<i>Rudbeckia</i>
Turquoise Tails Blue Sedum	<i>Sedum sediforme</i>
Kannah Creek Buckwheat	<i>Eriogonum umbellatum var. aureum</i> 'Redeyes'
Filigree Daisy	<i>Anthemis marschalliana</i>
Engelmann's Daisy	<i>Engelmannia peristenia</i>
Golden Flowered Prairie Zinnia	<i>Zinnia grandiflora 'Gold on Blue'</i>
Prairie Zinnia	<i>Zinnia grandiflora</i>
Black-Eyed Susan	<i>Rudbeckia fulgida</i>
Black-Eyed Susan, Goldsturm	<i>Rudbeckia fulgida 'Goldsturm'</i>
Basket-of- Gold	<i>Aurinia saxatilis</i>
Moonshine Yarrow	<i>Achillea 'Moonshine'</i>
Prairie Lode Sundrops	<i>Calylophus serrulatus 'Prairie Lode'</i>
Oxlip Primrose	<i>Primula elatior</i>
Golden Candles	<i>Thermopsis lupinoides</i>
Denver Gold Columbine	<i>Aquilegia chrysantha</i>
Colorado Gold Gazania	<i>Gazania linearis 'P004S'</i>
Desert Eve Yellow Yarrow	<i>Achillea millefolium 'Desyel' PP# 22,369</i>

SHRUBS

Common Name	Botanical Name
Tall Western Sagebrush	<i>Artemisia tridentata</i>
Four-Wing Saltbrush	<i>Atriplex canescens</i>
Blue Mist Spirea- 'Bluebeard'	<i>Caryopteris x clandonensis</i>
Mountain Mahogany	<i>Cercocarpus montanus</i>
Rabbitbrush	<i>Chrysothamnus spp.</i>
Apache Plume	<i>Fallugia paradoxa</i>
Rocky Mountain Sumac	<i>Rhus glabra cismontana</i>
Potentilla	<i>Potentilla fruticose 'McKay's White'</i>
Shrubby Cinquefoil	<i>Cinquefoil Potentilla fruticose</i>
Western Serviceberry	<i>Amelanchier alnifolia</i>
Indigo Leadplant	<i>Amorpha fruticose var. angustifolia</i>
Russian Sage	<i>Perovskia atriplicifolia</i>
Lewis Mockorange	<i>Philadelphus lewisii</i>
Purple Ninebark (Diablo)	<i>Physocarpus opulifolius 'Monlo'</i>
Native (Black) Chokecherry	<i>Prunus virginiana melanocarpa</i>
Woods Rose	<i>Rosa woodsii</i>
Mountain Snowberry	<i>Symphoricarpos oreophilus</i>
Dwarf Korean Lilac	<i>Syringa meyeri 'Palibin'</i>
Hughes Juniper	<i>Juniperus horizontalis 'Hughes'</i>
Buffalo Juniper	<i>Juniperus Sabina 'Buffalo'</i>
Tammy Juniper	<i>Juniperus sabina' tamariscifolia'</i>
Sea Green Juniper	<i>Juniperus chinensis 'Sea Green'</i>
Common Purple Lilac	<i>Syringa vulgaris</i>
Knock-out Double Red Rose	<i>'Radtko' PP 16,202</i>
Magical Gold Forsythia	<i>Forsythia x intermedia 'Kolgold'</i>
Pussy Willow	<i>Salix caprea 'Marquette'</i>
Purple Leaf Sand Cherry	<i>Prunus x cistena</i>
Pawnee Buttes Sand Cherry	<i>Prunus besseyi</i>
Burning Bush	<i>Euonymus alatus</i>
Weigela Wine and roses	<i>Weigela florida "Alexandra"</i>
Rubber Rabbitbrush	<i>Ericameria nauseosa</i>
Threeleaf Sumac	<i>Rhus trilobata</i>
Yellow Flowering Currant	<i>Ribes aureum</i>
Soapweed	<i>Yucca glauca</i>
Leadplant	<i>Amorpha canescens</i>
Japanese barberry	<i>Berberis thunbergii</i>
Emerald Carousel barberry	<i>Berberis x 'Tara' Emerald Carousel™</i>
Silver Fountain Butterfly Bush	<i>Buddleia alternifolia</i>
Siberian peashrub	<i>Caragana arborescens</i>
Fernbush	<i>Chamaebatiaria millefolium</i>
Bluestem jointfir	<i>Ephedra equisetina</i>
New Mexican privet	<i>Forestiera neomexicana</i>
Cheyenne privet	<i>Ligustrum vulgare 'Cheyenne'</i>

Dwarf Mugo Pine	<i>Pinus mugo</i> var. <i>pumilio</i>
Boulder raspberry	<i>Rubus deliciosus</i>
Hancock coralberry	<i>Symphoricarpos x chenaultii</i> 'Hancock'
Wayfaring tree viburnum	<i>Viburnum lantana</i> 'Mohican'
Dwarf Leadplant	<i>Amorpha nana</i>
Colorado Desert Blue Star	<i>Amsonia jonesii</i>
Littleleaf Mountain Mahogany	<i>Cercocarpus intricatus</i>
'Spanish Gold' Broom	<i>Cystisus purgans</i>
Smith's Buckthorn	<i>Rhamnus smithii</i>
Comanche Gooseberry	<i>Ribes uva-crispa</i> 'Red Jacket'
Ruby Voodoo Rose	<i>Rosa</i> 'Ruby Voodoo'
Silver Sage	<i>Salvia argentea</i>
Cheyenne Mockorange	<i>Philadelphus lewisii</i> 'PWY01S'
Mini Man Dwarf Manchurian	<i>Viburnum burejaeticum</i> 'P017S'
Alleghany Viburnum	<i>Viburnum x rhytidophylloides</i>
Ivory Halo Dogwood	<i>Conus Alba</i> "Bailhalo"
Suckerpunch Chokecherry	<i>Prunus</i> 'P002S' PP25,767
SteppeSuns Hokubetsi	<i>Helichrusum trilineatum</i> "P021S"
Siberian Spirea	<i>Sibiraea laevigata</i>

ORNATMENTAL GRASSES

Common Name	Botanical Name
Blue Oat Grass (Blue Avena)	<i>Helictotrichon sempervirens</i>
Feather Reed Grass 'Karl Foerster'	<i>Calamagrostis acutiflora 'Stricta'</i>
Maiden Hair Grass	<i>Miscanthus sinensis 'Morning Light'</i>
Blue Switchgrass	<i>Panicum virgatum 'Heavy Metal'</i>
Ribbongrass	<i>Phalaris arundinacea 'Pita'</i>
Indian Grass	<i>Sorghastrum nutans 'Sioux Blue'</i>
Mexican Feather Grass	<i>Stipa (aka Nassella) tenuissima</i>
Ravenna Grass	<i>Erianthus ravennae</i>
Big Bluestem	<i>Andropogon gerardii</i>
Side Oats Grama	<i>Bouteloua curtipendula</i>
Idaho fescue 'Siskiyou Blue'	<i>Festuca idahoensis</i>
Windwalker Big Bluestem	<i>Andropogon gerardii 'PWIN01S'</i>
Blonde Ambition Grama Grass	<i>Bouteloua gracilis 'Blonde Ambition</i>
Korean Feather Reed Grass	<i>Calamagrostis brachytricha</i>
Undaunted Ruby Muhly	<i>Muhlenbergia reverchonii 'PUND01S'</i>
Giant Sacaton	<i>Sporobolus wrightii</i>
Standing Ovation Little Bluestem	<i>Schizachyrium scoparium 'Standing Ovation' PP25,202</i>
Thin Man Indian Grass	<i>Sorghastrum nutans 'Thin Man'</i>
Little Bluestem	<i>Schizachyrium scoparium 'Prairie Blues'</i>

TREES

Common Name	Botanical Name
Thin Leaf Alder	<i>Alnus tenuifolia</i>
Aristocrat Pear	<i>Pyrus Calleryana 'Aristocrat'</i>
Western Catalpa	<i>Catalpa speciosa</i>
Crimson Spire Oak	<i>Quercus robur 'Crimschmidt'</i>
Autumn Purple Ash	<i>Fraxinus American 'Autumn Purple'</i>
Fall Gold Ash	<i>Fraxinum nigra 'Fall Gold'</i>
Imperial Honeylocust	<i>Gleditsia triacanthos 'Imperial'</i>
Sunburst Honeylocust	<i>Gleditsia triacanthos 'Sunburst'</i>
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>
Golden Raintree	<i>Koelreuteria paniculata</i>
Plains Cottonwood	<i>Populus sargentii 'Jeronimus'</i>
Swamp White Oak	<i>Quercus bicolor</i>
Burr Oak	<i>Quercus macrocarpa</i>
English Oak	<i>Quercus robur</i>
Columnar English Oak	<i>Uercus robu 'Fastigiata'</i>
Skyline Honey Locust	<i>Gleditsia triacanthos 'Skyline'</i>
Greenspire Linden	<i>Tilia cordata 'Greenspire'</i>
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>
Ginnala Flame Maple	<i>Acer cinnala 'Flame'</i>
Shadblow Serviceberry	<i>Amelanchier canadensis</i>
Thornless Cockspur Hawthorn	<i>Crataegus crus-galli var. inermis</i>
Hopa Crabapple	<i>Malus 'Hopa'</i>
Indian Magic Crabapple	<i>Malus 'Indian Magic'</i>
Spring Snow Crabapple	<i>Malus 'Spring Snow'</i>
American Plum	<i>Prunus Americana</i>
Chanticleer Pear	<i>Pyrus calleryana Chanticleer</i>
Autumn Brilliance Serviceberry	<i>Amelanchier x 'Autumn Brilliance'</i>
Sensation Box Elder Maple	<i>Acer negundo 'Sensation'</i>
Common Hackberry	<i>Celtis occidentalis</i>
Bristlecone Pine	<i>Pinus aristata</i>
Purple Robe Locust	<i>Robinia pseudoacacia 'Purple Robe'</i>
Bigtooth (Wasatch) Maple	<i>Acer grandidentatum</i>
Russian Hawthorn	<i>Crataegus ambigua</i>
Pioneer Chinese Apricot	<i>Prunus armeniaca 'Pioneer'</i>
Ussurian Pear	<i>Pyrus ussuriensis</i>
Gambel Oak	<i>Quercus gambelii</i>
One Seeded Juniper	<i>Juniperus monosperma</i>
Woodward Columnar Juniper	<i>Juniperus scopulorum 'Woodward'</i>
Sucker Punch Chokecherry	<i>Prunus "P002S"</i>
Clear Creek Golden Yellowhorn	<i>Xanthoceras sorbifolium 'Psgan'</i>
Hot Wings Tatarian Maple	<i>Acer tataricum 'GarAnn'</i>

Blue Velvet Honeysuckle

Lonicera korolkowii 'Floribunda'

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') 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 - 2" caliper

~~Evergreen trees - 6' height minimum~~

Shrubs - ~~5~~ 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 ~~4"~~ depth

Rock or Stone Mulch – ~~3/4"~~ minimum to cobble size, minimum ~~3"~~ depth

Groundcover (excluding mulch), annuals, and perennials - no restrictions

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

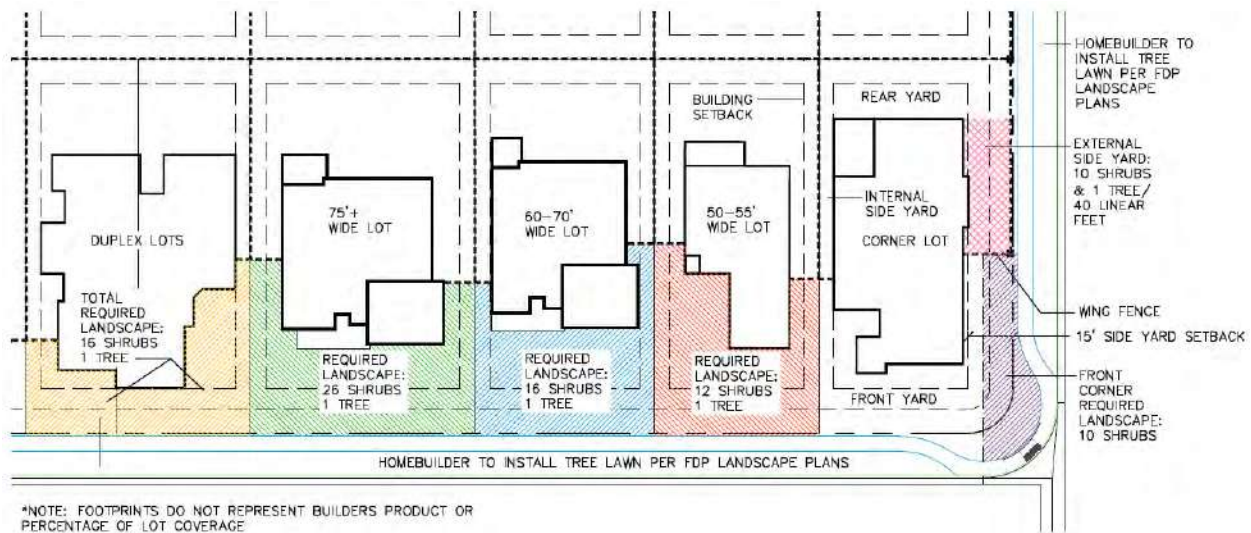
The area from the back of the sidewalk to the front of the building and side yard wing is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

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.

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

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 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.

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	Gleditsia triacanthos "Skyline"

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

~~Ribongrass~~
~~Indian Grass~~
~~Mexican Feather Grass~~

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

Perennials

~~Moonshine Yarrow~~
~~Coreopsis~~
~~Blanket Flower~~

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

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



MEMORANDUM

To: Board of Directors

From: Katie Call, Operations Coordinator

Date: July 8, 2022

Re: Updating Maps

The Operations Coordinator is proposing to have maintenance maps updated to help manage and educate our vendors with the areas and tasks contracted to complete. I had a meeting with Matt Buono with Centerpoint Engineering who gave an approximate cost of \$1,200-1,500 to update the Landscape and Snow Maps. The original *maintenance* maps were created in pdf, so they will need to update and create CAD files. Moving forward updates will not be as involved.

- Split Landscape Maintenance and Snow Maintenance Maps** *priority*
 - Updated areas of maintenance not previously marked
 - New areas- entrance corner enhancements
 - Large maps
- Fence-line Mow Bands
- Irrigation Controller Map
- Tree Maps
- Weed Spraying

Maps that can continue to be updated in house

- Pet Waste Stations
- Message Boards
- Way Finding Signs



Consilium Design
LAND PLANNING AND
LANDSCAPE ARCHITECTURE

2735 SOUTH LOCUST ST.
SUITE 238
DENVER, CO 80222
TEL: 303.733.8574
FAX: 303.224.8524
www.consiliumdesign.com

THIS DOCUMENT IS THE PROPERTY OF CONSILIUM DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CONSILIUM DESIGN.

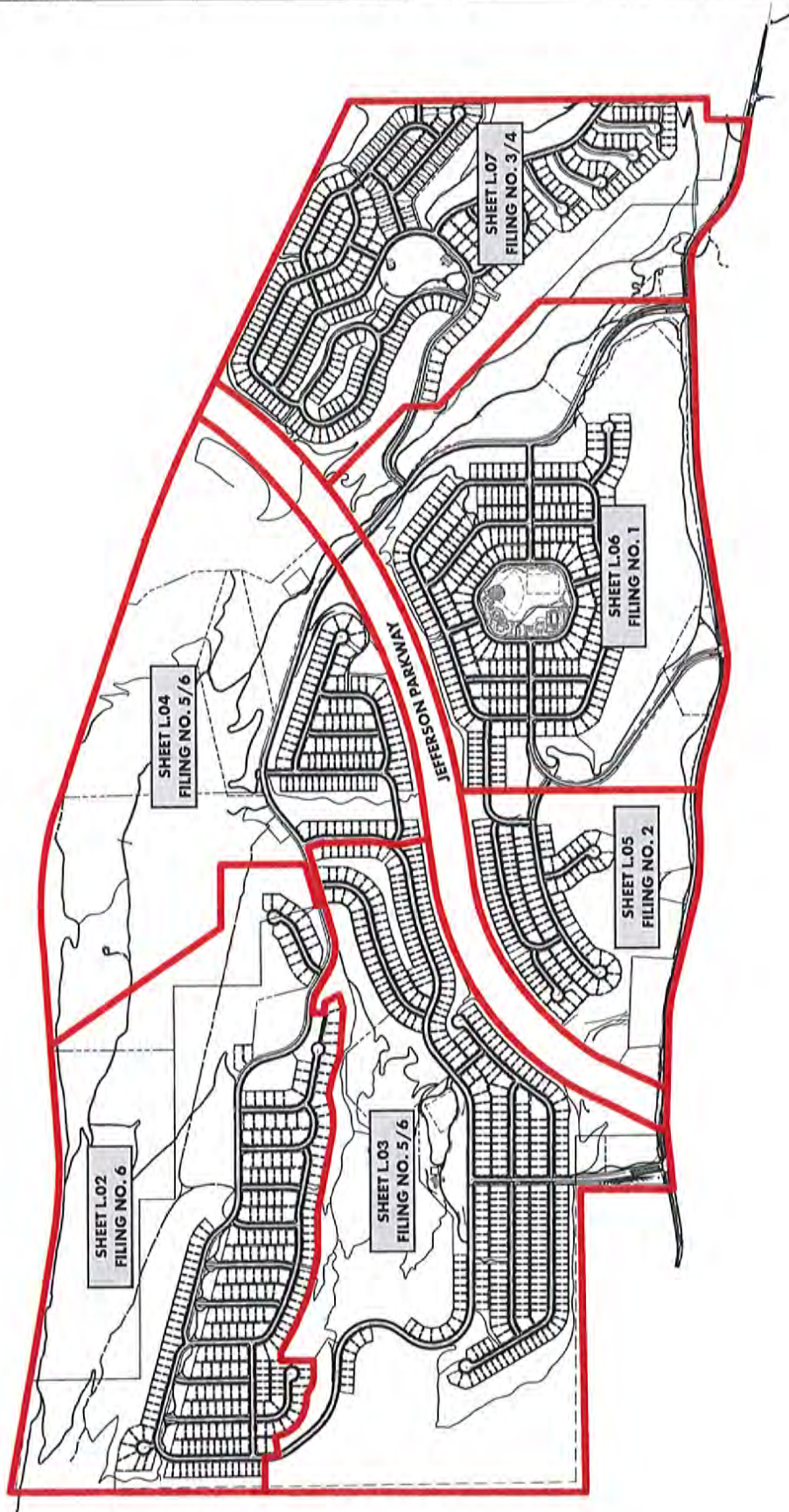
LANDSCAPE MAINTENANCE

LEYDEN ROCK
CCMC
ARVADA, CO

SUBMITTAL / REVISIONS:
04-13-2021 * MAPPING SET

COMMON AREA TRACT
DISPOSITION
-LANDSCAPE & SIGN REMOVAL

LM.01



NOT TO SCALE

updated 6/28/22



Constium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 2785 SOUTH LOCUST ST.
 SUITE 206
 DENVER, CO 80222
 TEL: 303.274.9820
 FAX: 303.274.9824
 www.constiumdesign.com

