

**LEYDEN ROCK METROPOLITAN DISTRICT
SPECIAL MEETING**

Leyden Rock Clubhouse
(17685 W. 83rd Dr., Arvada, CO)
Tuesday, March 19, 2024 at 6:00 PM
<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian Arditia, Assistant Secretary	Term to May 2025
Tanis Batsel Stewart, Assistant Secretary	Term to May 2025

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
 - a. Approval of Minutes from February 20, 2024 Regular Meeting (**enclosure**)
 - b. Ratification of Requisition No. 15 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
6. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)
 - b. Consider Approval of Engagement Letter with Dazzio & Associates to Prepare 2023 Audit (**enclosure**)
 - c. Other Financial Matters
7. District Management Matters
 - a. District Manager’s Report (**enclosure**)
 - b. Discussion Regarding Use of Safety Grant Funds (**enclosure**)
 - c. Discussion Regarding NextDoor Public Agency Account
 - d. Discussion and Consider Approval of Winter Rock Project Repairs Proposal (**enclosure**)
 - e. Discussion and Consider Approval of Pool Shade Installation & Removal (**enclosure**)
 - f. Other Management Matters
8. Director’s Matters
 - a. Discussion Regarding Security Cameras at Entrances
 - b. Discussion Regarding Power at Culebra and Yule Entrances
 - c. Discussion Regarding Initial Plans for Improvements to Daybreak and Westridge Parks
 - d. Other Director’s Matters
9. Capital Projects Discussion

2024 Regular Meetings

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

- a. Discussion Regarding Trails Project
 - b. Other Capital Project Matters
- 10. Legal Matters
 - a. Consider Approval of Maintenance and Indemnity Agreement (**enclosure**)
 - b. Other Legal Matters
- 11. Other Business
- 12. Adjourn

2024 Regular Meetings

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

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, February 20, 2024, at 6:00 P.M. via
teleconference

Attendance

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

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardit
Tanis Batsel-Stewart

Also present: Megan J. Murphy, Esq. and Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call and Christine Ahern, AdvanceHOA, District Management; Alex Graves, Flock Security; Officer Sheehan and Detective Cooke, Arvada Police Department; Angie Sherman, Keesen Landscape Management; Ben Coffee, Weather Tracker Hydropoint; and members of the public.

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

Agenda

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

Public Comment

Mr. Brown presented a trail map design to meet the survey expectations to the Board. Mr. Brown requested the Board to consider this map in the trail design.

Director Plummer noted he received an email from Wendy Fetterhoff requesting the jellyfish lighting to be on the same schedule as the other lights in the community.

Mr. Woodley requested the public to join the community meeting with the City of Arvada on February 28th regarding emergency preparedness.

Consent Agenda

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

- Minutes from February 20, 2024, Regular Meeting;
- Requisition No. 16 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021;
- Requisition No. 14 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021; and
- Resolution Designating Meeting Notice Posting Location.

Presentation by Flock Safety for Proposed Security Cameras at Entrances

Mr. Graves presented a proposal for license plate reader security cameras to the Board. Director Vernon inquired about vandalism to the security cameras. Mr. Graves noted the District would pay \$800 to replace the camera if vandalized.

Director Plummer requested statistics regarding the reduction of crime with the installation of cameras. Mr. Graves noted the reduction is about 60-80% in business development areas. Director Plummer inquired about signage for cameras. It was noted the community can decide whether to include a sign, which is included in pricing.

Director Cunningham inquired about the source of the statistics. Mr. Graves notes the studies were completed with Flock Safety and law enforcement partners. Director Cunningham inquired about the other locations that Flock Safety serves in Colorado. Mr. Graves noted they serve about 400 locations. Director Cunningham inquired about the

price of the security cameras. Mr. Graves stated the prices is \$2,500 per camera plus a onetime installment fee for a total of \$12,600. The renewal price requires a 60-day notice.

Director Vernon inquired about the removal of cameras. Mr. Graves notes the contract terms cover removal and returning the property to its previous state.

Director Plummer asked about Flock Safety's revenue. Mr. Graves notes their revenue is from the subscription and they do not have access to the photos. Administrative users and police departments have access to the photos. Director Plummer inquired about the storing of information. Mr. Graves responded the images are in a cloud system for 30 days and the bad actors list is maintained by the Federal Bureau of Investigation. Director Vernon prefers that the District does not have access to images.

Director Vernon inquired about response time regarding stolen vehicles entering the community. Officer Sheehan noted there are multiple variables that can impact response time.

Director Arditia inquired about additional cost for the Arvada Police Department to review 30 days of data. Detective Cooke responds that it is not an additional cost.

Director Cunningham inquired about images taken at night. Mr. Graves notes the images are infrared. The Board can elect to create a list noting resident vehicles. Detective Cooke noted the purpose of the cameras is not to monitor every vehicle entering the community but rather to pinpoint data during the time of a crime.

Director Vernon inquired about the Leyden Ranch Metropolitan District and if they are willing to pay for a camera. Legal Counsel will reach out to the District.

Mr. Graves noted there is no additional cost for removal of security cameras.

Director Vernon requested community meetings with the Arvada Police Department every six months. Officer Sheehan agreed that community meetings are every six months are possible.

Director Cunningham requested to defer a decision until the Board can collect community input. The Board deferred this matter to the next meeting. Director Batsel Stewart requested a survey in the community newsletter.