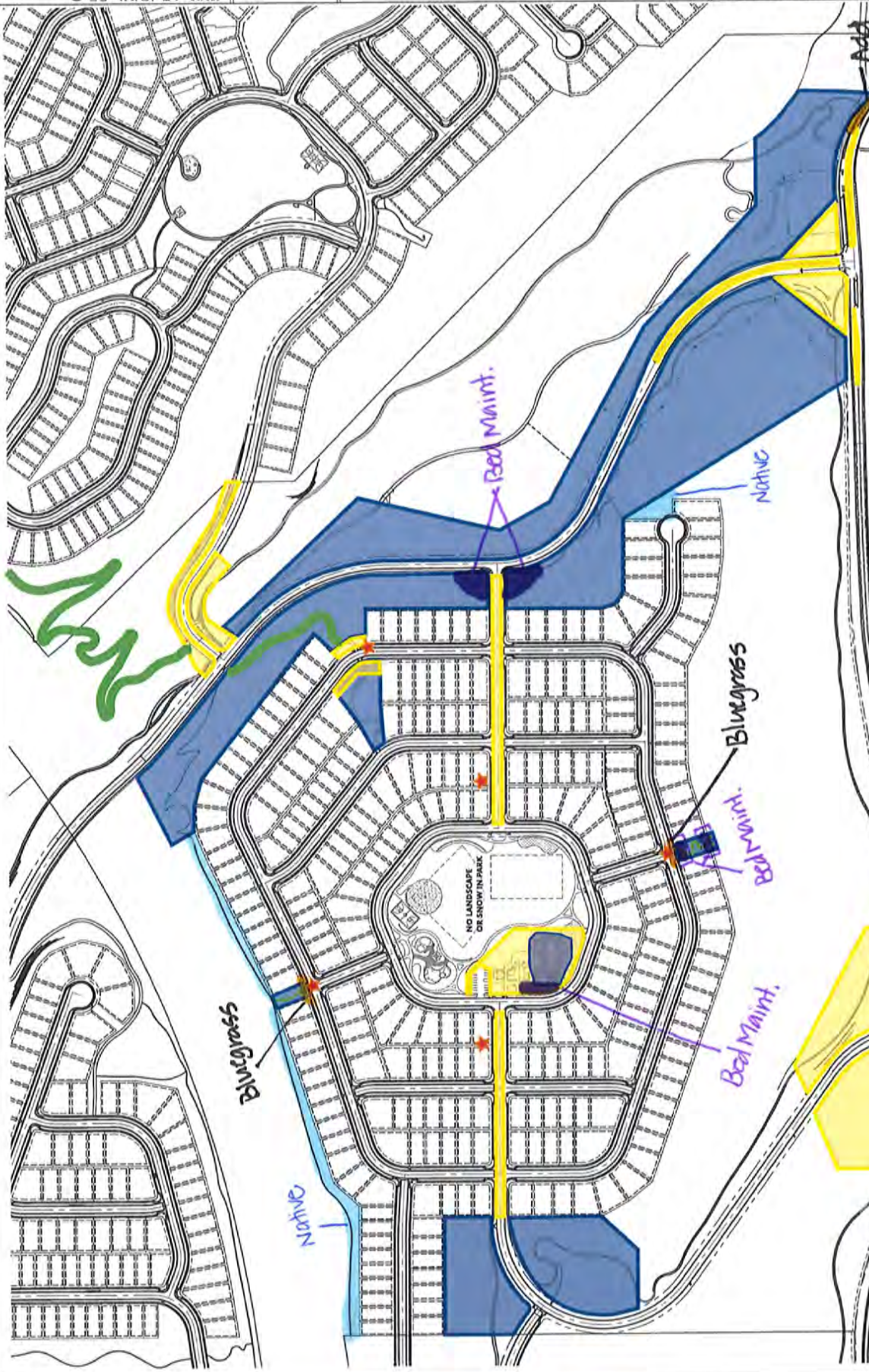
NOT FOR CONSTRUCTION

LEYDEN ROCK
 CCMC
 ARVADA, CO
 LANDSCAPE MAINTENANCE
 FILING NO. 1

SUBMITTAL / REVISIONS:
 24-12-2021 * MAPPING SET

FILING NO. 1
 LANDSCAPE & SNOW REMOVAL

LM.02



LEGEND

	BLUEGRASS TYPE TURF MAINTENANCE		TRAIL MAINTENANCE
	NATIVE AREA MAINTENANCE		SNOW REMOVAL
	INCLUDE MAIL KIOSK IN SNOW REMOVAL		

NOTES
 1. NO LANDSCAPE OR SNOW REMOVAL IN PARK AREA.
 2. MEDIANS IN B2ND ARE TO BE WEEDED AND MAINTAINED.



SCALE: 1"=150'



Consilium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 2755 SOUTH LOCUST ST.
 SUITE 236
 DENVER, CO 80222
 TEL: 303.224.5200
 FAX: 303.224.5201
 WWW.CONSILIUMDESIGN.COM

CONSILIUM DESIGN AND ARCHITECTURE, INC. IS AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE CERTIFIED BY COLORADO STATE.

LANDSCAPE MAINTENANCE
 FILING NO. 2

LEYDEN ROCK
 CCMC
 ARVADA, CO

SUBMITTAL / REVISIONS:
 04-13-2021 * MAPPING SET

LANDSCAPE & SNOW REMOVAL
 FILING NO. 2

LM.03





Consilium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 2785 SOUTH LOCUST ST.
 SUITE 205
 DENVER, CO 80222
 TEL: 303.224.9520
 FAX: 303.224.9524
 www.consiliumdesign.com

LANDSCAPE ARCHITECTURE
 1401 FIFTH AVENUE
 DENVER, CO 80202

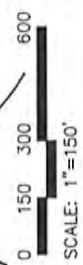
LEYDEN ROCK
 CCMC
 ARVADA, CO
 FILING NO. 3/4
 LANDSCAPE MAINTENANCE

SUBMITTAL / REVISIONS:
 24-12-2021 * MAPPING SET
 FILING NO. 24
 LANDSCAPE & SNOW REMOVAL

LM.04



- LEGEND**
- INCLUDE MAIL KIOSK IN SNOW REMOVAL
 - SNOW REMOVAL
 - BLUEGRASS TYPE TURF MAINTENANCE
 - NATIVE AREA MAINTENANCE
 - BED MAINTENANCE
 - TRAIL MAINTENANCE





Consilium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE

2785 SOUTH LOCUST ST.
 SUITE 226
 DENVER, CO 80222
 TEL: 303.733.8500
 FAX: 303.734.9520
 www.consiliumdesign.com

THIS DOCUMENT IS THE PROPERTY OF CONSILIUM DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF CONSILIUM DESIGN IS STRICTLY PROHIBITED BY ITS TERMS AND CONDITIONS.

LEYDEN ROCK
 CCMC
 ARVADA, CO
 LANDSCAPE MAINTENANCE
 FILING NO. 5/6

SUBMITTAL / REVISIONS:
 24-12-2017 * MAPPING SET

FILING NO. 5/6
 - LANDSCAPE & SNOW REMOVAL

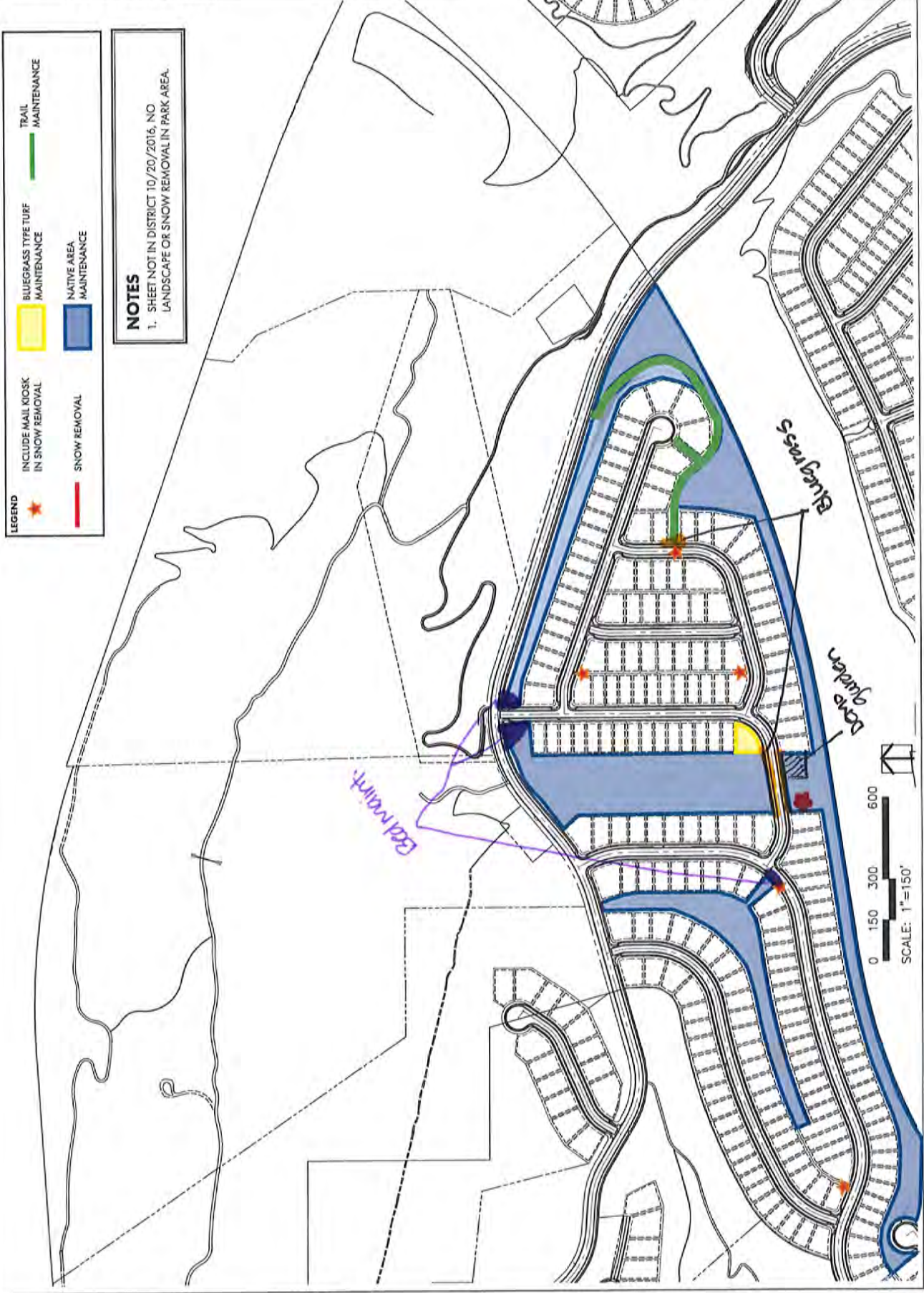
LM.05

LEGEND

- ★ INCLUDE MAIL KIOSK IN SNOW REMOVAL
- BLUEGRASS TYPE TURF MAINTENANCE
- NATIVE AREA MAINTENANCE
- SNOW REMOVAL
- TRAIL MAINTENANCE

NOTES

- SHEET NOT IN DISTRICT 10/20/2016. NO LANDSCAPE OR SNOW REMOVAL IN PARK AREA.





Consilium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 2735 SOUTH LOCUST ST.
 DENVER, CO 80222
 TEL. 303.224.5620
 FAX. 303.224.5624
 www.consiliumdesign.com

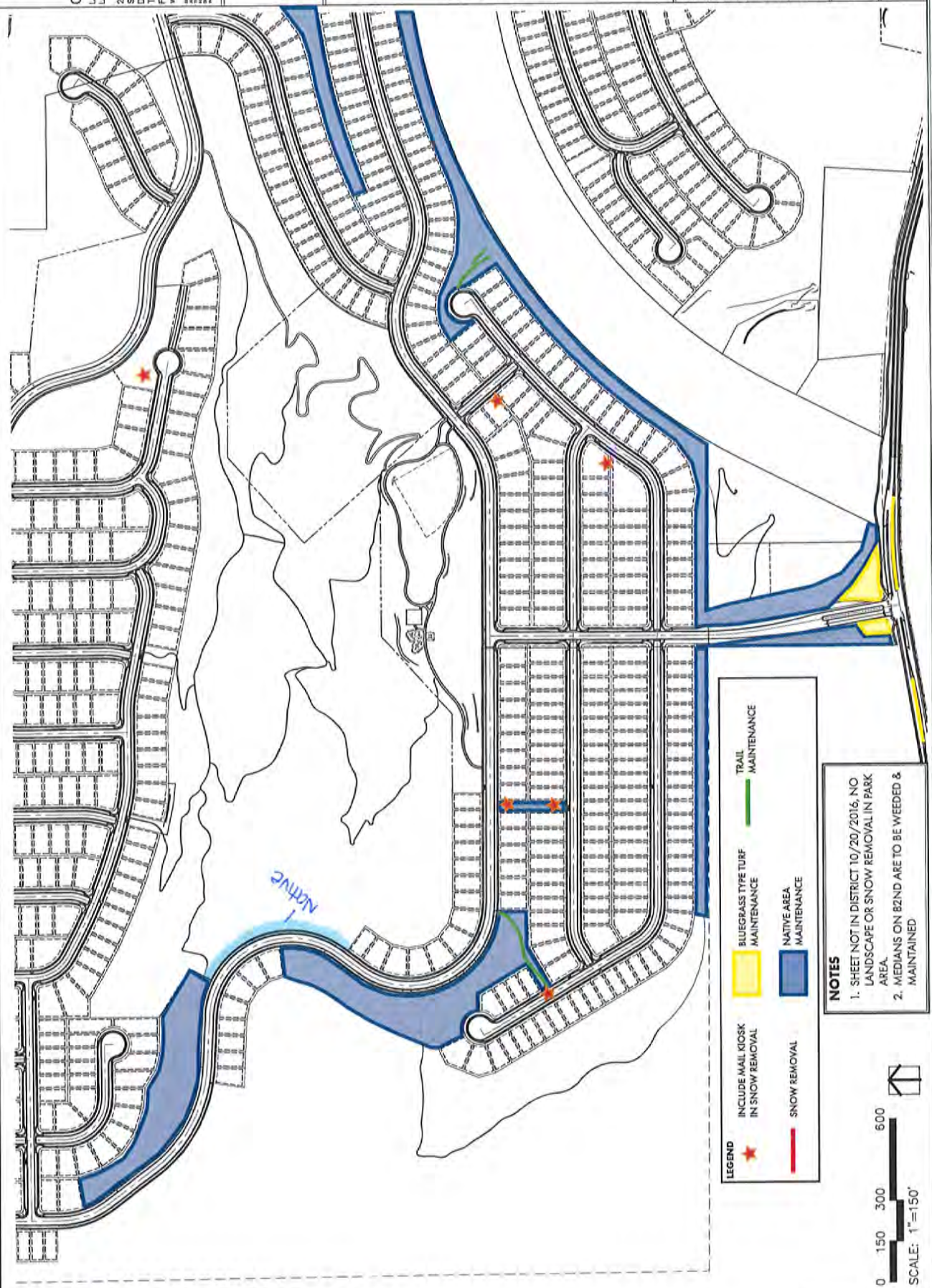
CONSILIUM DESIGN IS AN EQUAL OPPORTUNITY FIRM.
 WE ARE COMMITTED TO PROVIDING AN ENVIRONMENT
 WHERE ALL INDIVIDUALS CAN WORK TOGETHER
 TO ACHIEVE OUR COMMON GOALS.