Director Ardita inquired about the trails survey. Ms. Call noted the survey received 56 responses. Director Vernon conducted a survey on NextDoor noting that 20% of respondents would prefer not to have cameras. Most surveyors did not want to allow the District or staff access to the information. Ms. Call to send out survey regarding security systems with the assistance of Director Vernon and Director Cunningham. Ms. Stutz noted the possible risks and notes liability for the District is low.

Financial Matters

Consider Approval of Payables/Financials

Director Vernon noted he requested the District Accountant not attend meetings to save costs. Director Cunningham presented the financial statements dated December 31, 2023 to the Board. Director Cunningham presented the Claims dated January 10, 2024 through February 13, 2024 in the amount of \$87,395.54 to the Board.

Director Ardita inquired about the Equalized Productions project and Ms. Call noted it was completed.

Director Vernon requested Legal Counsel to connect CSAFE and UMB Bank with Director Vernon and Director Cunningham. Director Vernon inquired about renegotiated covenant in Bonds. Legal Counsel to check with the underwriter about changes to funding provisions of the bonds.

Following discussion, upon a motion duly made and seconded the Board unanimously approved the financial statements and claims.

Other Financial Matters

None.

District Management Matters

District Manager's Report

Ms. Call presented the report to the Board. Ms. Call noted upcoming events in the District. The Winter Rock and Clubhouse refresh are in progress. Ms. Ahern notes the Easter Egg event is coming up. The Clubhouse will be closed in April for renovations. A new craft club has been created. Ms. Ahern notes additional sponsors for clubhouse events.

Discuss and Consider Approval of Smart Irrigation System, Hydropoint Subscription

Mr. Coffee provided an overview of the WeatherTrak smart irrigation system to the Board. WeatherTrak is a smart controller meant to eliminate waste based on local weather conditions. Following discussion, upon a motion duly made and seconded, the

Board unanimously approved the irrigation system, not to exceed the amount of \$9,360 through January 31, 2025. WeatherTrak to provide usage report.

Other Management Matters

Director Cunningham inquired about the parking lot lights. Ms. Call noted she is working on vendors for the project.
Director Ardita inquired about tree service regarding damage to the trail. Ms. Call noted she is working with Preservation Tree Care.

Director Vernon inquired about the 2022 Audit. Legal Counsel will provide a copy of the 2022 Audit to the Board. Director Cunningham inquired about violation of covenants in the bond documents. Legal Counsel will provide a copy of the Continuing Disclosure Agreement to the Board.

Director's Matters

Discussion Regarding Jellyfish Lighting

Director Plummer engaged in discussion with the Board regarding jellyfish lighting. Ms. Call spoke with Covenant Enforcement Counsel about lighting. Outdoor lighting is allowed on federal holidays and off all other periods. Director Ardita inquired about bistro lights. Director Batsel Stewart inquired about noise ordinance and lights being under one umbrella. Director Batsel Stewart and Director Plummer will work on revising language for guidelines to include jellyfish lighting in the standard lighting restriction. Director Ardita inquired about other communities' positions on jellyfish lighting. Ms. Call noted other communities have implemented this restriction, but the issues come with enforcement.

Other Director's Matters

Director Batsel Stewart inquired about voting to approve terra seeding where there are erosion issues. Ms. Call noted the Ascent Land Development is working on this. Ms. Call will reach out to Ascent to get this project moving forward.

Director Vernon notes he met with the interim director of Jefferson Parkway Authority. Director Vernon is working with the City to develop different designs for signs. The District is being pressured from Code Enforcement to replace the signs.

Director Vernon was contacted by a cell phone tower company working with T-Mobile. They would like to provide a tower to support all three major carriers.

Director Vernon engaged in discussion with the Board regarding the Yule Yucca easement and inquired if the Board would like to discuss options for amenities in the space at another meeting. The

following amenities have been presented to the Board: sand volleyball, exercise station, Frisbie golf, community garden, amphitheater, food truck, ping pong, pickle ball, junior mountain bike trail, pump track, mountain bike trail, and mountain bike parking lot. The Board is not in favor of the amenities presented and determined not to discuss further. Director Vernon reminded the Board that the District should discuss how to expend the remaining capital funds by August 2024.

Director Cunningham inquired about the Jefferson Parkway Authority meeting. Director Vernon noted they elected Board Members and there was an agenda item regarding Broomfield's withdrawal, which is still in progress. Director Vernon noted the negotiations on the withdrawal are anticipated to be completed by June.

Director Cunningham engaged in discussion with the Board regarding Yule Yucca. Director Cunningham noted that he discussed the petition with residents who live in the area and when the petition was signed, the Board was discussing installing several amenities in the area. Since that time, the Board has focused on a trail and, from his discussions with the residents in the area, the trails have been well received.

Capital Projects Discussion

Discussion Regarding Trails Project

Director Cunningham provided an update. Director Cunningham noted he is in favor of the trails, but he was surprised by the cost. The Board suggested mountain biking at Park and 82nd or the hill. Director Vernon noted concerns about natural trails but is more interested in narrower trails. Director Ardita agrees. District Batsel Stewart notes the trail builder will have experience and the maintenance will be shared with the City of Arvada. Director Plummer supports natural trails but would like to find a compromise. Director Plummer noted a mountain biking group should be active in supporting the process, such as providing assistance with research for funding, etc. Director Vernon prefers to see trail extended beyond the demo garden.

Other Capital Project Matters

Ms. Call inquired about the March 5, 2024 Capital Projects Meeting. The Board is in favor of canceling that meeting pending available updates from Ms. Cooley.

Legal Matters

Other Legal Matters None.

Other Business

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 March.

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

Requisition No. 15

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 \$158,021.85.

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 previously provided 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 5th day of March, 2024.

DocuSigned by:
Brett Vernon
644222FA220E43A...

District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 1 Total				2,641,085.68	01/04/23
Requisition No. 2 Total				237,457.05	01/06/23
Requisition No. 3 Total				124,750.00	01/12/23
Requisition No. 4 Total				47,807.79	01/25/23
Requisition No. 5 Total				8,347.49	02/22/23
Requisition No. 6 Total				7,498.75	03/17/23
Requisition No. 7 Total				84,504.79	06/08/23
Requisition No. 8 Total				110,682.19	06/30/23
Requisition No. 9 Total				54,211.10	08/31/23
Requisition No. 10 Total				56,513.29	09/28/23
Requisition No. 11 Total				53,930.50	11/13/23
Requisition No. 12 Total				4,736.15	12/14/23
Requisition No. 13 Total				47,360.23	01/11/24
Requisition No. 14	7769	The Architerra Group, Inc.	02/05/24	12,734.95	
Requisition No. 14 Total				12,734.95	02/13/24
Requisition No. 15	S-2048	Equalized Productions	02/16/24	20,301.85	
Requisition No. 15	BRO 242133	Keesen Landscape	02/23/24	137,720.00	
Requisition No. 15 Total				158,021.85	
Total Requisitioned				\$ 3,649,641.81	

Equalized Productions, LLC
 PO Box 745519
 Arvada, CO 80006
 (720) 639-6571
 www.equalizedproductions.com

Invoice



BILL TO
Leyden Rock Metro District 17685 W 83rd Drive Arvada, CO 80007

SHIP TO
Leyden Rock Metro District 17685 W 83rd Drive Arvada, CO 80007

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
S-2048	02/16/2024	\$20,301.85	02/16/2024	Due on receipt	

JOB NAME
FINAL BILLING

JOB NUMBER
#2023-108

ITEM	QTY	RATE	AMOUNT
Sales FINAL Payment for Clubhouse AV system per quote #2020 - Total remaining balance is \$1,045.00	1	1,045.00	1,045.00
Sales Final payment for Clubhouse surveillance system per quote #2636 - No prepayment was collected for this scope	1	19,256.85	19,256.85

SUBTOTAL	20,301.85
TAX	0.00
TOTAL	20,301.85
BALANCE DUE	\$20,301.85



3355 South Umatilla Street
Englewood, CO 80110

Phone: 303.761.0444
Fax: 303.761.3466
service@keesenlandscape.com

INVOICE **BRO 242133**
INVOICE DATE 02/23/2024

BILL TO
Leyden Rock Metropolitan District
c/o Advanced HOA Management
17685 W. 83rd Dr.
Arvada, CO 80007

Phone:303-518-6815

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

INVOICE	TERMS	ACCOUNT OWNER
02/23/2024	Net 30	Angie Sherman
DESCRIPTION		PRICE

<p>#99326 - 2023 Winter Parkway Project - Section B: Rock Only</p> <p>Leyden Rock Parkway - Native Area Conversion to Landscape:</p> <p>Area from Yule down the hill to the crosswalk at 85th</p> <p>This proposal is to convert what was designed to be native grasses in the approximately 10' wide area between the street and sidewalk to a simple managed landscape area. The reasons for improving these sections are primarily:</p> <ul style="list-style-type: none"> • Erosion is heavy because seeding hasn't taken or been sustained so a significant portion of soil washes out potentially leading to numerous short and long term issues • Seed is struggling and will continue to struggle because there is no irrigation to provide any supplemental water in times of prolonged absence of rainfall plus salt damage from snow removal activity • Difficult to maintain to an acceptable standard due to numerous factors <p>This will be all rock beds with 1 1/2" river rock with ornamental grasses spaced throughout. These new rock beds will have drip irrigation for the plants. The entire area will be amended with new soil in order to fix grading issues from erosion as well as enrich all of the soil in the event more plants are installed in open areas at a later time.</p> <p>Scope of work is extensive and will include the following:</p> <ul style="list-style-type: none"> • Preparation including rough grade and cleaning of rock • Tilling of all work area including addition of amendment for plant growth • Installation of irrigation • Installation of weed barrier fabric • Installation of ornamental grasses in rock bed • Installation of river rock in rock bed sections <p>Budget for the installation and wiring of new zone valves is included in this proposal. A change order would only be necessary if there was an issue preventing the wiring of new valve(s) being completed due to damaged or missing control wires or other significant irrigation variances not anticipated/known.</p> <p>*Pricing for this project is discounted for installation between 11/1 of 2023 and 3/1 of 2024. There is also a budget for watering of the new grasses to help establish those while the water is off till spring*</p> <p><i>LRP Native to Landscape Section #2</i></p>	<p>\$137,720.00</p>
<p>Sales Tax (.00%)</p>	<p>\$0.00</p>
<p>Thank you for your business!</p>	
<p>INVOICE GRAND TOTAL</p>	<p>\$137,720.00</p>

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.