LEYDEN ROCK
 CCMC
 ARVADA, CO
 LANDSCAPE MAINTENANCE
 FILING NO. 5/6

SUBMITTAL / REVISIONS
 5/4/15/2015 • MAPPING SET

FILING NO. 5/6
 -LANDSCAPE & SNOW REMOVAL

LM.06



LEGEND

- ★ INCLUDE MAIL KIOSK IN SNOW REMOVAL
- SNOW REMOVAL
- BLUEGRASS TYPE TURF MAINTENANCE
- NATIVE AREA MAINTENANCE
- TRAIL MAINTENANCE

NOTES

1. SHEET NOT IN DISTRICT 10/20/2016, NO LANDSCAPE OR SNOW REMOVAL IN PARK AREA.
2. MEDIANS ON B2ND ARE TO BE WEEDED & MAINTAINED





Consilium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 2758 SOUTH LOCUST ST.
 SUITE 226
 DENVER, CO 80222
 TEL 303.724.9520
 FAX 303.224.9524
 www.consiliumdesign.com

CONSILIUM DESIGN HAS A
 2017 FIRM LICENSE #127079

LEYDEN ROCK
 CCMC
 ARVADA, CO
 FILING NO. 6
 LANDSCAPE MAINTENANCE

SUBMITTAL / REVISIONS
 24-15201 - * WAPPING SET

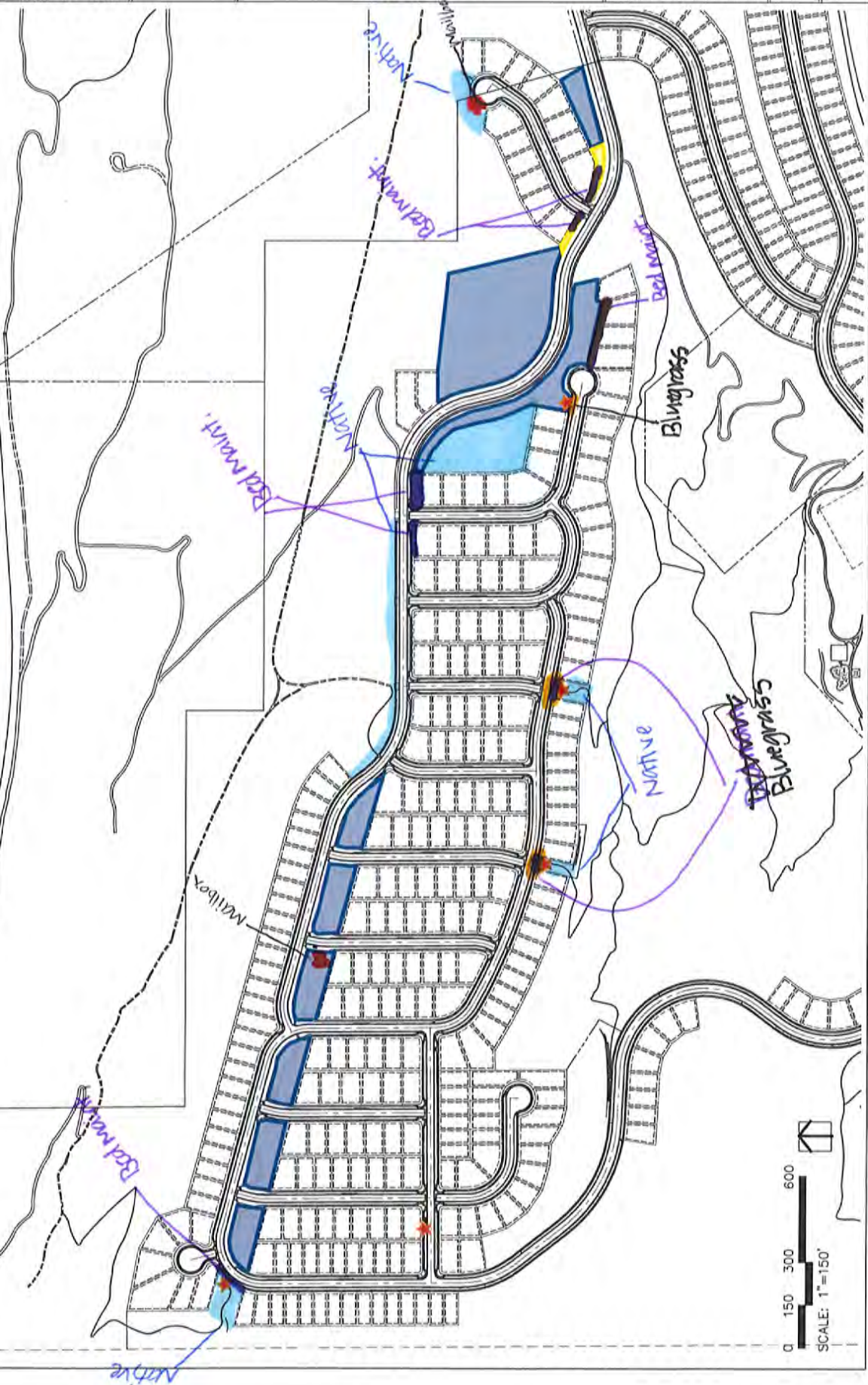
FILE NO. 8
 - LANDSCAPE & SNOW REMOVAL

LM.07

NOTES
 1. SHEET NOT IN DISTRICT 10/20/2016, NO
 LANDSCAPE OR SNOW REMOVAL IN PARK AREA.

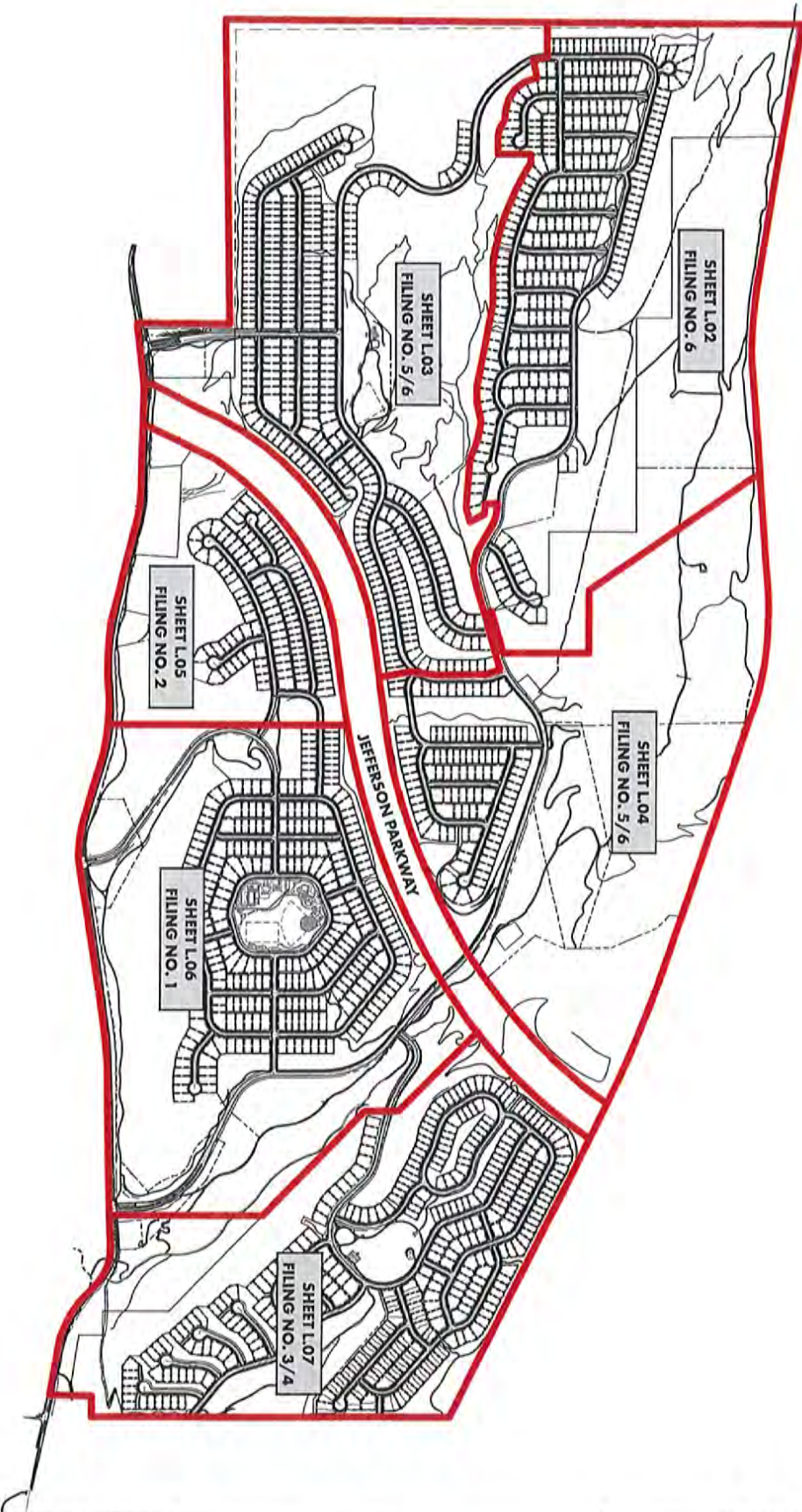
LEGEND

- INCLUDE MAIL KIOSK
IN SNOW REMOVAL
- SNOW REMOVAL
- BLUEGRASS TYPE TURF
MAINTENANCE
- NATIVE AREA
MAINTENANCE
- TRAIL
MAINTENANCE



0 150 300 600
 SCALE: 1"=150'

NOT TO SCALE



Constilium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 SUITE 238
 DENVER, CO 80222
 TEL 303.224.9520
 FAX 303.224.9524
 WWW.CONSTILIUMDESIGN.COM

Constilium Design is a registered service mark of Constilium Design, LLC. All other marks are the property of their respective owners. © 2007 Constilium Design, LLC.

LEYDEN ROCK
 CCMC
 ARVADA, CO

LANDSCAPE MAINTENANCE

SUBMITTAL / REVISIONS:
 04.15.2007 * LAYERING SET

COMMON AREA TRACT
 DEPOSITION
 -LANDSCAPE & SNOW REMOVAL

LM.01

0 150 300 600
SCALE: 1"=150'



NOTES
1. NO LANDSCAPE OR SNOW REMOVAL IN PARK AREA.
2. MEDIANS IN 82ND ARE TO BE WEEDED AND MAINTAINED.

LEGEND

-  INCLUDE MAIL KIOSK IN SNOW REMOVAL
-  BLUEGRASS TYPE TURF MAINTENANCE
-  TRAIL MAINTENANCE
-  NATIVE AREA MAINTENANCE
-  SNOW REMOVAL



FIG. NO. 1
-LANDSCAPE & SNOW REMOVAL
LM.02

QUANTITY / REVISIONS:
5/15/2021 * MARKING SET

LEYDEN ROCK
CCMC
ARVADA, CO
LANDSCAPE MAINTENANCE
FILING NO. 1

Constellation Design
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
2755 SOUTH LOCUST ST.
SUITE 205
DENVER, CO 80222
TEL. 303.224.9520
FAX 303.224.9524
www.constellationdesign.com

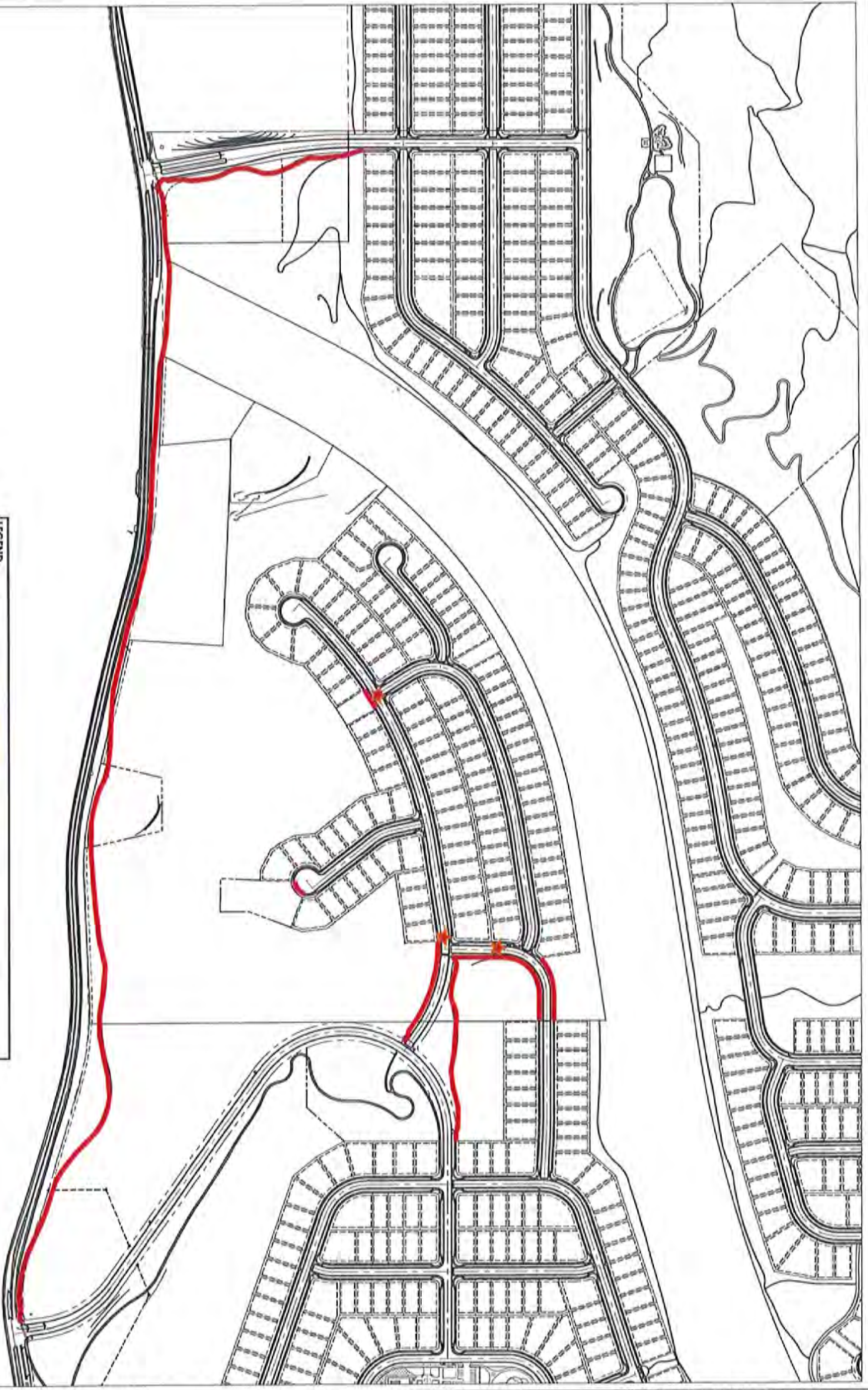


0 150 300 600
SCALE: 1"=150'



LEGEND

- SNOW REMOVAL
- BLUEGRASS TYPE TURF MAINTENANCE
- TRAIL MAINTENANCE
- INCLUDE MAIL KIOSK IN SNOW REMOVAL
- NATIVE AREA MAINTENANCE









LM.03
 LANDSCAPE & SNOW REMOVAL
 SUBMITTAL REVISIONS:
 20-03-2021 * WAPENS SET

LEYDEN ROCK
 CCMC
 ARVADA, CO
LANDSCAPE MAINTENANCE
 FILING NO. 2

Constilum Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 2755 SOUTH LOCUST ST,
 SUITE 226
 DENVER, CO 80222
 TEL. 303.224.9520
 FAX 303.224.9524
 www.constilumdesign.com

Constilum Design is not responsible for any errors or omissions in this drawing. The user of this drawing is advised to verify all information and dimensions before construction. Constilum Design is not responsible for any damages or liabilities arising from the use of this drawing.

LEGEND

	INCLUDE MAIL KIOSK IN SNOW REMOVAL
	BLUEGRASS TYPE TURF MAINTENANCE
	TRAIL MAINTENANCE
	SNOW REMOVAL
	NATIVE AREA MAINTENANCE
	BED MAINTENANCE

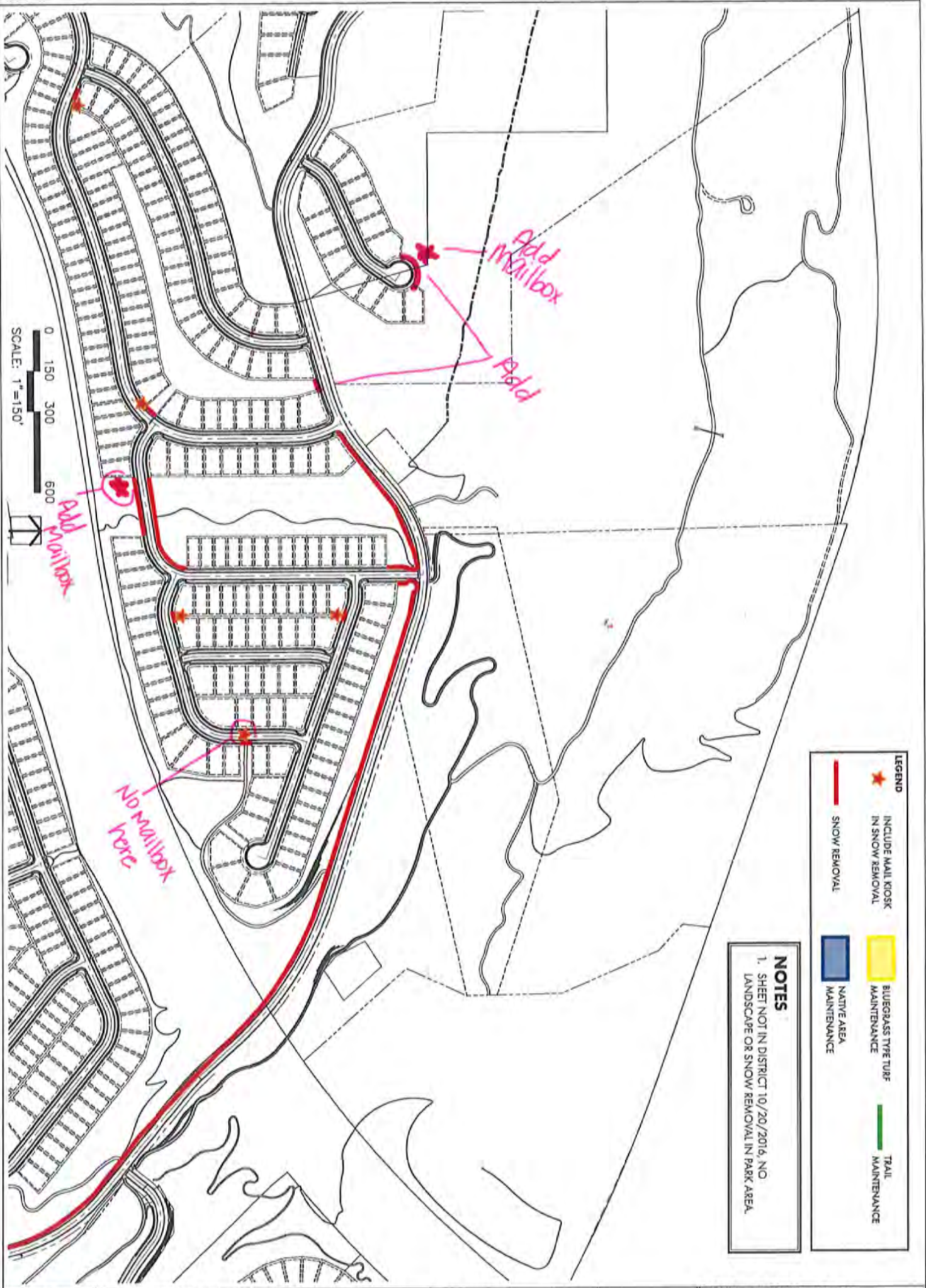


Constium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 2185 SOUTH LOGAN ST.
 SUITE 200
 DENVER, CO 80222
 TEL: 303.294.5830
 FAX: 303.294.5824
 www.constiumdesign.com

LEYDEN ROCK
 CCMC
 ARVADA, CO
LANDSCAPE MAINTENANCE
 FILING NO. 3/4

ESSENTIAL REVISIONS:
 1-01-2011 • 1-01-2011
 2-01-2011 • 2-01-2011
 3-01-2011 • 3-01-2011
 4-01-2011 • 4-01-2011
 5-01-2011 • 5-01-2011
 6-01-2011 • 6-01-2011
 7-01-2011 • 7-01-2011
 8-01-2011 • 8-01-2011
 9-01-2011 • 9-01-2011
 10-01-2011 • 10-01-2011
 11-01-2011 • 11-01-2011
 12-01-2011 • 12-01-2011
 13-01-2011 • 13-01-2011
 14-01-2011 • 14-01-2011
 15-01-2011 • 15-01-2011
 16-01-2011 • 16-01-2011
 17-01-2011 • 17-01-2011
 18-01-2011 • 18-01-2011
 19-01-2011 • 19-01-2011
 20-01-2011 • 20-01-2011
 21-01-2011 • 21-01-2011
 22-01-2011 • 22-01-2011
 23-01-2011 • 23-01-2011
 24-01-2011 • 24-01-2011
 25-01-2011 • 25-01-2011
 26-01-2011 • 26-01-2011
 27-01-2011 • 27-01-2011
 28-01-2011 • 28-01-2011
 29-01-2011 • 29-01-2011
 30-01-2011 • 30-01-2011
 31-01-2011 • 31-01-2011
 32-01-2011 • 32-01-2011
 33-01-2011 • 33-01-2011
 34-01-2011 • 34-01-2011
 35-01-2011 • 35-01-2011
 36-01-2011 • 36-01-2011
 37-01-2011 • 37-01-2011
 38-01-2011 • 38-01-2011
 39-01-2011 • 39-01-2011
 40-01-2011 • 40-01-2011
 41-01-2011 • 41-01-2011
 42-01-2011 • 42-01-2011
 43-01-2011 • 43-01-2011
 44-01-2011 • 44-01-2011
 45-01-2011 • 45-01-2011
 46-01-2011 • 46-01-2011
 47-01-2011 • 47-01-2011
 48-01-2011 • 48-01-2011
 49-01-2011 • 49-01-2011
 50-01-2011 • 50-01-2011
 51-01-2011 • 51-01-2011
 52-01-2011 • 52-01-2011
 53-01-2011 • 53-01-2011
 54-01-2011 • 54-01-2011
 55-01-2011 • 55-01-2011
 56-01-2011 • 56-01-2011
 57-01-2011 • 57-01-2011
 58-01-2011 • 58-01-2011
 59-01-2011 • 59-01-2011
 60-01-2011 • 60-01-2011
 61-01-2011 • 61-01-2011
 62-01-2011 • 62-01-2011
 63-01-2011 • 63-01-2011
 64-01-2011 • 64-01-2011
 65-01-2011 • 65-01-2011
 66-01-2011 • 66-01-2011
 67-01-2011 • 67-01-2011
 68-01-2011 • 68-01-2011
 69-01-2011 • 69-01-2011
 70-01-2011 • 70-01-2011
 71-01-2011 • 71-01-2011
 72-01-2011 • 72-01-2011
 73-01-2011 • 73-01-2011
 74-01-2011 • 74-01-2011
 75-01-2011 • 75-01-2011
 76-01-2011 • 76-01-2011
 77-01-2011 • 77-01-2011
 78-01-2011 • 78-01-2011
 79-01-2011 • 79-01-2011
 80-01-2011 • 80-01-2011
 81-01-2011 • 81-01-2011
 82-01-2011 • 82-01-2011
 83-01-2011 • 83-01-2011
 84-01-2011 • 84-01-2011
 85-01-2011 • 85-01-2011
 86-01-2011 • 86-01-2011
 87-01-2011 • 87-01-2011
 88-01-2011 • 88-01-2011
 89-01-2011 • 89-01-2011
 90-01-2011 • 90-01-2011
 91-01-2011 • 91-01-2011
 92-01-2011 • 92-01-2011
 93-01-2011 • 93-01-2011
 94-01-2011 • 94-01-2011
 95-01-2011 • 95-01-2011
 96-01-2011 • 96-01-2011
 97-01-2011 • 97-01-2011
 98-01-2011 • 98-01-2011
 99-01-2011 • 99-01-2011
 100-01-2011 • 100-01-2011

LM.04



LEGEND

	SNOW REMOVAL		BLUEGRASS TYPE TURF MAINTENANCE
	INCLUDE MAIL KIOSK IN SNOW REMOVAL		NATIVE AREA MAINTENANCE
			TRAIL MAINTENANCE

NOTES
 1. SHEET NOT IN DISTRICT 10/20/2016. NO LANDSCAPE OR SNOW REMOVAL IN PARK AREA.



Constilium Design
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 2755 SOUTH LOCKST ST,
 SUITE 236
 DENVER, CO 80222
 TEL. 303.224.5820
 FAX 303.224.9524
 www.constiliumdesign.com

LEYDEN ROCK
 CCMC
 ARVADA, CO
LANDSCAPE MAINTENANCE
 FILING NO. 5/6

ISSUED FOR PERMITTING
 SUBMITTAL REVISIONS
 04-13-2017 • LANSAPING SET

FILED NO. 5/6
 LANDSCAPE & SNOW REMOVAL

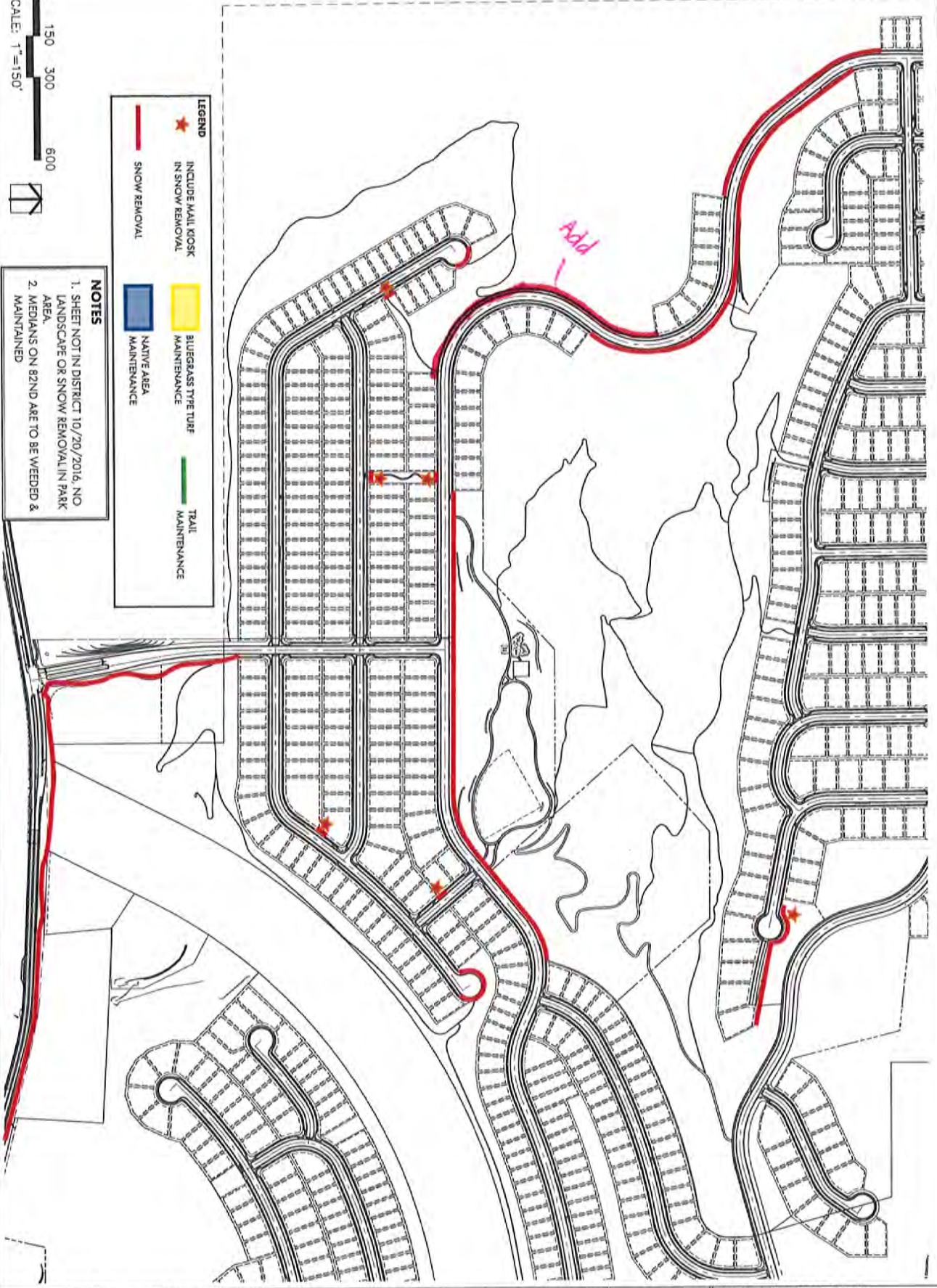
LM.05



LEGEND	
	INCLUDE MAIL KIOSK IN SNOW REMOVAL
	SNOW REMOVAL
	BLUEGRASS TYPE TURF MAINTENANCE
	NATIVE AREA MAINTENANCE
	TRAIL MAINTENANCE

NOTES

1. SHEET NOT IN DISTRICT 10/20/2016, NO LANDSCAPE OR SNOW REMOVAL IN PARK AREA.
2. MEDIANS ON B2ND ARE TO BE WEEDED & MAINTAINED



SUBMITTAL / REVISIONS 04-13-2021 • LANSAPING SET 04-13-2021 • SNOW REMOVAL	FILING NO. 5/6 LANDSCAPE & SNOW REMOVAL LM.06
--	--

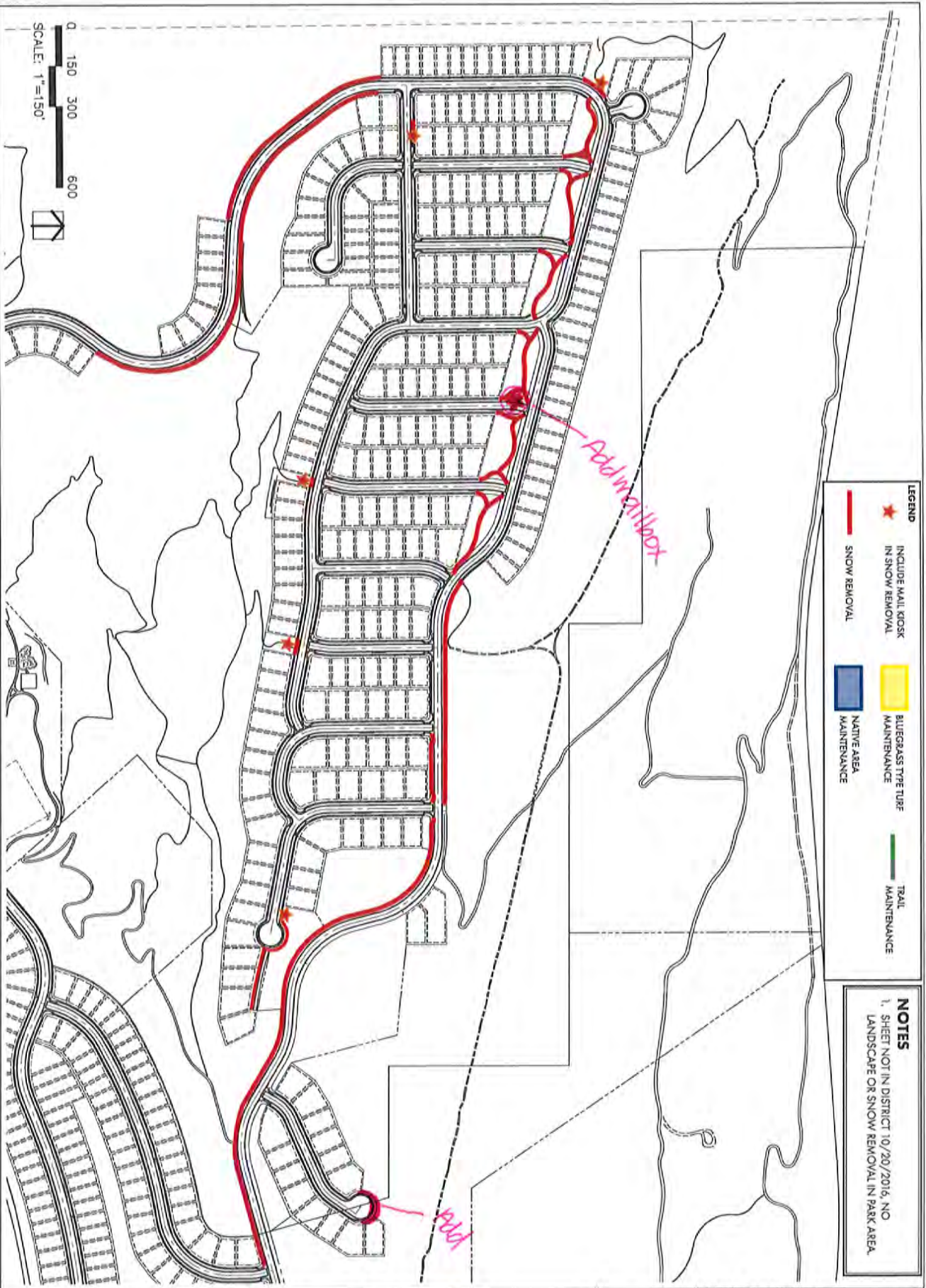
LEYDEN ROCK
CCMC
ARVADA, CO

LANDSCAPE MAINTENANCE
FILING NO. 5/6



Constium Design
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
2755 SOUTH LOCKST ST.
SUITE 236
DENVER, CO 80222
TEL. 303.224.9520
FAX 303.224.9524
www.constiumdesign.com


Constium Design is a Colorado Limited Liability Company. Constium Design is not a professional corporation. Constium Design is not a partnership. Constium Design is not a joint venture. Constium Design is not a sole proprietorship. Constium Design is not a trust. Constium Design is not a partnership. Constium Design is not a joint venture. Constium Design is not a sole proprietorship. Constium Design is not a trust.



LEGEND

	INCLUDE MAIL KIOSK IN SNOW REMOVAL		BLUEGRASS TYPE TURF MAINTENANCE
	SNOW REMOVAL		NATIVE AREA MAINTENANCE
	TRAIL MAINTENANCE		

NOTES
 1. SHEET NOT IN DISTRICT 10/20/2016, NO
 LANDSCAPE OR SNOW REMOVAL IN PARK AREA.

 <p>Constilium Design LAND PLANNING AND LANDSCAPE ARCHITECTURE 2755 SOUTH LOCUST ST., SUITE 206 DENVER, CO. 80222 TEL. 303.224.9520 FAX. 303.224.9524 www.constiliumdesign.com</p>	<p>LEYDEN ROCK CCMC ARVADA, CO</p> <p>LANDSCAPE MAINTENANCE FILING NO. 6</p>	<p>Prepared by: Constilium Design, Arvada, CO Date: 10/20/2016 Project: Leyden Rock, CCMC, Arvada, CO Drawing: Landscape Maintenance Scale: 1"=150'</p>
<p>7/16/16, 10/14/16 -LANDSCAPE & SNOW REMOVAL</p>	<p>STANDARD / REVISIONS: 2/20/16: 1 - MAPPING SET</p>	<p>LM.07</p>



MEMORANDUM

To: Board of Directors

From: Katie Call, Operations Coordinator

Date: July 8, 2022

Re: Assigning Board Members for Project Support

The Operations Coordinator has been working on various projects and is requesting to have two Board members assigned to help see the project(s) through

Republic Landfill

- Clubhouse Trash Enclosure- updating the location of the trash enclosure to accommodate either one or two 6-yard front load roll of cans. We have received two design proposals through the contractor that Chris Gronquist met with.
- Fence Installation- additional fencing to add on District property near the Landfill as an added layer of defense for windy days. Specifically looking at the addition of the fencing that will be near our homeowner's backyard

July Washout Locations

- Currently in the early stages reviewing the properties that were affected from the rainstorm that took place on Wednesday, July 6 but will need support on approving costs for clean-up and mitigation efforts

Wayfinding Signs

- We have met with a sign vendor to support enhancing the wayfinding signs in the community; we asked Scott and Christian to attend. I would like to request to keep Scott and Christian to support the management team as we work through the ideas on how to improve the wayfinding signs.



MEMORANDUM

To: Board of Directors

From: Katie Call, Operations Coordinator

Date: June 23, 2022

Re: Clubhouse Rental Agreement

Resident and Non-Resident Pricing Recommendation

- Decrease Resident rental rates and keep the non-resident cost the same

	Current Rates	Proposed Rates	Current Deposit	Proposed Deposit
Resident	\$150 for the first 3 hours \$35 for each additional hour	\$75 for the first 3 hours \$25 for each additional hour	\$250	No change
Non-Resident	\$150 for the first 3 hours \$35 for each additional hour	No change	\$250	No change

Previous Rates:

- **May 2018** \$100 for the first [3] hours, \$25 for each additional hour – Deposit \$250
- **October 2020** \$150 for the first [3] hours, \$35 for each additional hour – Deposit \$250
2020 increase was to help offset the costs of adding disinfection cleanings due to COVID

If the rental costs change, do I refund those who have already reserved or keep their cost as it was at the time of reserving?