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2023
Updated as of March 13, 202

	General Fund	Debt Service Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>				
Balance as of 12/31/23	\$ 42,326.41	\$ -	\$ -	\$ 42,326.41
Subsequent activities:				
01/11/24 Requisition No. 13	-	-	47,360.23	47,360.23
01/12/24 Transfer from CSAFE	2,500.00	-	-	2,500.00
01/16/24 Bill.com Payments	(40,035.31)	-	(47,360.23)	(87,395.54)
01/19/24 ADP Wage Pay	(215.30)	-	-	(215.30)
02/12/24 Transfer from CSAFE	1,500.00	-	-	1,500.00
02/13/24 Requisition No. 14	-	-	12,734.95	12,734.95
02/16/24 Bill.com Payments	(1,020.00)	-	(12,734.95)	(13,754.95)
02/20/24 Transfer from CSAFE	150,000.00	-	-	150,000.00
02/21/24 Transfer to AHM	(150,000.00)	-	-	(150,000.00)
02/23/24 ADP Wage Pay	(215.30)	-	-	(215.30)
02/28/24 Transfer from CSAFE	75,000.00	-	-	75,000.00
03/11/24 Requisition No. 15	-	-	158,021.85	158,021.85
03/13/24 Transfer from CSAFE	50,000.00	-	-	50,000.00
Anticipated activities:				
Anticipated Requisition No. 16	-	-	4,324.40	4,324.40
Anticipated Bill.com Payments	(104,084.91)	-	(162,346.25)	(266,431.16)
Anticipated Balance	\$ 25,755.59	\$ -	\$ -	\$ 25,755.59
<u>CSAFE</u>				
Balance as of 12/31/23	\$ 227,381.88	\$ 250.00	\$ -	\$ 227,631.88
Subsequent activities:				
01/10/24 Property/SO tax	6,460.98	9,564.79	-	16,025.77
01/12/24 Transfer to First Bank	(2,500.00)	-	-	(2,500.00)
01/24/24 Pledged Revenue Transfer	-	(9,564.79)	-	(9,564.79)
01/31/24 Interest Income	1,095.44	-	-	1,095.44
02/09/24 Property/SO tax	11,260.59	14,645.13	-	25,905.72
02/12/24 Transfer to First Bank	(1,500.00)	-	-	(1,500.00)
02/20/24 Transfer to First Bank	(150,000.00)	-	-	(150,000.00)
02/28/24 Transfer to First Bank	(75,000.00)	-	-	(75,000.00)
02/29/24 Interest Income	829.22	-	-	829.22
03/11/24 Property/SO tax	786,152.20	1,022,443.78	-	1,808,595.98
03/13/24 Transfer to First Bank	(50,000.00)	-	-	(50,000.00)
Anticipated activities:				
Anticipated Pledged Revenue Transfer	-	(1,037,338.91)	-	(1,037,338.91)
Anticipated Balance	\$ 754,180.31	\$ -	\$ -	\$ 754,180.31
<u>UMB - 2021 Bond Fund</u>				
Balance as of 12/31/23	\$ -	\$ 251,244.52	\$ -	\$ 251,244.52
Subsequent activities:				
1/24/2024 Pledged Revenue Transfer	-	9,564.79	-	9,564.79
1/31/2024 Interest Income	-	1,093.63	-	1,093.63
2/29/2024 Interest Income	-	1,125.25	-	1,125.25
Anticipated activities:				
Anticipated Pledged Revenue Transfer	-	1,037,338.91	-	1,037,338.91
Anticipated Balance	\$ -	\$ 1,300,367.10	\$ -	\$ 1,300,367.10
<u>UMB - 2021 Project Fund</u>				
Balance as of 12/31/23	\$ -	\$ -	\$ 4,266,437.27	\$ 4,266,437.27
Subsequent activities:				
1/11/2024 Requisition No. 13	-	-	(47,360.23)	(47,360.23)
1/31/2024 Interest Income	-	-	18,994.68	18,994.68
2/13/2024 Requisition No. 14	-	-	(12,734.95)	(12,734.95)
2/29/2024 Interest Income	-	-	18,833.67	18,833.67
3/11/2024 Requisition No. 15	-	-	(158,021.85)	(158,021.85)
Anticipated activities:				
Anticipated Balance	\$ -	\$ -	\$ 4,086,148.59	\$ 4,086,148.59
Anticipated Balances	\$ 779,935.90	\$ 1,300,367.10	\$ 4,086,148.59	\$ 6,166,451.59

Yield information (as of 02/29/24):