How to Make Reservations:

Option 1: Once rates are approved, I will update our current rental page on www.leydenrocklife.com to include a button for Non-Resident reservations and a button for Resident reservations

If there are issues with the reservation process being both featured on the public side of the website (non-residents using the resident pricing or residents clicking the wrong button and booking under non-resident) we will move to Option 2

Option 2: Resident rentals will be changed to be accessed through the resident portal www.leydenrock.frontsteps.com/ to ensure only residents will have access to use the resident pricing reservation link.



Security Requirement

- Increase number of people requiring security to 60
 - Capacity for the clubhouse is 122

Security. Security personnel are required for all rentals during which sixty (60) or more persons will be in attendance or if alcohol will be present. If security personnel are required, the Rental Party will be responsible for all costs related thereto. In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum penalty of \$250 and may be suspended from all Clubhouse privileges for a period of up to 12 months at the discretion of the Board of Directors of Leyden Rock Metropolitan District (the “Board”) or District Manager. Below is a list of security companies that may be willing to provide security personnel for your event. The District does not endorse or is the District affiliated with any of these companies. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel’s performance by the District.



MEMORANDUM

To: Board of Directors
From: Ben Smith, District Manager
Date: July 19, 2022
Re: Capital Projects Update

All continues to go well at Leyden Rock. The District is extremely fortunate to have the likes of Katie and Christine providing exceptional service on a daily basis.

Community Survey

The community survey closed on Monday, July 11 with 717 responses and a 93% completion rate. This is all due to the dedication of the Board and the hard work of Katie and Christine in pushing out all of the communications.

Survey Follow-Up Meeting

Architerra is requesting an in-person meeting to discuss the results of the survey. That meeting is set for Thursday, August 11 at 6 PM.

Irrigation Controller Update

The contract with Keesen has been fully executed and work is anticipated to be complete by the end of the month. We will begin to see some stress in the turf as the controllers are installed and the appropriate amount of water is being adjusted. That is normal, and we will work closely with Keesen on a communication campaign to the community regarding what to expect and also what this means as an investment.

Clubhouse A/V Update

I am still awaiting updated proposals from the vendors and have sent them reminders. I anticipate this landing on the August agenda for review, discussion, and possible approval.

From: Christa Rock <crock@co.jefferson.co.us>
Sent: Thursday, July 7, 2022 11:24 AM
To: Ben Smith <besmith@ccmcnet.com>
Cc: Liz Sanchez <essanche@co.jefferson.co.us>
Subject: Proposal to Locate a Voter Service and Polling Center at Leyden Rock Community Center
Hi, Ben.

It was great to meet you yesterday. Thanks for speaking with me about locating a Voter Service and Polling Center (VSPC) at the Leyden Rock Community Center this November. We're fervently looking for locations in Northwest Arvada where we can operate a polling center from November 4-8, with two additional days on either end for equipment delivery and pickup. It's a great way to bring community attention to your facility and support democracy in the process! We do also pay a rental fee if required.

All we need is a handicapped accessible conference room that can be locked to prevent the public from entering once the equipment is set up for voting. Here's a proposed schedule:

Date	Event	Access Required	Voting Hours
Thursday, 11/3	Equipment Delivery	8:00am to 4:30pm	
Friday, 11/4	Voting	7:00am to 6:00pm	8:00am to 5:00pm
Saturday, 11/5	Voting	8:00am to 2:00pm	9:00am to 1:00pm
Sunday, 11/6	No activity	None	
Monday, 11/7	Voting	7:00am to 6:00pm	8:00am to 5:00pm
Tuesday, 11/8	Voting	6:00am to 8:00pm	7:00am to 7:00pm
Wednesday, 11/9	Equipment Pickup	10:00am to 5:00pm	

Please feel free to call me to discuss any questions you may have. We would be so delighted to add Leyden Rock Community Center to the list of organizations that host our VSPCs!

Warm regards,
Christa

Christa Rock
(she/her/hers)
Elections Supervisor / Voter Services Manager



Jefferson County – Elections Division
Mon – Thurs 7:30am to 5:00pm (Closed on Fridays)
3500 Illinois Street, Suite 1100
Golden, CO 80401
direct: 303-271-8112 crock@jeffco.us
main: 303-271-8111 fax: 303-271-8197f
www.votejeffco.com www.jeffco.us/clerk-and-recorder

Stay connected with the Clerk & Recorder!  

**INDEPENDENT CONTRACTOR AGREEMENT
PORTER SERVICES**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 19th day of July, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and BUDDY HOLLEY CO, a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional 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 and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. 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. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. 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 in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

c. Public Works Compensation Terms. Pursuant to § 24-91-103.6(2), C.R.S., the Parties hereby agree that the amount of money appropriated by the District for the Services is equal to the compensation amount and this Agreement shall not be modified to require the Contractor to perform additional compensable work unless the District has made lawful appropriations to cover the costs of the additional work.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. 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. The District shall not be obligated to secure, and shall 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, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with a worker without authorization and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. 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 District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in

excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans,

drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, 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, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, 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 workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the

Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District

or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Leyden Rock Metropolitan District c/o CCMC 17685 W. 83 rd Drive Arvada, CO 80007 Attention: Ben Smith Phone: (303) 423-0270 Email: bsmith@ccmcnet.com
-----------	--

With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Megan J. Murphy, Esq.
-----------------	--

Phone: (303) 858-1800
E-mail: mmurphy@wbapc.com

Contractor: Buddy Holley Co
P.O. Box 2356
Littleton, CO 80161
Attention: Jason Holley
Phone: [_____]
Email: jason@buddyholley.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

23. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

24. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, 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.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

25. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

26. 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 Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

27. 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 Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

28. 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 to the preparation of this Agreement.

29. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. 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.

30. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

31. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

32. 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. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. 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.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

33. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

34. 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.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. 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.

DISTRICT:
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 for the District

*District's Signature Page to Independent Contractor Agreement for Porter Services with
Buddy Holley Co, dated July 19, 2022*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Scope of Services shall include general engineering services as approved by the District pursuant to written service/work orders executed by an authorized representative of the District and the Contractor.

The compensation schedule shall be as detailed on written service/work order executed by an authorized representative of the District and the Contractor.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Family Insurance - Business Insurance PO Box 5316 Binghamton, NY 13902	CONTACT NAME: American Family Insurance - Business Insurance	
	PHONE (A/C, No, Ext): 866-908-0626	FAX (A/C, No):
	E-MAIL ADDRESS: service@amfambusinessinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Midvale Indemnity Company	
	NAIC # 27138	
INSURED BUDDY HOLLEY CO 6551 S WILLIAMS CIR E CENTENNIAL CO 80121	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2509268366295428261210824

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	N	N	GLP1027670	08/24/2021	08/24/2022	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N	N/A					PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE	AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Handyman

CERTIFICATE HOLDER

BUDDY HOLLEY CO

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**AGREEMENT IN THE NATURE OF AN ACCORD
CONCERNING
INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENTS**

This Agreement is between **LEYDEN ROCK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the state of Colorado (“**District**”), **RRCEA, LLC**, a Colorado Limited Liability Company, whose principal place of business is 7353 S. Alton Way, Suite A 100, Englewood, CO 80112 (“**RRCEA**”), and **LEYDEN ROCK DEVELOPMENT, INC.**, a Colorado corporation, whose principal place of business is 7353 S. Alton Way, Suite A 100, Englewood, CO 80112 (“**LRD**”).

RECITALS

A. On March 5, 2012, the District and RRCEA entered into an Infrastructure Acquisition and Reimbursement Agreement, as amended and restated on July 14, 2016, to reimburse RRCEA for costs incurred in the construction of Public Infrastructure (defined there) to serve the District (as amended and restated, the “**RRCEA Agreement**”). A copy of the RRCEA is attached as **Exhibit A**.

B. Unpaid Reimbursement Obligations of the District accrued under the terms of the RRCEA Agreement in the amount of \$5,523,861.96 in principal and \$2,275,831.14 in accrued interest as of September 1, 2021 as shown on the accounting attached as **Exhibit B** (the “**Obligation**”).

C. Repayment of the Obligation is subject to and conditioned on annual appropriation made at the discretion of the District Board of Directors and other limitations set forth in the District Service Plan and RRCEA Infrastructure Agreement. As a result, the timing and amount of repayment of the Obligation is conditional, uncertain, and may never occur.

D. On January 1, 2017, the District and LRD entered in an Infrastructure Acquisition and Reimbursement Agreement, to reimburse LRD for costs incurred in the construction of public infrastructure to serve the District (the “**LRD Agreement**” and together with the RRCEA Agreement, the “**Infrastructure Agreements**”). A copy of the LRD Agreement is attached as **Exhibit C**.

E. No reimbursement obligations have accrued under the LRD Agreement.

F. The District anticipates issuing bonds in 2021 for the purpose of refunding its Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2016A in the aggregate principal amount of \$36,355,000, its Limited Tax Subordinate General Obligation Bonds, Series 2016B in the aggregate principal amount of \$5,585,000, and its Limited Tax Junior Lien Subordinate General Obligation Bonds, Series 2017C, in the aggregate principal amount of \$4,101,000 and to generate additional capital for District improvements (the “**2021 Bonds**”).

G. RRCEA and LRD have been named as defendants, along with other parties, in that certain Amended Complaint and Jury Demand filed by the City of Arvada (the “City”) dated May 7, 2021 in which the City alleges, among other things, that the design and construction of certain of the improvements within the District were defective, including the design and construction of the Public Infrastructure located within Filing Nos. 1-3 and Filings 5 and 6 (the “Litigation”).

H. The parties desire to enter into this Agreement as an accord to memorialize the means by which the Obligation will be satisfied and released and the Infrastructure Agreements terminated.

AGREEMENT

I. Accord. The District intends to close the refinancing of the 2021 Bonds on or before December 31, 2021.

a. The amount of new money proceeds available to the District from the 2021 Bonds shall be determined on the day of pricing, currently scheduled for September 8, 2021, based on the need for the District to generate coverage sufficient to maintain an A3 rating on the 2021 Bonds.

b. The District will set aside \$4,500,000 of new money proceeds generated from the 2021 Bonds for public improvements to be constructed or provided by the District, in its sole discretion (the “District Funds”).

c. The District will set aside \$2,400,000 of new money proceeds generated by the 2021 Bonds to be deposited into the District’s Project Fund established under the Indenture pursuant to which the 2021 Bonds are issued and available to reimburse RRCEA under the RRCEA Agreement, which shall be comprised of the Filing 5 Retainage and the Initial Release, as described below (together, the “Settlement Amount”).

d. Any additional new money generated by the 2021 Bonds above \$6,900,000 shall be split evenly between the District and RRCEA and such amounts shall be added to and considered part of the District Funds and Settlement Amount, respectively.

e. RRCEA and LRD represent to the District that the costs associated with the repair to the Public Infrastructure located within Filing 5 is \$1,795,736.80, as more particularly set forth on **Exhibit D** attached hereto and incorporated herein (the “Filing 5 Retainage”). The Filing 5 retainage shall be held by the District in the Project Fund until such time as the Public Infrastructure located within Filing No. 5 is finally accepted by the City, as evidenced by a Final Acceptance Letter(s) from the City or such other documentation satisfactory to the District evidencing final acceptance of Filing 5 by the City.

f. The Settlement Amount less the Filing 5 Retainage shall be released to RRCEA at such time as the Public Infrastructure in Leyden Rock Filing Nos. 1-3 and 6 is finally accepted by the City, as evidenced by a Final Acceptance letter(s) from the City or such other

documentation satisfactory to the District evidencing final acceptance of Filing Nos. 1-3 and 6 by the City (“**Initial Release**”).

g. Prior to the Initial Release, RRCEA and LRD shall deliver to the District a written release from the City, executed by an authorized City representative, for the benefit of the District releasing the District from any and all claims arising from or related to the Litigation and the construction of the Public Infrastructure.

II. Satisfaction. Upon receipt of the Filing 5 Retainage, RRCEA accepts the Settlement Amount as full satisfaction of the Obligation and any other past or future financial obligations required or anticipated by the District in the RRCEA Agreement. RRCEA and LRD further waives and releases any claims they may now have or may acquire in the future concerning the Infrastructure Agreements and any other obligations against the District, its Board of Directors, attorneys, consultants or any other person related to the District. Likewise, upon delivery and acceptance of the Settlement Amount by RRCEA, the District and its Board of Directors, attorneys, consultants or any other person acting as an agent of the District, waive and deem satisfied any obligations of, or claims against RRCEA or LRD they may now have or may acquire in the future concerning or related to the Infrastructure Agreements and the subject matter thereof except any obligations of RRCEA or LRD that survive the termination of the Infrastructure Agreements, including but not limited to the obligations in Sections 9 of the Infrastructure Agreements, and any outstanding infrastructure warranty obligations. Further, the parties agree that upon delivery and acceptance of the Settlement Amount by RRCEA hereunder, the Infrastructure Agreements are terminated and no longer in effect.

III. Miscellaneous.

a. Proof of delivery of a wire transfer or check to RRCEA’s account or to the address provided above is deemed sufficient evidence of Satisfaction under Section II.

b. This Agreement shall be null and void if the District’s existing Bonds are not refinanced with the issuance of the 2021 Bonds by December 31, 2021.

c. If Filing No. 5 has not been accepted by the City by December 31, 2024, RRCEA shall have no further right, title and interest in the Filing 5 Retainage. Any amounts paid as of December 31, 2024 under this Agreement, including the Initial Release, shall be deemed full Satisfaction of any payments due and owing under the Infrastructure Agreements. Both RRCEA and LRD shall continue to indemnify the District as provided in the respective Infrastructure Agreements until such time as Filing 5 is accepted by the City, as evidenced by a Final Acceptance Letter(s) from the City.

This Agreement is entered into on the dates stated in by signature of the parties below.

[remainder of page intentionally left blank]

Leyden Rock Metropolitan District



By: Timothy Blake Rogers, President

Date: September 2, 2021

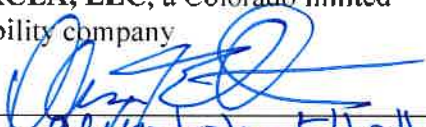
Attest:



Brett Vernon (Sep 2, 2021 08:27 MDT)

By: Brett Vernon, Secretary

RRCEA, LLC, a Colorado limited
liability company


By: Christopher Elliott
Title: Member
Date: September 2, 2021

LEYDEN ROCK DEVELOPMENT, INC., a Colorado corporation



By: Christopher Elliott
Title: President
Date: September 2, 2021

Exhibit A

RRCEA Agreement

**AMENDED AND RESTATED INFRASTRUCTURE ACQUISITION
AND REIMBURSEMENT AGREEMENT**

This **AMENDED AND RESTATED INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 14th day of July, 2016, by and between **LEYDEN ROCK METROPOLITAN DISTRICT NO. 10 ("District No. 10")** a quasi-municipal corporation and political subdivision of the State of Colorado, and **RRCEA LLC**, a Colorado limited liability company (the "**Developer**").

Leyden Rock Metropolitan District No. 1 ("**District No. 1**"), Leyden Rock Metropolitan District No. 2 ("**District No. 2**"), Leyden Rock Metropolitan District No. 3 ("**District No. 3**"), Leyden Rock Metropolitan District No. 4 ("**District No. 4**") and Leyden Rock Metropolitan District No. 5 ("**District No. 5**") are parties to this Agreement solely for the purpose of acknowledging the amendments to the Original Agreement (as defined below) but are no longer parties to the Agreement and do not have any financial obligations under this Agreement.

Leyden Rock Metropolitan District No. 6 ("**District No. 6**"), Leyden Rock Metropolitan District No. 7 ("**District No. 7**"), Leyden Rock Metropolitan District No. 8 ("**District No. 8**"), and Leyden Rock Metropolitan District No. 9, ("**District No. 9**") are "inactive" as set forth in Section 32-1-103, C.R.S., and are not parties to this Agreement and are not intended to become parties to this Agreement in the future should they return to active status.

District Nos. 1-10 are referred to herein as the "**Districts**".

RECITALS

WHEREAS, District No. 10 has been duly and validly organized as quasi-municipal corporations and political subdivisions of the State of Colorado, in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes (the "**Special District Act**"), with the power to provide certain public infrastructure, improvements and services, as described in the Special District Act, within and without their boundaries (collectively, the "**Public Infrastructure**"), as authorized and in accordance with the Service Plan for the Districts as approved by the City of Arvada , Colorado on August 22, 2011 (the "**Service Plan**"); and

WHEREAS, in accordance with the Special District Act and the Service Plan, District No. 10 has the power to acquire real and personal property, manage, control, and supervise the affairs of the Districts, including financing, construction, installation, operation and maintenance of the Public Infrastructure in accordance with the Service Plan, to hire and retain agents to perform the tasks empowered to District No. 10, and to perform all other necessary and appropriate functions in furtherance of the Service Plan; and

WHEREAS, the Districts are intended to cooperate and coordinate in the financing, construction and operation and maintenance of the Public Infrastructure in connection with the development within the boundaries of the Districts (the “**Project**”); and

WHEREAS, the relationship of the Districts was previously set forth in a District Operating Agreement (“**Operating Agreement**”) dated November 5, 2012, which Operating Agreement, among other things, allowed District No. 1 to coordinate capital construction and financing activities on behalf of the Districts, including the matters concerning the issuance of bonds by one or more of the Districts in order to fund Public Infrastructure at such time as it is reasonably feasible to do so, subject to the limitations of the Service Plan and applicable electoral authority; and

WHEREAS, District Nos. 1-5 and District No. 10 previously entered into an Infrastructure Acquisition and Reimbursement Agreement, dated March 5, 2012, (the “**Original Agreement**”); and

WHEREAS, pursuant to the Original Agreement, District No. 1 was obligated to reimburse the Developer for District Eligible Costs (as defined below) related to the Public Infrastructure; and

WHEREAS, pursuant to the Original Agreement, District Nos. 2 through 5 and District No. 10 were obligated to provide funding to District No. 1 for reimbursement obligations owed to the Developer;

WHEREAS, simultaneous with the execution of this Agreement, Districts Nos. 1 through 5 and District No. 10 have executed that certain District Cooperative Intergovernmental Agreement (the “**Cooperative IGA**”) which, among other things, supersedes and terminates the Operating Agreement and provides that through December 31, 2016, District No. 1 will continue to act as the service district on behalf of the Districts; and commencing January 1, 2017, and thereafter, District No. 10 will assume District No. 1’s responsibilities as the service district to operate and maintain the Public Infrastructure, provide administrative services to the Districts and provide certain services to the Project; and

WHEREAS, pursuant to and as of the date of the Cooperative IGA, District No. 10 is responsible for issuing debt to finance Public Infrastructure for the Project, including reimbursements to the Developer for costs related to the Public Infrastructure; and

WHEREAS, the Districts have been unable, without the assistance of the Developer, to provide the Public Infrastructure; and

WHEREAS, District No. 10 has determined that delay in the provision of the Public Infrastructure, to the extent the costs for the same constitute District Eligible Costs (as defined in Section 1 below), will impair District No. 10’s ability to meet financial and service objectives of the Project on a timely basis, and District No. 10 therefore desires that the Public Infrastructure and funding of District Eligible Costs be provided for their collective benefit in accordance with the terms of this Agreement; and

WHEREAS, in accordance with prior discussions with District No. 1 and District No. 10, and in accordance with the Original Agreement, the Developer has incurred certain costs related to the Public Infrastructure for the benefit of the Districts, and expects to incur additional costs related thereto, on the condition that District No. 10 agrees to: (i) reimburse the Developer for all District Eligible Costs to the extent constituting Repayment Obligations (as defined in Section 3 below); (ii) acquire any such Public Infrastructure constructed for the benefit of the Districts from the Developer that is not being dedicated to other governmental entities, and to pay all reasonable costs related thereto; and (iii) to reimburse the Developer for any costs incurred by the Developer for Public Infrastructure that is being dedicated to third parties; and

WHEREAS, District No. 10 has determined to provide funding for the Public Infrastructure and pay all District Eligible Costs related thereto from available revenues of District No. 10, including but not limited to the execution and issuance of one or more loans, reimbursement notes, bonds or other instruments (each a “**Reimbursement Obligation**”) payable to or at the direction of the Developer, in an aggregate amount equal to the District Eligible Costs approved by District No. 10; and

WHEREAS, the Public Infrastructure will benefit the community, is in the public interest, and will contribute to the health, safety and welfare of the community at large; and

WHEREAS, the Boards of Directors of District No. 10 has determined that the best interests of the Districts and their property owners would be served by entering into this Agreement; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., District No. 10 is permitted to enter into contracts and agreements affecting the affairs of the Districts; and

WHEREAS, by execution hereof, District Nos. 1-5 have consented to this Agreement for the purpose of acknowledging that they no longer have any responsibility under the Original Agreement; and

WHEREAS, this Agreement supersedes and replaces the Original Agreement in its entirety; and

WHEREAS, District No. 10’s Board of Directors has authorized its officers to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, the parties hereby agree as follows:

COVENANTS AND AGREEMENTS

1. Purpose of Agreement/Reimbursement of District Eligible Costs. District No. 10 desires hereby to induce the Developer, and Developer agrees to cause the Public Infrastructure to be designed, constructed, and completed subject to the terms and conditions set forth herein. This Agreement is necessary and appropriate to facilitate the timely provision of the Public Infrastructure through execution of one or more construction contracts by the Developer for the benefit of the Districts, subject to future reimbursement by District No. 10 as further set forth herein.

The parties acknowledge and agree that construction of the Public Infrastructure by the Developer for the benefit of the Districts has been and is necessary and appropriate due to lack of funding currently available to the Districts, the need for coordinated construction efforts within the Project, coupled with the manner in which the Public Infrastructure connects with and is affected by the sequence and timing of construction, and to otherwise facilitate and coordinate the construction and development of Public Infrastructure within the Project in the most efficient and timely manner. The parties acknowledge and agree that the expected costs of the Public Infrastructure will be reasonable due to the Developer's negotiation of the terms of the construction contract(s) for the Public Infrastructure. Accordingly, District No. 10 has determined that this Agreement serves a public use, and is in furtherance of the Districts' purposes, and District No. 10 hereby agrees to reimburse the Developer from the sources set forth herein (and subject to the availability thereof), for all District Eligible Costs (as defined herein) incurred by the Developer for the Public Infrastructure. "**District Eligible Costs**" shall mean any and all costs of any kind related to the provision of the Public Infrastructure that may be lawfully funded by the Districts under the Special District Act, and the Service Plan, including a construction management fee not to exceed 5% and costs related to the formation of the Districts.

2. Prior Costs Incurred. The parties agree and acknowledge that the Developer has incurred District Eligible Costs on behalf of the Districts prior to the execution of this Agreement, including costs advanced to District No. 1 under the Original Agreement, in anticipation that the same would be reimbursed as provided herein (the "**Prior Costs**"). Reimbursement for Prior Costs shall be made by District No. 10 in accordance with, and subject to the terms and conditions of this Agreement governing the reimbursement for District Eligible Costs for the applicable Public Infrastructure.

3. Establishment of Obligation/Dedicated and Acquired Public Infrastructure Generally. District No. 10 will be deemed to have incurred an obligation hereunder to reimburse the Developer for District Eligible Costs ("**Repayment Obligation**") as follows:

a. Advanced Funds. With respect to funds advanced to or on behalf of the Districts, District No. 10 will become obligated to reimburse the Developer when:

(1) The Developer has deposited immediately available funds with District No. 10 the purpose of funding District Eligible Costs; or

(2) The Developer has paid or advanced funds on behalf of the Districts for District Eligible Costs not otherwise directly attributable to a particular Public Infrastructure improvement or component part or subsystem thereof; and

(3) The Developer has furnished to District No. 10 the information specified in Sections 4.b(2) and (6) and District No. 10 has received a Cost Certification as set forth in Section 4.c(1).

b. Dedicated Public Infrastructure. With respect to Public Infrastructure which is being dedicated to other governmental entities, District No. 10 will become obligated to reimburse the Developer when:

(1) The Developer has furnished the information specified in Sections 4.b(1), (2), (3) and (6) to District No. 10, and District No. 10 has received a Cost Certification as set forth in Section 4.c(1); and

(2) Such other governmental entities have accepted dedication of such Public Infrastructure, subject to any applicable warranty period, and the Developer has executed a letter agreement in form and substance satisfactory to District No. 10 addressing maintenance of such Public Infrastructure during the applicable warranty period and the means by which any costs for corrective work or punch list items that must be completed before final acceptance by the governmental entity to which such Public Infrastructure is being dedicated, will be funded.

(3) Notwithstanding the foregoing, with respect to Public Infrastructure being dedicated to other governmental entities, District No. 10 will become obligated to reimburse the Developer for District Eligible Costs for specific Public Infrastructure in advance of the acceptance of such Public Infrastructure by the applicable governmental entity, at such time as (i) the Developer complies with the requirements of Section 4.b. (1), (2), (3), (5) and (6), and Section 4.c. hereof, and (ii) provides assurance acceptable to District No. 10 that the Developer will execute or cause to be executed a letter agreement in form and substance satisfactory to District No. 10 addressing maintenance of such Public Infrastructure during any applicable warranty period and the means by which any costs for corrective work or punch list items that must be completed before final acceptance by the governmental entity to which such Public Infrastructure is being dedicated, will be funded.

c. Acquired Public Infrastructure. With respect to Public Infrastructure to be acquired by District No. 10 from the Developer, District No. 10 will become obligated to reimburse the Developer when District No. 10 has provided an Acceptance Letter (as hereafter defined) to the Developer, and the Developer has provided a Bill of Sale with respect to such Public Infrastructure and otherwise satisfied the conditions for District No. 10 to acquire such Public Infrastructure, all in accordance with Section 4 hereof.

d. Deferred Reimbursement or Acquisition. The parties agree and acknowledge that certain Public Infrastructure may initially be completed and made operational by the Developer and/or other private entities, pending the completion of future agreements concerning ownership, operation, and maintenance of such Public Infrastructure by or on behalf

of District No. 10, including as appropriate, the completion of financing arrangements that produce cash proceeds sufficient to pay the costs of such Public Infrastructure. Nothing shall prohibit the District No. 10 from reimbursing and/or acquiring, as appropriate, such Public Infrastructure at any time following its completion and the satisfaction of the conditions under which reimbursement is triggered hereunder. To the extent necessary to permit such acquisition and/or reimbursement to occur in the future, District No. 10 and the Developer shall cooperate to furnish such documentation as may be required as a matter of law to permit the same to occur.

e. Prior Repayment Obligations. District No. 10 and the Developer acknowledge and agree that certain District Eligible Costs have previously been accepted by District No. 1 and constitute Repayment Obligations under the Original Agreement. Any prior acceptances by District No. 1 pursuant to and in accordance with the Original Agreement shall be deemed an acceptance by District No. 10 hereunder and shall constitute District Eligible Costs hereunder. Pursuant to the Cooperative IGA, District No. 1 has agreed to convey any Public Infrastructure it owns and conveyed to District No. 1 under the Original Agreement to District No. 10 no later than January 1, 2017.

4. Procedures for Acquisition of Infrastructure.

a. General. This Paragraph and its subparagraphs govern the procedures for acquisition by District No. 10 of Public Infrastructure not otherwise being dedicated to other governmental entities. District No. 10 hereby agree to acquire the Public Infrastructure constructed by the Developer for the District Eligible Costs thereof upon the District No. 10's acceptance of the Public Infrastructure or such other date as may be mutually agreed upon by the parties, subject to the provisions of this Section 4 and the procedures set forth below. Payment shall be made in accordance with Sections 6 and 7 of this Agreement.

b. Application for Acquisition – Completed Infrastructure. Upon completion of any Public Infrastructure (or portion thereof which, in the reasonable opinion of District No. 10 based upon advice from its engineers and legal counsel, constitutes a discrete subsystem or component of a larger improvement or structure that may be separately acquired), the Developer shall submit the following materials in form and substance reasonably satisfactory to District No. 10:

(1) A description of the Public Infrastructure to be acquired and the proposed District Eligible Costs thereof.

(2) Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from suppliers and subcontractors, as applicable.

(3) Evidence that any and all real property interests necessary to permit District No. 10's use and occupancy of the Public Infrastructure have been granted, or, if permitted solely in the discretion of District No. 10, assurance acceptable to District No. 10 that the Developer will execute or cause to be executed such instruments as shall satisfy this requirement.

(4) A complete set of electronic or 24" by 36" mylar reproducible "as-built" drawings of the Public Infrastructure which are certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, showing accurate size and location of all Public Infrastructure. Such drawings shall be in form and content reasonably acceptable to District No. 10. Where Public Infrastructure is being acquired as discrete subsystems or components, this requirement may be satisfied upon final completion of the Public Infrastructure of which the subsystem or component is a part.

(5) A form of Bill of Sale or other instrument of conveyance (in form and substance acceptable to District No. 10 in its reasonable discretion) by which the Public Infrastructure (or component part or subsystem) will be conveyed to or at the direction of the District No. 10.

(6) Such additional information as District No. 10 may reasonably require.

c. District No. 10 Review and Certification Procedures. Following receipt of the materials described above, and within a reasonable period of time thereafter:

(1) District No. 10's accountant or engineer shall review the invoices and other material presented to substantiate the District Eligible Costs and shall issue a cost certification in form and substance reasonably acceptable to District No. 10 declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition (the "**Cost Certification**"). The Developer shall have a reasonable opportunity to dispute the conclusions set forth in the Cost Certification; however, District No. 10 shall finally determine the matter based upon the recommendation of its accountant or engineer engaged to advise District No. 10 on the matter.

(2) District No. 10's engineer or other appropriate design professional shall inspect the Public Infrastructure for compliance with applicable design and construction standards, and review all supporting material, and shall issue an engineer's certification in form and substance reasonably acceptable to District No. 10 stating that the Public Infrastructure is fit for its intended purpose, and that it (or its individual components and/or subsystems, if applicable) was constructed substantially in accordance with its design (the "**Engineer's Certification**"). In the event District No. 10's engineer or other appropriate design professional reasonably determines that corrective work must be completed before the Engineer's Certificate can be issued, the Developer shall promptly be given written notice thereof and an opportunity to dispute and/or complete such corrective work, and the Engineer's Certificate shall thereafter issue.

Subject to the receipt of a satisfactory Cost Certification and Engineer's Certification as set forth above, and satisfaction of any other conditions reasonably required by District No. 10, District No. 10 shall evidence its acceptance of the Public Infrastructure by issuing an "Acceptance Letter."

d. Conveyance of Infrastructure/ Dedication.

(1) Promptly upon a request from the Developer, but in any event subsequent to furnishing the Acceptance Letter, District No. 10 shall tender the amount of the approved District Eligible Costs hereof (in the form of proceeds, Reimbursement Obligations, or both), and the Developer shall convey the Public Infrastructure to District No. 10 by means of a Bill of Sale, or other instrument of conveyance in form and substance reasonably acceptable to District No. 10.

(2) At the time of conveyance of any Public Infrastructure under Section 4.d.1 to District No. 10, the Developer shall assign to District No. 10 any warranties and contract rights associated with the Public Infrastructure.

5. Interest on District Eligible Costs. With respect to Repayment Obligations incurred under this Agreement, such Repayment Obligation shall bear simple interest at a rate of 8% per annum from the date any such Repayment Obligation is incurred (as set forth on the schedules maintained by District No. 10), to the earlier of the date a Reimbursement Obligation is issued, or the date of payment of such amount in full. Upon issuance of any Reimbursement Obligation, the amount due and owing represented by said obligation shall accrue interest as provided for in such Reimbursement Obligation.

6. Terms of Repayment.

a. District No. 10 shall repay District Eligible Costs from the proceeds of loans or bonds issued by District No. 10, and/or other legally available funds of District No. 10 not otherwise required for reasonable operating costs of the Districts, and as may be set forth in Cooperative IGA. Any mill levy certified by any of District Nos. 1 through 10 for the purposes of repaying costs hereunder shall be consistent with the limitations set forth in the Cooperative IGA and shall be further subject to any restrictions provided in the Service Plan, electoral authorization, or any applicable laws.

b. The provision for repayment of amounts due hereunder, as set forth in Section 6(a) hereof, shall be subject to annual appropriation by District No. 10. Nothing shall prohibit the issuance of Reimbursement Obligations hereunder to pay Repayment Obligations and District Eligible Costs on terms that are not subject to annual appropriation, as further set forth in Section 7.

7. Issuance of Reimbursement Obligations.

a. Subject to the conditions of this Section 7 hereof, upon request of the Developer, District No. 10 shall issue one or more Reimbursement Obligations payable to or at the direction of the Developer to evidence any Repayment Obligation of District No. 10 then existing with respect to District Eligible Costs due the Developer under this Agreement. Such Reimbursement Obligation shall be payable from the sources identified in the Reimbursement Obligation, including but not limited to, bond or loan proceeds, ad valorem property tax revenues of District No. 10 and any other revenues made available to District No. 10 and shall be consistent with the limitations set forth in the Cooperative IGA. Such Reimbursement Obligation shall mature on a date or dates, and bear interest at a market rate, to be determined at the time of issuance of such Reimbursement Obligations. District No. 10 shall be permitted to prepay any Reimbursement Obligation, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued to the date of prepayments on the principal amount prepaid. District No. 10 and the Developer shall negotiate in good faith the final terms and conditions of the Reimbursement Obligation.

b. Notwithstanding anything contained herein to the contrary, so long as any amounts are outstanding on District No. 10's Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2016A ("**2016A Bonds**"), its Limited Tax Subordinate General Obligation Bonds, Series 2016B ("**2016B Bonds**") and together with the 2016A Bonds, the "**2016 Bonds**"), and any other third party bonds issued by No. 10, or any refundings of any of the same, District No. 10's obligations and its pledge of revenues under any Reimbursement Obligations issued by District No. 10 hereunder shall be subordinate to its obligations and pledge of revenues under the 2016 Bonds and any other third party bonds issued District No. 10, and any refundings of the same. Additionally, the issuance of any Reimbursement Obligations hereunder is restricted by the terms of the trust indentures related to the 2016 Bonds regarding the issuance of additional debt.

c. The issuance of any Reimbursement Obligation shall be subject to the availability of an exemption (if required) from the registration requirements of Section 11-59-106, C.R.S., and shall be subject to such prior filings with the Colorado State Securities Commissioner as may be necessary to claim such exemption, in accordance with Section 11-59-110, C.R.S., and any regulations promulgated thereunder.

d. In connection with the issuance of any such Reimbursement Obligation, District No. 10 shall make such filings as it may be deemed necessary to comply with the provisions of Section 32-1-1604, C.R.S., as amended.

e. The terms of this Agreement may be used to construe the intent of District No. 10 and the Developer in connection with the issuance of any Reimbursement Obligation, and shall be read as nearly as possible to make the provisions of any Reimbursement Obligation and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Obligation, the terms of such Reimbursement Obligation shall prevail.

f. If, for any reason, a Reimbursement Obligation is determined to be invalid or unenforceable, District No. 10 shall issue a new Reimbursement Obligation to the Developer that is legally enforceable, subject to the provisions of this Section 7.

g. In the event that it is determined that payments of all or any portion of interest on a Reimbursement Obligation may be excluded from gross income of the holder thereof for federal income tax purposes upon compliance with certain procedural requirements and restrictions that are not inconsistent with the intended uses of funds contemplated herein and are not overly burdensome to District No. 10, District No. 10 agrees, upon request of the Developer, to take all action reasonably necessary to satisfy the applicable provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

8. Multiple Fiscal Year Obligations. Amounts due hereunder (except to the extent converted into Reimbursement Obligations) shall not constitute a debt or indebtedness of District No. 10 within the meaning of the Colorado Constitution.

9. Indemnification/Tax Exemption. The Developer hereby agrees to indemnify and save harmless District No. 10 from all claims and/or causes of action, including mechanic's liens, arising out of the performance of any act or the nonperformance of any obligation with respect to the Public Infrastructure provided by the Developer, any filings made by or on behalf of the Developer with the Internal Revenue Service in connection with this Agreement, and any challenges made by the Internal Revenue Service to the tax exempt nature of interest on Repayment Obligations owed to the Developer hereunder, and in that regard agrees to pay any and all costs incurred by District No. 10 as a result thereof, including settlement amounts, judgments and reasonable attorneys' fees. The Developer acknowledges that District No. 10 has not, by execution of this Agreement, made any representation as to the treatment of interest accrued on Repayment Obligations hereunder for purposes of federal or state income taxation.