CSAFE - 5.44%

UMB invested in Goldman Sachs Govt Fund - 5.15%

Leyden Rock Metropolitan District
Interim Claims 02/14/24 - 03/13/24

Invoice Date	Payment Date	Vendor	Reference #
06/30/23	02/16/24	Winzenburg, Leff, Purvis & Payne, LLP	689221
12/15/23	03/13/24	Wendy Fetterolf	206
12/31/23	02/16/24	Winzenburg, Leff, Purvis & Payne, LLP	695051
01/31/24	02/16/24	Winzenburg, Leff, Purvis & Payne, LLP	695884
02/05/24	02/16/24	The Architerra Group, Inc.	7769
02/16/24	03/13/24	Wesley Wallcovering, LLC	Estimate 1053
02/16/24	03/13/24	Equalized Productions	S-2048
02/19/24	03/13/24	Special District Association	2024 Dues
02/22/24	03/13/24	Santiago's Pro Painting LLC	SantiagoFeb24
02/22/24	03/13/24	Loft & Blush Interiors, LLC	ReimbursementFeb24
02/23/24	03/13/24	Loft & Blush Interiors, LLC	ReimbursementFeb24-3
02/23/24	03/13/24	Arteriors	SQ001884
02/27/24	03/13/24	Respect Electric, LLC	Feb-24
03/01/24	03/13/24	Blinds Couture LLC	10313 - 10314

Amount

\$ 374.00

336.67

408.00

238.00

12,734.95

950.00

20,301.85

534.96

1,260.00

11,022.56

2,207.67

16,339.12

1,325.00

9,018.31

\$ 77,051.09



Dazzio & Associates, PC
Certified Public Accountants

October 9, 2023

To the Board of Directors and Management
Leyden Rock Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111

We are pleased to confirm our understanding of the services we are to provide Leyden Rock Metropolitan District (the District) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023.

We have also been engaged to report on supplementary information that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balance –Budget and Actual – Debt Service Fund
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance –Budget and Actual – Capital Projects Fund

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected
- 2) Schedule of Debt Service Requirements to Maturity
- 3) Continuing Disclosure Obligation

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal

control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Dazzio & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dazzio & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulatory agency or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Stephen Dazzio is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$6,600. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional

time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the District’s financial statements which, if applicable, will also address other information in accordance with *AU-C 720, The Auditor’s Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Dazzio & Associates, P.C.

Dazzio & Associates, PC

RESPONSE:

This letter correctly sets forth the understanding of Leyden Rock Metropolitan District.

Board signature: _____

Title: _____

Date: _____

MANAGEMENT REPORT

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	March 11, 2024

<p>2024 Regular Board Meeting Schedule: <u>Capital Projects Discussion on the First Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 2 ❖ February 6 ❖ March 5, canceled ❖ April 2 ❖ May 7 ❖ June 4 ❖ July 2 ❖ August 6 ❖ September 3* (day after Labor Day) ❖ October 11 ❖ November 5 ❖ December 3 	<p>2024 Regular Board Meeting Schedule: <u>Regular Business on the Third Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 16 ❖ February 20 ❖ March 19 ❖ April 16 ❖ May 21 ❖ June 18 ❖ July 16- ANNUAL MEETING ❖ August 20 ❖ September 17 ❖ October 15 ❖ November 19- BUDGET HEARING ❖ December 17
<p>Last Reserve Study: 2020</p> <p>Operating Fee: \$0.00/year Tract K Filing Fee: \$372/year</p> <p>Current mill levy (2023), for collection in 2024 23.256 mills - (general fund) 30.246 mills - (debt service fund)</p>	<p>Board of Directors:</p> <ul style="list-style-type: none"> ❖ Brett Vernon, President Term to May 2027 ❖ Scott J. Plummer, Secretary Term to May 2027 ❖ Christian Ardita, Assistant Secretary Term to May 2025 ❖ Tanis Batsel Stewart, Assistant Secretary Term to May 2025 ❖ Jeff Cunningham, Treasurer Term to May 2025
<p>District Services: Residential Trash, Common Area Landscape Maintenance, Common Area Snow Removal, Pet Waste Removal, Pool Maintenance & Staffing, Social Events</p>	<p>Dates to Note:</p> <ul style="list-style-type: none"> ❖ Signature Event- Easter Eggstravaganza: Sunday, March 24 ❖ Empty Nester & Trivia Night: Friday, March 29 ❖ Clubhouse Refresh Closure: Closed for the month of April
<p>Landscape Committee: Tanis Batsel-Stewart, Chair Carolyn Rowe Thu Koelling Diane Mangam Lisa Coleman Pam Hill</p>	<p>Additional Information:</p> <ul style="list-style-type: none"> ❖ E-newsletter Performance: Total Contacts: 2,095 (down 4) Email Open Rate: 75% (down 8) <p>1270/1439 Reaching approximately 88% of the homes in the community</p>

COMPLIANCE INSPECTIONS

Inspector: Pam Mitchell

<p>Schedule:</p>	<p>Inspections occur weekly. Trash day: Monday</p> <p>Week 1: Filing 1 & 2 Week 2: Filing 3 & 4 Week 3: Filing 5 Week 4: Filing 6</p> <p>Every drive re-inspects existing violations that are flagged for inspection</p>
<p>Ways of Working:</p>	<p>Katie to review report violation report weekly:</p> <ul style="list-style-type: none"> - Courtesy Notices will begin to auto-send from inspector findings - Identify addresses that require additional support by Pam. - Close violations as needed. - Send violations to the attorney as needed. <p>Katie to flag any items to Pam for the following week by Wednesday.</p> <p>Pam may close a violation before compliance date if cured but cannot escalate to next step before the compliance date.</p> <p>Pam to email or text Katie potential exterior modification that may require approval (such as painting or major landscape renovation taking place) and note vehicles driving through common areas to access their units and any construction/project activity.</p>
<p>Priorities:</p>	<p>Landscaping:</p> <ul style="list-style-type: none"> - Lawn – brown / dead grass: June through September - Lawn Maintenance- mowed & trimmed. - Weeds in lawn and rock beds: all year - Dead shrubs/trees: all year <p>– Seasonal pruning –Spring/Summer 2024, Begin addressing streetscape dead trees</p> <p>Other Items:</p> <ul style="list-style-type: none"> - Trash can storage: all year - Basketball hoops: all year <ul style="list-style-type: none"> – must be stored halfway up driveway when not in use – prohibited to be attached to the home - General disrepair (fences, shingles, shutters) <p>–April/May 2024, Begin addressing fence staining needs</p> <ul style="list-style-type: none"> - Unsightly conditions (exterior storage of landscaping materials & equipment, oil stains, un-stored items) <p>–March 2024, Radon mitigation systems- courtesy notices are being sent and notices have been include in the community e-newsletter.</p> <p>Seasonal:</p> <ul style="list-style-type: none"> - Holiday lighting, including clips. - Snow removal <ul style="list-style-type: none"> – owners are responsible for removing snow on driveways & sidewalks

CURRENT PROJECTS / ACTION ITEMS

PROJECT	DESCRIPTION	STATUS
Winter Rock	Landscape project along Leyden Rock Drive	Initial project scope complete; damage repairs needed, proposal included for 3/19 meeting
Trail Repair	Repairs to trail from Preservation Tree Care stuck vehicle damage	In progress
Parking Lot Lighting	Adding lighting to the parking lot at the clubhouse	In progress, seeking vendors/proposals
Jellyfish Lighting	Working with Tanis/Scott to review & consider updated guidelines	In progress
Landscape Project Planning	Project planning for summer season of landscape projects	In progress
Tree Care Program	Tree replacement program with Preservation Tree Care	In progress, pending program details from vendor
Clubhouse Refresh	Refresh includes updated furniture, design upgrades, acoustic elements	In progress
Jefferson Parkway Signs	Notice of Parkway signs installed along parkway	In progress
Pool Forms/FOB Distribution	Begin addressing missing forms and distribution of pool FOBs	In progress
Pool Opening Prep	Preparation with vendors for pool opening	In progress
Pool Plaster	Resurfacing the pool	In progress
Concrete Repairs	Identifying concrete repair needs around the community	In progress
Community FAQ	Compile FAQ questions from Board members and create location on website	In progress
Retaining Wall	Retaining wall repair on LR Drive	On Hold, pending project schedule dates from Hall
Updated Maps Project	Community maps used for vendors	On Hold
Pool & Clubhouse Use Policy Update	Work with WBA for updates to policy	On Hold
Pet Stations	Station relocation	On Hold
Pool Lighting	Upgrade lights to LED	On Hold
Pool Heater	Addition w/ Electronic Thermostat	On Hold
Column Stone Replacement	Stone has come off on of the fence columns in the community	On Hold
Clubhouse Repairs	Replacement of blocks on back railings	On Hold
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	On Hold
Website Host Transfer	Transition website to Streamline	Coming 2024, led by Advance leadership

ANNUAL CALENDAR - 2024

January	<ul style="list-style-type: none"> ▪ District Office Closed - January 1, 2024 ▪ Board Meeting (Capital Projects) - January 2, 2024 ▪ Domain Auto Renewal - January 5, 2024 ▪ District Office Closed - January 15, 2024 ▪ Board Meeting (Regular Business) - January 16, 2024 ▪ HVAC Preventative Maintenance – January 26, 2024
February	<ul style="list-style-type: none"> ▪ Board Meeting (Capital Projects) - February 6, 2024 ▪ District Office Closed - February 19, 2024 ▪ Board Meeting (Regular Business) - February 20, 2024
March	<ul style="list-style-type: none"> ▪ Board Meeting (Capital Projects) - March 5, 2024 ▪ Board Meeting (Regular Business) - March 19, 2024
April	<ul style="list-style-type: none"> ▪ Board Meeting (Capital Projects) - April 2, 2024 ▪ Board Meeting (Regular Business) - April 16, 2024 ▪ Board Email Auto Renewal - April 8, 2024
May	<ul style="list-style-type: none"> ▪ Board Meeting (Capital Projects) - May 7, 2024 ▪ Community Meeting (Arvada Fire & Arvada PD)- May 13, 2024 ▪ Board Meeting (Regular Business) - May 21, 2024 ▪ District Office Closed - May 27, 2024 ▪ Snow Contract Expires - May 31, 2024 ▪ Irrigation Start-up / Spring Clean-up ▪ Backflow Inspection ▪ HVAC Preventative Maintenance - TBD
June	<ul style="list-style-type: none"> ▪ Board Meeting (Capital Projects) - June 4, 2024 ▪ Board Meeting (Regular Business) - June 18, 2024 ▪ District Office Closed - June 19, 2024 ▪ Phase 2 Fence Staining - TBD
July	<ul style="list-style-type: none"> ▪ Board Meeting (Capital Projects) - July 2, 2024 ▪ District Office Closed - July 4, 2024 ▪ Board Meeting (Regular Business) - July 16, 2024 ▪ Annual Meeting - July 16, 2024
August	<ul style="list-style-type: none"> ▪ Budget Working Session - TBD ▪ Board Meeting (Capital Projects) - August 6, 2024 ▪ Board Meeting (Regular Business) - August 20, 2024
September	<ul style="list-style-type: none"> ▪ District Office Closed – September 2, 2024 ▪ Board Meeting (Capital Projects) - September 3, 2024 ▪ Board Meeting (Regular Business) - September 17, 2024 ▪ Pool Closing Date - September 4, 2024 ▪ Renew Snow Contract ▪ HVAC Preventative Maintenance - TBD
October	<ul style="list-style-type: none"> ▪ Draft Budget Due to CLA- October 1, 2024 ▪ Board Meeting (Capital Projects) - October 1, 2024 ▪ District Office Closed – October 14, 2024