10. Default.

a. Event of Default. It shall be an "**Event of Default**" or a "**Default**" under this Agreement if District No. 10 or the Developer defaults in the performance or observance of any of the covenants, agreements, or conditions set forth herein (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body).

b. Grace Periods. Upon the occurrence of an Event of Default, such party shall, upon written notice from the District No. 10 or the Developer, as applicable, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature which is not capable of being cured within the applicable time period, shall be commenced within such time period and diligently pursued to completion.

c. Remedies on Default. Whenever any Event of Default occurs and is not cured under Section 10(b) of this Agreement, the non-defaulting party injured by such Default and having a remedy under this Agreement may take any one or more of the following actions:

(1) Suspend performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its Default and continue its performance under this Agreement; or

(2) Cancel and rescind the Agreement with respect to the duties of such non-defaulting party under this Agreement; or

(3) Proceed to protect and enforce its respective rights by such suit, action, or special proceedings as District No. 10 or the Developer deems appropriate under the circumstances, including without limitation an action in mandamus or for specific performance.

d. Delay or Omission No Waiver. No delay or omission of any party to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient.

e. No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any Event of Default hereunder by any party shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon. All rights and remedies of the parties provided here shall be cumulative and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

f. Discontinuance of Proceedings; Position of Parties Restored. In case any party shall have proceeded to enforce any right hereunder and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such party, then and in every such case the parties shall be restored to their former positions and rights hereunder, and all rights, remedies, and powers of the parties shall continue as if no such proceedings had been taken.

g. Attorneys' Fees. If a party must commence legal action to enforce its rights and remedies under this Agreement, the prevailing party shall be paid, in addition to any other relief, its costs and expenses, including reasonable attorneys' fees, of such action or enforcement.

11. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

12. Notices and Place for Payments.

All notices, demands and communications (collectively, “**Notices**”) under this Agreement shall be delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or such other address as a party may designate by notice pursuant to this Paragraph, or (c) sent by confirmed facsimile transmission, PDF or email. Notices shall be deemed given either one business day after delivery to the overnight carrier, three days after being mailed as provided in clause (a) above, or upon confirmed delivery as provided in clause (c) above.

If to District No. 10: Leyden Rock Metropolitan District No. 10
 c/o White, Bear & Ankele Professional Corporation
 Attn: Kristin Bowers Tompkins, Esq.
 2154 E. Commons Avenue, Suite 2000
 Centennial, CO 80122
 303.858.1800 (phone)
 303.858.1801 (fax)

If to the Developer: RRCEA LLC
 Attn: Chris Elliot, Manager
 7353 S. Alton Way, Suite 100
 Centennial, CO 80112
 303.770.9111 (phone)
 303.770.9424 (fax)

13. Amendments. This Agreement may only be amended or modified by a writing executed by both District No. 10 and the Developer.

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 of this Agreement, 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. Applicable Laws. 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 arising from this Agreement shall be in the District Court in and for the county in which the District is located.

16. Assignment. This Agreement may not be assigned by District No. 10 without the express prior written consent of the Developer, and any attempt to assign this Agreement in violation hereof shall be null and void. This Agreement may not be assigned by the Developer and any attempt to assign this Agreement shall be null and void.

17. Authority. By execution hereof, District No. 10 and the Developer represents and warrants that its representative signing hereunder has full power and lawful authority to execute this Agreement and to bind the respective party to the terms hereof.

18. Entire Agreement. This Agreement constitutes and represents the entire, integrated agreement between District No. 10 and the Developer with respect to the matters set forth herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date set forth above.

19. Inurement. The terms of this Agreement shall be binding upon, and inure to the benefit of the parties as well as their respective successors and permitted assigns.

20. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of District No. 10 pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

21. 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.


22. 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.

23. Release of District Nos. 1-5. District Nos. 1-5 and the Developer hereby release each other from all obligations under and claims arising from, and waive any and all claims of, and remedies for, default or breach of, the Original Agreement as it relates to one another.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written. 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

**LEYDEN ROCK METROPOLITAN DISTRICT
NO. 1**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: 
President

ATTEST:


Secretary

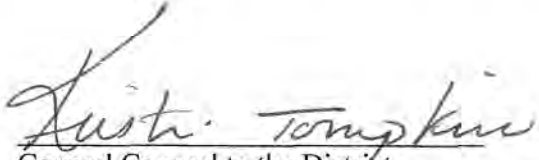
**LEYDEN ROCK METROPOLITAN DISTRICT
NO. 10**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: 
President

ATTEST:


Secretary

APPROVED AS TO FORM:
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law


General Counsel to the District

RRCEA LLC, a Colorado limited liability company

By:



Christopher Elliott, Manager

ACKNOWLEDGEMENT

Leyden Rock Metropolitan District No. 2 by signature below hereby affirms and acknowledges this Agreement supersedes and replaces the Original Agreement in its entirety. Leyden Rock Metropolitan District No. 2 has no financial obligation to provide revenues or to reimburse the Developer for District Eligible Costs under this Agreement.

LEYDEN ROCK METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
President

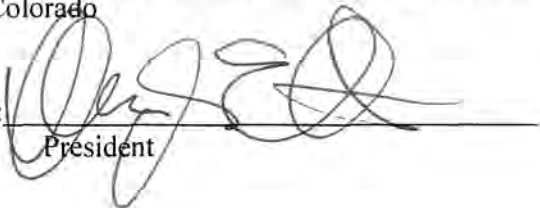
ATTEST:

Secretary

ACKNOWLEDGEMENT

Leyden Rock Metropolitan District No. 3 by signature below hereby affirms and acknowledges this Agreement supersedes and replaces the Original Agreement in its entirety. Leyden Rock Metropolitan District No. 3 has no financial obligation to provide revenues or to reimburse the Developer for District Eligible Costs under this Agreement.

LEYDEN ROCK METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
President

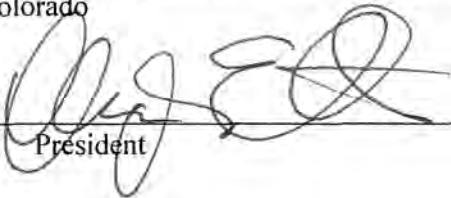
ATTEST:

Secretary


ACKNOWLEDGEMENT

Leyden Rock Metropolitan District No. 4 by signature below hereby affirms and acknowledges this Agreement supersedes and replaces the Original Agreement in its entirety. Leyden Rock Metropolitan District No. 4 has no financial obligation to provide revenues or to reimburse the Developer for District Eligible Costs under this Agreement.

LEYDEN ROCK METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
President

ATTEST:


Secretary

ACKNOWLEDGEMENT

Leyden Rock Metropolitan District No. 5 by signature below hereby affirms and acknowledges this Agreement supersedes and replaces the Original Agreement in its entirety. Leyden Rock Metropolitan District No. 5 has no financial obligation to provide revenues or to reimburse the Developer for District Eligible Costs under this Agreement.

LEYDEN ROCK METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
President

ATTEST:


Secretary

Exhibit B

Obligation

Capital Advances

Computation Interval: Annual

Nominal Annual Rate: 8.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/09/2013	17,971,478.00	1		
2	Payment	12/18/2013	Principal First	1		
	Total payment amount		1,566,459.00			
3	Payment	12/31/2013	0.00	1		
4	Payment	07/28/2014	Principal First	1		
	Total payment amount		93,125.00			
5	Payment	11/10/2014	Principal First	1		
	Total payment amount		518,308.00			
6	Payment	12/31/2014	0.00	1		
7	Payment	02/03/2015	Principal First	1		
	Total payment amount		704,986.00			
8	Payment	05/05/2015	Principal First	1		
	Total payment amount		1,396,281.00			
9	Payment	08/12/2015	Principal First	1		
	Total payment amount		1,221,817.00			
10	Payment	08/18/2015	Principal First	1		
	Total payment amount		5,620,166.00			
11	Payment	12/31/2015	0.00	1		
12	Payment	05/31/2016	0.00	1		
13	Loan	07/14/2016	27,807,716.93	1		
14	Payment	07/14/2016	6,392,500.00	1		
15	Payment	07/14/2016	25,392,746.00	1		
16	Payment	12/31/2016	0.00	1		
17	Payment	12/31/2017	0.00	1		
18	Payment	12/31/2018	0.00	1		
19	Payment	12/31/2019	0.00	1		
20	Payment	12/31/2020	0.00	1		
21	Payment	09/01/2021	0.00	1		

TValue Amortization Schedule - U.S. Rule, 360 Day Year, Open Balance

	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
							Interest	Principal	Total
Loan	12/09/2013	17,971,478.00		0.00	0.00	0.00	0.00	17,971,478.00	17,971,478.00
1	12/18/2013		1,566,459.00	35,942.96	0.00	1,566,459.00	35,942.96	16,405,019.00	16,440,961.96
2	12/31/2013		0.00	47,392.28	0.00	0.00	83,335.24	16,405,019.00	16,488,354.24
2013 Totals		17,971,478.00	1,566,459.00	83,335.24	0.00	1,566,459.00			

Capital Advances

	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
							Interest	Principal	Total
3	07/28/2014		93,125.00	761,921.99	0.00	93,125.00	845,257.23	16,311,894.00	17,157,151.23
4	11/10/2014		518,308.00	380,610.86	0.00	518,308.00	1,225,868.09	15,793,586.00	17,019,454.09
5	12/31/2014		0.00	178,993.97	0.00	0.00	1,404,862.06	15,793,586.00	17,198,448.06
2014 Totals		0.00	611,433.00	1,321,526.82	0.00	611,433.00			
6	02/03/2015		704,986.00	119,329.32	0.00	704,986.00	1,524,191.38	15,088,600.00	16,612,791.38
7	05/05/2015		1,396,281.00	305,125.02	0.00	1,396,281.00	1,829,316.40	13,692,319.00	15,521,635.40
8	08/12/2015		1,221,817.00	301,231.02	0.00	1,221,817.00	2,130,547.42	12,470,502.00	14,601,049.42
9	08/18/2015		5,620,166.00	16,627.34	0.00	5,620,166.00	2,147,174.76	6,850,336.00	8,997,510.76
10	12/31/2015		0.00	205,510.08	0.00	0.00	2,352,684.84	6,850,336.00	9,203,020.84
2015 Totals		0.00	8,943,250.00	947,822.78	0.00	8,943,250.00			
11	05/31/2016		0.00	231,389.13	0.00	0.00	2,584,073.97	6,850,336.00	9,434,409.97
Loan	07/14/2016	27,807,716.93		66,981.06	0.00	0.00	2,651,055.03	34,658,052.93	37,309,107.96
12	07/14/2016		6,392,500.00	0.00	2,651,055.03	3,741,444.97	0.00	30,916,607.96	30,916,607.96
13	07/14/2016		25,392,746.00	0.00	0.00	25,392,746.00	0.00	5,523,861.96	5,523,861.96
14	12/31/2016		0.00	208,679.23	0.00	0.00	208,679.23	5,523,861.96	5,732,541.19
2016 Totals		27,807,716.93	31,785,246.00	507,049.42	2,651,055.03	29,134,190.97			
15	12/31/2017		0.00	441,908.96	0.00	0.00	650,588.19	5,523,861.96	6,174,450.15
2017 Totals		0.00	0.00	441,908.96	0.00	0.00			
16	12/31/2018		0.00	441,908.96	0.00	0.00	1,092,497.15	5,523,861.96	6,616,359.11
2018 Totals		0.00	0.00	441,908.96	0.00	0.00			
17	12/31/2019		0.00	441,908.96	0.00	0.00	1,534,406.11	5,523,861.96	7,058,268.07
2019 Totals		0.00	0.00	441,908.96	0.00	0.00			
18	12/31/2020		0.00	441,908.96	0.00	0.00	1,976,315.07	5,523,861.96	7,500,177.03
2020 Totals		0.00	0.00	441,908.96	0.00	0.00			
19	09/01/2021		0.00	299,516.07	0.00	0.00	2,275,831.14	5,523,861.96	7,799,693.10
2021 Totals		0.00	0.00	299,516.07	0.00	0.00			
Grand Totals		45,779,194.93	42,906,388.00	4,926,886.17	2,651,055.03	40,255,332.97			

An open balance of 7,799,693.10 remains on 9/1/2021.

Exhibit C
LRD Agreement

**INFRASTRUCTURE ACQUISITION
AND REIMBURSEMENT AGREEMENT**
(Leyden Rock Development, Inc.)

This **INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENT** (this “**Agreement**”) is effective as of January 1, 2017, by and between **LEYDEN ROCK METROPOLITAN DISTRICT NO. 10** (the “**District**”) a quasi-municipal corporation and political subdivision of the State of Colorado and **LEYDEN ROCK DEVELOPMENT, INC.**, a Colorado corporation (the “**Developer**”). The District and the Developer are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District has been duly and validly organized as quasi-municipal corporation and political subdivision of the State of Colorado, in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes (the “**Special District Act**”), with the power to provide certain public infrastructure, improvements and services, as described in the Special District Act, within and without its boundaries (collectively, the “**Public Infrastructure**”), as authorized and in accordance with the Service Plan for the Leyden Rock Metropolitan District Nos. 1-10 as approved by the City of Arvada, Colorado on August 22, 2011 (the “**Service Plan**”); and

WHEREAS, in accordance with the Special District Act and the Service Plan, the District has the power to acquire real and personal property, manage, control, and supervise the affairs of the District, including financing, construction, installation, operation and maintenance of the Public Infrastructure in accordance with the Service Plan, to hire and retain agents to perform the tasks empowered to the District, and to perform all other necessary and appropriate functions in furtherance of the Service Plan; and

WHEREAS, the District has determined to provide funding for the Public Infrastructure and pay all costs related thereto from legally available revenues of the District, payable to or at the direction of the Developer, in an aggregate amount equal to the District Eligible Costs approved by the District hereunder; and

WHEREAS, the Public Infrastructure will benefit the community, is in the public interest, and will contribute to the health, safety and welfare of the community at large; and

WHEREAS, the Board of Directors of the District (the “**Board**”) has determined that the best interests of the District, its residents and property owners would be served by the District’s funding, acquisition or reimbursement of the Public Infrastructure constructed by or at the direction of the Developer, including the payment of costs related thereto, as contemplated herein; and

WHEREAS, the District does not intend to direct the design or construction of any Public Infrastructure; and

WHEREAS, in accordance with § 32-1-1001(f), C.R.S., the District may acquire real and personal property necessary to the function of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, the Board has authorized its officers to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, the parties hereby agree as follows:

COVENANTS AND AGREEMENTS

1. Purpose of Agreement/Reimbursement of District Eligible Costs. The District desires hereby to induce the Developer, and Developer agrees to cause the Public Infrastructure to be designed, constructed, and completed subject to the terms and conditions set forth herein. This Agreement is necessary and appropriate to facilitate the timely provision of the Public Infrastructure through execution of one or more construction contracts by the Developer for the benefit of the District, subject to future reimbursement by the District as further set forth herein.

The Parties acknowledge and agree that construction of the Public Infrastructure by the Developer for the benefit of the District has been and is necessary and appropriate due to lack of funding currently available to the District, the need for coordinated construction efforts within the Project, coupled with the manner in which the Public Infrastructure connects with and is affected by the sequence and timing of construction, and to otherwise facilitate and coordinate the construction and development of Public Infrastructure within the Project in the most efficient and timely manner. The Parties acknowledge and agree that the expected costs of the Public Infrastructure will be reasonable due to the Developer's negotiation of the terms of the construction contract(s) for the Public Infrastructure.

Accordingly, the District has determined that this Agreement serves a public use, and is in furtherance of the District's purposes, and the District hereby agrees to reimburse the Developer from the sources set forth herein (and subject to the availability thereof), for all District Eligible Costs (as defined herein) incurred by the Developer for the Public Infrastructure. "**District Eligible Costs**" shall mean any and all costs of any kind related to the provision of the Public Infrastructure that may be lawfully funded by the District under the Special District Act, and the Service Plan, including a construction management fee not to exceed five percent (5%), and costs related to the formation of the District.

2. Prior Costs Incurred. The Parties agree and acknowledge that the Developer has incurred District Eligible Costs on behalf of the District prior to the execution of this Agreement, in anticipation that the same would be reimbursed as provided herein (the "**Prior Costs**"). The District shall reimburse the Developer for Prior Costs in accordance with, and subject to the terms and conditions, of this Agreement governing the reimbursement for District Eligible Costs for the applicable Public Infrastructure.