	<ul style="list-style-type: none"> ▪ Draft Budget Submitted by CLA- October 15, 2024 ▪ Board Meeting (Regular Business) - October 15, 2024 ▪ Irrigation Shutdown / Fall Clean-up
<i>November</i>	<ul style="list-style-type: none"> ▪ Final Budget Changes to CLA- November 1, 2024 ▪ Board Meeting (Capital Projects) - November 5, 2024 ▪ District Office Closed - November 11, 2024 ▪ Board Meeting/Budget Hearing (Regular Business) - November 19, 2024 ▪ District Office Closed - November 27 thru November 29, 2024
<i>December</i>	<ul style="list-style-type: none"> ▪ Board Meeting (Capital Projects) - December 3, 2024 ▪ Board Meeting (Regular Business) - December 17, 2024 ▪ District Office Closed – TBD

LIFESTYLE COMMUNITY CALENDAR- 2024

<i>Special Events This Month</i>	Easter Egg Eggstravaganza	Sunday, March 24, 2024
	Floral Workshop	Thursday, March 29, 2024
<i>Upcoming Events Next Month</i>	N/A- clubhouse closed for refresh	
<i>Monthly Events</i>	Arvada Story Time	First Wednesday AM of the month
	Sound Bath	First Wednesday PM of the month
	Mobile Groomer	Second Tuesday of the month
	Toddler Time	Third Wednesday of the month
	Empty Nesters	Last Friday AM of the month
	Trivia Night	Last Friday PM of the month
	Mobile Barber	Rotating Dates, 1x monthly
<i>Signature Events</i>	Easter	Sunday, March 24, 2024
	Pool Opening Party	Friday, May 24, 2024
	Fourth of July	Thursday, July 4, 2024
	Fall Fest	Saturday, September 21, 2024
	Adults Night Out- 2 times	TBD
	Turkey Trot	Saturday, November 16, 2024
	Holiday Market	First weekend in December
	Santa Visits	Saturday, December 14, 2024 Sunday, December 15, 2024
<i>Club Activity</i>	Mahjong Club*	Weekly meetups
	Running Club	Weekly meetups
	Book Club	Monthly meetups
	Hiking Club	Monthly meetups
	Bunco Club	Monthly meetups
	Craft Club	Monthly meetups
	Give Back Club	Monthly meetups

CURRENT CONTRACTS

SERVICE	COMPANY	RATE	EXPIRATION	TERMINATION CLAUSE
Landscaping (including pond maintenance)	Keesen Landscape	\$196,450 <i>See scope for fees</i>	December 31, 2024	30 days
Snow Removal	Keesen Landscape	T&M <i>See scope for fees</i>	May 31, 2024	30 days
Soil/Sediment Sampling	CTL Thompson	\$4,000 per sample every 6 months	December 31, 2024	30 days
Weed & Pest Control	Weed Wranglers	\$73,500 \$4,500/pest control visit (2x/year)	December 31, 2024	30 days
Pet Waste Removal	Poop 911	\$2,060/ 3x week per month \$1,610/ 2x week per month + \$10.00 per roll for bags	December 31, 2024	30 days
Trash Removal	Republic Services	\$256,170	December 31, 2024	30 days
Janitorial Services	Done & Dusted (f.k.a. The Helping Hand)	\$200.00/ clubhouse cleaning \$95.00/pool cleaning	December 31, 2024	30 days
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + \$7,000 chemicals	December 31, 2024	30 days
Pool Monitors	Mile High Pools	\$96,448	September 4, 2024	30 days
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2024	30 days
Design Review	Lee Design Group	\$55/ application \$75/custom exterior painting submission	December 31, 2024	30 days
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2024	30 days
Tree Care Services	Preservation Tree Care	<i>See scope for fees</i>	December 31, 2024	30 days

FACILITY MAINTENANCE HISTORY

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

CLUBHOUSE RENTAL HISTORY

MONTH	RESIDENT	NON-RESIDENT	NON-PAYING RENTALS (501c3, clubs, HOA)	Total
<i>January</i>	5	1	19	25
<i>February</i>	5	-	19	24
<i>March</i>	3	1	17	21
<i>April</i>	-	-	-	-
<i>May</i>	3	-	2	5
<i>June</i>	1	-	-	1
<i>July</i>				
<i>August</i>				
<i>September</i>				
<i>October</i>				
<i>November</i>				
<i>December</i>				