3. Establishment of Obligation/Dedicated and Acquired Public Infrastructure Generally. The District will be deemed to have incurred an obligation hereunder to reimburse the Developer for District Eligible Costs (“**Repayment Obligation**”) as follows:

a. Advanced Funds. With respect to funds advanced to or on behalf of the District, the District will become obligated to reimburse the Developer when:

i. The Developer has deposited immediately available funds with the District the purpose of funding District Eligible Costs; or

ii. The Developer has paid or advanced funds on behalf of the District for District Eligible Costs not otherwise directly attributable to a particular Public Infrastructure improvement or component part or subsystem thereof; and

iii. The Developer has furnished to the District the information specified in Section 4.b.ii and Section 4.b.iii and the District has received a Cost Certification as set forth in Section 4.c.i.

b. Dedicated Public Infrastructure. With respect to Public Infrastructure which is being dedicated to other governmental entities, the District will become obligated to reimburse the Developer when:

i. The Developer has furnished the information specified in Section 4.b.i, Section 4.b.ii, and Section 4.b.vi to the District, and the District has received a Cost Certification as set forth in Section 4.c.i; and

ii. Such other governmental entities have accepted dedication of such Public Infrastructure, subject to any applicable warranty period, and the Developer has executed a letter agreement in form and substance satisfactory to the District addressing maintenance of such Public Infrastructure during the applicable warranty period and the means by which any costs for corrective work or punch list items that must be completed before final acceptance by the governmental entity to which such Public Infrastructure is being dedicated will be funded.

iii. Notwithstanding the foregoing, with respect to Public Infrastructure being dedicated to other governmental entities, the District will become obligated to reimburse the Developer for District Eligible Costs for specific Public Infrastructure in advance of the acceptance of such Public Infrastructure by the applicable governmental entity, at such time as (i) the Developer complies with the requirements of Section 4.b and Section 4.c hereof, and (ii) provides assurance acceptable to the District that the Developer will execute or cause to be executed a letter agreement in form and substance satisfactory to the District addressing maintenance of such Public Infrastructure during any applicable warranty period and the means by which any costs for corrective work or punch list items that must be completed before final acceptance by the governmental entity to which such Public Infrastructure is being dedicated will be funded.

c. Acquired Public Infrastructure. With respect to Public Infrastructure to be acquired by the District from the Developer, the District will become obligated to reimburse the Developer when the District has provided an Acceptance Letter (as hereafter defined) to the

Developer, and the Developer has provided a Bill of Sale with respect to such Public Infrastructure and otherwise satisfied the conditions for the District to acquire such Public Infrastructure, all in accordance with Section 4 hereof.

d. Deferred Reimbursement or Acquisition. The Parties agree and acknowledge that certain Public Infrastructure may initially be completed and made operational by the Developer and/or other private entities, pending the completion of future agreements concerning ownership, operation, and maintenance of such Public Infrastructure by or on behalf of the District, including as appropriate, the completion of financing arrangements that produce cash proceeds sufficient to pay the costs of such Public Infrastructure. Nothing shall prohibit the District from reimbursing and/or acquiring, as appropriate, such Public Infrastructure at any time following its completion and the satisfaction of the conditions under which reimbursement is triggered hereunder. To the extent necessary to permit such acquisition and/or reimbursement to occur in the future, the District and the Developer shall cooperate to furnish such documentation as may be required as a matter of law to permit the same to occur.

4. Procedures for Acquisition of Infrastructure.

a. General. This Section and its subparagraphs govern the procedures for acquisition by the District of Public Infrastructure not otherwise being dedicated to other governmental entities. The District hereby agrees to acquire the Public Infrastructure constructed by the Developer, for the amount of District Eligible Costs thereof, upon the District's acceptance of the Public Infrastructure or such other date as may be mutually agreed upon by the parties, subject to the provisions of this Section 4 and the procedures set forth below. Payment shall be made in accordance with Sections 6 and 7 of this Agreement.

b. Application for Acquisition – Completed Infrastructure. Upon completion of any Public Infrastructure (or portion thereof which, in the reasonable opinion of the District based upon advice from its engineers and legal counsel, constitutes a discrete subsystem or component of a larger improvement or structure that may be separately acquired), the Developer shall submit the following materials in form and substance reasonably satisfactory to the District :

i. A description of the Public Infrastructure to be acquired and the proposed District Eligible Costs thereof.

ii. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from suppliers and subcontractors, as applicable.

iii. Evidence that any and all real property interests necessary to permit the District's use and occupancy of the Public Infrastructure have been granted, or, if permitted solely in the discretion of the District, assurance acceptable to the District that the Developer will execute or cause to be executed such instruments as shall satisfy this requirement.

iv. A complete set of electronic or 24" by 36" mylar reproducible "as-built" drawings of the Public Infrastructure which are certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, showing accurate size and

location of all Public Infrastructure. Such drawings shall be in form and content reasonably acceptable to the District . Where Public Infrastructure is being acquired as discrete subsystems or components, this requirement may be satisfied upon final completion of the Public Infrastructure of which the subsystem or component is a part.

v. A form of Bill of Sale or other instrument of conveyance (in form and substance acceptable to the District in its reasonable discretion) by which the Public Infrastructure (or component part or subsystem) will be conveyed to or at the direction of the the District .

vi. Such additional information as the District may reasonably require.

c. The District Review and Certification Procedures. Following receipt of the materials described above, and within a reasonable period of time thereafter:

i. The District’s accountant or engineer shall review the invoices and other material presented to substantiate the District Eligible Costs and shall issue a cost certification in form and substance reasonably acceptable to the District declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition (the “**Cost Certification**”). The Developer shall have a reasonable opportunity to dispute the conclusions set forth in the Cost Certification; however, the District shall finally determine the matter based upon the recommendation of its accountant or engineer engaged to advise the District on the matter.

ii. The District’s engineer or other appropriate design professional shall inspect the Public Infrastructure for compliance with applicable design and construction standards, and review all supporting material, and shall issue an engineer’s certification in form and substance reasonably acceptable to the District stating that the Public Infrastructure is fit for its intended purpose, and that it (or its individual components and/or subsystems, if applicable) was constructed substantially in accordance with its design (the “**Engineer’s Certification**”). In the event the District’s engineer or other appropriate design professional reasonably determines that corrective work must be completed before the Engineer’s Certificate can be issued, the Developer shall promptly be given written notice thereof and an opportunity to dispute and/or complete such corrective work, and the Engineer’s Certificate may thereafter issue.

iii. Subject to the receipt of a satisfactory Cost Certification and Engineer’s Certification as set forth above, and satisfaction of any other conditions reasonably required by the District , the District shall evidence its acceptance of the Public Infrastructure by issuing an “**Acceptance Letter.**”

d. Conveyance of Infrastructure/ Dedication.

i. Promptly upon a request from the Developer, but in any event subsequent to furnishing the Acceptance Letter, the District shall tender the amount of the approved District Eligible Costs hereof (in the form of proceeds, Reimbursement Obligations, or both), and the Developer shall convey the Public Infrastructure to the District by means of a Bill of Sale, or other instrument of conveyance in form and substance reasonably acceptable to the District .

ii. At the time of conveyance of any Public Infrastructure under Section 4.d.i to the District , the Developer shall assign to the District any warranties and contract rights associated with the Public Infrastructure.

5. Interest on District Eligible Costs. With respect to Repayment Obligations incurred under this Agreement, such Repayment Obligation shall bear simple interest at a rate of 8% per annum from the date any such Repayment Obligation is incurred (as set forth on the schedules maintained by the District), to the earlier of the date a Reimbursement Obligation is issued, or the date of payment of such amount in full. Upon issuance of any Reimbursement Obligation, the amount due and owing represented by said obligation shall accrue interest as provided for in such Reimbursement Obligation.

6. Terms of Repayment.

a. The District shall repay District Eligible Costs from the proceeds of loans or bonds issued by the District , and/or other legally available funds of the District not otherwise required for reasonable operating costs of the District. Any mill levy certified by the District for the purposes of repaying costs hereunder shall be subject to any restrictions provided in the Service Plan, electoral authorization, or any applicable laws.

b. The provision for repayment of amounts due hereunder, as set forth in Section 6.a hereof, shall be subject to annual appropriation by the District. Nothing shall prohibit the issuance of Reimbursement Obligations hereunder to pay Repayment Obligations and District Eligible Costs on terms that are not subject to annual appropriation, as further set forth in Section 7.

7. Issuance of Reimbursement Obligations.

a. Subject to the conditions of this Section 7 hereof, upon request of the Developer, the District shall issue one or more Reimbursement Obligations payable to or at the direction of the Developer to evidence any Repayment Obligation of the District then existing with respect to District Eligible Costs due the Developer under this Agreement. Such Reimbursement Obligation shall be payable from the sources identified in the Reimbursement Obligation, including but not limited to, bond or loan proceeds, ad valorem property tax revenues of the District and any other revenues made available to the District. Such Reimbursement Obligation shall mature on a date or dates, and bear interest at a market rate, to be determined at the time of issuance of such Reimbursement Obligations. The District shall be permitted to prepay any Reimbursement Obligation, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued to the date of prepayments on the principal amount prepaid. The District and the Developer shall negotiate in good faith the final terms and conditions of the Reimbursement Obligation.

b. Notwithstanding anything contained herein to the contrary, so long as any amounts are outstanding on the District's Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2016A ("**2016A Bonds**"), its Limited Tax Subordinate General Obligation Bonds, Series 2016B ("**2016B Bonds**" and together with the 2016A Bonds, the "**2016 Bonds**"), and any other third party bonds issued by the District , or any

refundings of any of the same, the District's obligations and its pledge of revenues under any Reimbursement Obligations issued by the District hereunder shall be subordinate to its obligations and pledge of revenues under the 2016 Bonds and any other third party bonds issued the District, and any refundings of the same. Additionally, the issuance of any Reimbursement Obligations hereunder is restricted by the terms of the trust indentures related to the 2016 Bonds regarding the issuance of additional debt.

c. The District and RRCEA LLC are parties to that certain Amended and Restated Infrastructure Acquisition and Reimbursement Agreement dated July 14, 2016 (the "**RRCEA Agreement**"). Notwithstanding anything contained herein to the contrary, the Parties covenant, consent, and agree that any Reimbursement Obligation issued under this Agreement is subordinate to any and all amounts due and owing to RRCEA LLC under the RRCEA Agreement.

d. The issuance of any Reimbursement Obligation shall be subject to the availability of an exemption (if required) from the registration requirements of Section 11-59-106, C.R.S., and shall be subject to such prior filings with the Colorado State Securities Commissioner as may be necessary to claim such exemption, in accordance with Section 11-59-110, C.R.S., and any regulations promulgated thereunder.

e. In connection with the issuance of any such Reimbursement Obligation, the District shall make such filings as it may be deemed necessary to comply with the provisions of Section 32-1-1604, C.R.S., as amended.

f. The terms of this Agreement may be used to construe the intent of the District and the Developer in connection with the issuance of any Reimbursement Obligation, and shall be read as nearly as possible to make the provisions of any Reimbursement Obligation and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Obligation, the terms of such Reimbursement Obligation shall prevail.

g. If, for any reason, a Reimbursement Obligation is determined to be invalid or unenforceable, the District shall issue a new Reimbursement Obligation to the Developer that is legally enforceable, subject to the provisions of this Section 7.

h. In the event that it is determined that payments of all or any portion of interest on a Reimbursement Obligation may be excluded from gross income of the holder thereof for federal income tax purposes upon compliance with certain procedural requirements and restrictions that are not inconsistent with the intended uses of funds contemplated herein and are not overly burdensome to the District, the District agrees, upon request of the Developer, to take all action reasonably necessary to satisfy the applicable provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

8. Multiple Fiscal Year Obligations. Amounts due hereunder (except to the extent converted into Reimbursement Obligations) shall not constitute a debt or indebtedness of the District within the meaning of the Colorado Constitution.

9. Indemnification/Tax Exemption. The Developer hereby agrees to indemnify and save harmless the District from all claims and/or causes of action, including mechanic's liens, arising out of the performance of any act or the nonperformance of any obligation with respect to the Public Infrastructure provided by the Developer, any filings made by or on behalf of the Developer with the Internal Revenue Service in connection with this Agreement, and any challenges made by the Internal Revenue Service to the tax exempt nature of interest on Repayment Obligations owed to the Developer hereunder, and in that regard agrees to pay any and all costs incurred by the District as a result thereof, including settlement amounts, judgments and reasonable attorneys' fees. The Developer acknowledges that the District has not, by execution of this Agreement, made any representation as to the treatment of interest accrued on Repayment Obligations hereunder for purposes of federal or state income taxation.

10. Default.

a. Event of Default. It shall be an "**Event of Default**" or a "**Default**" under this Agreement if the District or the Developer defaults in the performance or observance of any of the covenants, agreements, or conditions set forth herein (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body).

b. Grace Periods. Upon the occurrence of an Event of Default, such party shall, upon written notice from the District or the Developer, as applicable, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature which is not capable of being cured within the applicable time period, shall be commenced within such time period and diligently pursued to completion.

c. Remedies on Default. Whenever any Event of Default occurs and is not cured under Section 10.b of this Agreement, the non-defaulting party injured by such Default and having a remedy under this Agreement may take any one or more of the following actions:

i. Suspend performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its Default and continue its performance under this Agreement; or

ii. Cancel and rescind the Agreement with respect to the duties of such non-defaulting party under this Agreement; or

iii. Proceed to protect and enforce its respective rights by such suit, action, or special proceedings as the District or the Developer deems appropriate under the circumstances, including without limitation an action in mandamus or for specific performance.

d. Delay or Omission No Waiver. No delay or omission of any party to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient.

13. Amendments. This Agreement may only be amended or modified by a writing executed by both the District and the Developer.

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 of this Agreement, 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. Applicable Laws. 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 arising from this Agreement shall be in the District Court in and for the county in which the District is located.

16. Assignment. This Agreement may not be assigned by the District without the express prior written consent of the Developer, and any attempt to assign this Agreement in violation hereof shall be null and void. This Agreement may not be assigned by the Developer and any attempt to assign this Agreement shall be null and void.

17. Authority. By execution hereof, the District and the Developer represents and warrants that its representative signing hereunder has full power and lawful authority to execute this Agreement and to bind the respective party to the terms hereof.

18. Entire Agreement. This Agreement constitutes and represents the entire, integrated agreement between the District and the Developer with respect to the matters set forth herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date set forth above.

19. Inurement. The terms of this Agreement shall be binding upon, and inure to the benefit of the parties as well as their respective successors and permitted assigns.

20. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

21. 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.

22. 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written. 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

**LEYDEN ROCK METROPOLITAN DISTRICT
NO. 10**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
President

ATTEST

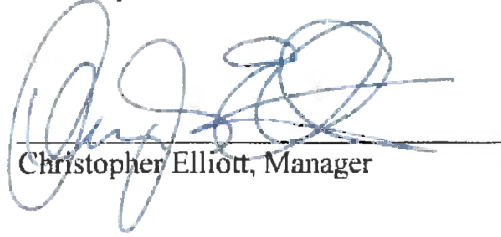
Secretary

APPROVED AS TO FORM:
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Megan G. Murphy
General Counsel to the District

LEYDEN ROCK DEVELOPMENT, INC., a
Colorado corporation

By:



Christopher Elliott, Manager

Exhibit D
Filing 5 Retainage

Filing 5 Pavement Repairs Summary

	Quantity	Units	Unit Price	Total
Full Reconstruction	1	LS	\$743,003.00	\$743,003.00
Mill and Overlay	1	LS	\$711,345.00	\$711,345.00
Associated Cost	1	LS	\$178,140.00	\$178,140.00
				\$1,632,488.00
Contingency 10%				\$163,248.80
TOTAL				\$1,795,736.80

Filing 5 Reconstruction

Removal	Quantity	Units	Unit Price	Total
Culebra St. 50% - 5"	2,640	SY	\$15.00	\$39,600.00
84th Ave 4"	2,227	SY	\$15.00	\$33,405.00
Zircon Way 5"	1,931	SY	\$15.00	\$28,965.00
Yule St. 4"	4,533	SY	\$15.00	\$67,995.00
Windy St 4"	1,487	SY	\$15.00	\$22,305.00
87th Ave 4"	3,549	SY	\$15.00	\$53,235.00
				\$245,505.00

Filing 5 Reconstruction**Subgrade Prep/Cement Treatment**

	Quantity	Units	Unit Price	Total
Culebra St. 50% - 5"	2,640	SY	\$9.00	\$23,760.00
84th Ave 4"	2,227	SY	\$9.00	\$20,043.00
Zircon Way 5"	1,931	SY	\$9.00	\$17,379.00
Yule St. 4"	4,533	SY	\$9.00	\$40,797.00
Windy St 4"	1,487	SY	\$9.00	\$13,383.00
87th Ave 4"	3,549	SY	\$9.00	\$31,941.00
				\$147,303.00

Filing 5 Reconstruction**Paving**

	Quantity	Units	Unit Price	Total
Culebra St. 50% - 5"	2,640	SY	\$25.00	\$66,000.00
84th Ave 4"	2,227	SY	\$20.00	\$44,540.00
Zircon Way 5"	1,931	SY	\$25.00	\$48,275.00
Yule St. 4"	4,533	SY	\$20.00	\$90,660.00
Windy St 4"	1,487	SY	\$20.00	\$29,740.00
87th Ave 4"	3,549	SY	\$20.00	\$70,980.00
				\$350,195.00

Reconstruction Total**\$743,003.00****Filing 5 Mill and Overlay****2" Mill and Overlay**

	Quantity	Units	Unit Price	Total
Blanca Ct	742	SY	\$16.00	\$11,872.00
85th Drive	8,752	SY	\$16.00	\$140,032.00
86th Ave	1,631	SY	\$16.00	\$26,096.00
86th Ln	1,618	SY	\$16.00	\$25,888.00
Wilkerson	1,066	SY	\$16.00	\$17,056.00
Leyden Rock Dr	6,029	SY	\$16.00	\$96,464.00
84th Pl	2,020	SY	\$16.00	\$32,320.00
84th Drive	2,341	SY	\$16.00	\$37,456.00
Yucca St	2,299	SY	\$16.00	\$36,784.00
87th Dr	1,132	SY	\$16.00	\$18,112.00
Culebra St 50%	2,640	SY	\$16.00	\$42,240.00

0

\$0.00

\$484,320.00**Filing 5 Mill and Overlay****Patching**

	Quantity	Units	Unit Price	Total
Blanca Ct	111	SY	\$50.00	\$5,565.00
85th Drive	1,313	SY	\$50.00	\$65,640.00
86th Ave	245	SY	\$50.00	\$12,232.50
86th Ln	243	SY	\$50.00	\$12,135.00
Wilkerson	160	SY	\$50.00	\$7,995.00
Leyden Rock Dr	904	SY	\$50.00	\$45,217.50
84th Pl	303	SY	\$50.00	\$15,150.00
84th Drive	351	SY	\$50.00	\$17,557.50
Yucca St	345	SY	\$50.00	\$17,242.50
87th Dr	170	SY	\$50.00	\$8,490.00
Culebra St 50%	396	SY	\$50.00	\$19,800.00
	0			\$0.00

\$227,025.00**Mill and Overlay Total****\$711,345.00****Associated Costs**

	Quantity	Units	Unit Price	Total
Mobilization	1	LS	\$25,000.00	\$25,000.00
Manhole Adjustments	104	SY	\$810.00	\$84,240.00
Water Valve Adjustments	63	SY	\$300.00	\$18,900.00
Traffic Control	1	LS	\$50,000.00	\$50,000.00

\$178,140.00