**April is currently blocked for availability for the clubhouse refresh project*

CAPITAL PROJECT BUDGET

Submittal Categories	Project	Location Name	Budget
METRO DISTRICT TRACTS	Major Vista	String of Pearls	1,000,000
		Zircon Street culdesac	0
		Traveler's Hub	0
		Ping Pong Park	0
		Demo Garden	0
	Major Vista/Mudflow	Timber Way (walkway between W 85 th Blf & W 84 th Pl)	100,000
		The 84th Ave area (between Yucca & Windy)	100,000
		84th Ave Cul de sac (Leclair)	0
	Drainage remediation	Multiple locations	250,000
		Winter Rock Section A	36,000
		Winter Rock Section B	139,000
	Fire exit	Eldora Way to 82nd	0
	Trailheads & minor vistas (general palette)		0
TOTAL			1,625,000
ENTRANCES	Entrance, + Electricity	Culebra	see total below
	Entrance, + Electricity	Yule	see total below
	Entrance	LR Drive	0
TOTAL			250,000
PARKS	Westridge (includes the hillside in front)		750,000
	Lookout		0
	Daybreak		500,000
TOTAL			1,250,000
TRAILS	Trails		850,000
TOTAL			850,000
CONTINGENCY			25,000
TOTAL			25,000
			\$4,000,000.00

Alyssa Rios

From: CSD Pool Administrator <csdpool@mcgriff.com>
Sent: Wednesday, February 21, 2024 4:18 PM
To: Alyssa Rios
Subject: Upcoming Expiration of Safety Grant Funds

Categories: Completed

Dear Member,

Your district(s) have Safety and Loss Prevention Grant funds that are due to expire. Allocations which remain unused after five years are lost, so it is important to make regular use of this program to reap its full benefit.

Below are your district(s) current balance(s) and allocation(s) that will expire on March 31, 2024. **Please note that your balance may have been miscalculated previously and that the amounts below are the most up-to-date.**

- Leyden Rock Metropolitan District | Current Balance: \$5,023.54 | Expiring Amount: \$914.82

Safety Grant funds can be used to reimburse up to 50 percent of purchases which improve safety or reduce risk for your organization. Please visit our website for [full program details](#) or to [review our FAQ](#).

If you have any questions, do not hesitate to contact us at info@csdpool.org.

Regards,

CSD Pool Administration
P.O. Box 1539 | Portland, OR | 97207-1539
P: 503-943-6658



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: March 7, 2024

Re: Winter Rock Project Repairs Proposal

The account manager with Keesen has been in contact the last several weeks regarding damage that happened along the area of the Winter Rock project on Leyden Rock Drive. It is believed to have happened sometime in the last set of snowstorms, it looks as though a large vehicle drove up onto the curb and has destroyed some of the work. Photos are included in the attached proposal received for repairs.

Keesen has offered to split these costs with the District as a good faith gesture about the confusion with the Hydropoint subscription service billing. For clarification that would be splitting the total on the proposal, 50% of \$7,894.13= **\$3,947.06**

The proposed funding source is from the Operating budget- **Landscape Replacement**

Category	2024 Budget	Actual	Proposal Amount	Remaining after Approval
Landscape Replacement	\$ 200,000.00	\$ 200,000.00	\$ 3,947.06	\$ 196,052.94



February 22, 2024

WORK ORDER #105100

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

Winter Rock damage Repair

Unfortunately, sometime between production days in mid-February a large vehicle jumped the curb and destroyed completed work along Leyden Rock Drive. This bid is for labor and replacement materials to repair this damage.







Sale	\$7,894.13
Sales Tax	\$0.00
Total	\$7,894.13

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Winter Rock Project Damage Repair	\$0.00	\$7,894.13
	\$0.00	\$7,894.13

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 _____
Angie Sherman

By _____

Date 2/22/2024

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 on a time and materials basis at contracted rates.



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: March 7, 2024

Re: Pool Shade Installation & Removal

Preparations are beginning for pool season, attached are the cost proposals from the vendor, Bedrock Slingers, for the installation and removal of the (5) shade structures at the Leyden Rock pool for the 2024 season.

Installation Total Cost: \$1,925

Removal Total Cost: \$1,925

The proposed funding source is from the Operating budget- **Pool Service**

Category	2024 Budget	Actual	Proposal Amount	Remaining after Approval
Pool Service	\$22,000.00	\$22,000.00	\$3,850.00	\$18,150.00

**Installation to be scheduled in accordance with the beginning of pool season and removal to be scheduled in accordance with the end of pool season.*



Bid Proposal: 45359

Bedrock LLC
1501 Backhoe Rd
Loveland CO 80537
Dispatch 970-776-8150
www.groundsolutionsco.com

Contractor: Advance HOA Management
Contact: Katie Call
Email: katie.call@advancehoa.com
Date: 3/8/2024
Phone: 720-346-5411
Job: Leyden Rock Shade Seasonal Reinstall
2024

Description	Unit x amount	Price
Shade Structure: Reinstallation of 12' x 43' Dugout Cantilever Fabric Roof.	1 ea. x \$475.00	\$ 475.00
Shade Structure: Reinstallation of 10' x 10' Cantilever Fabric Roof.	2 ea. x \$250.00	\$ 500.00
Shade Structure: Reinstallation of 12' x 43' Jointed T-Post Hip Fabric Roof.	1 ea. x \$475.00	\$ 475.00
Shade Structure: Reinstallation of 12' x 22' T-Post Hip Fabric Roof.	1 ea. x \$475.00	\$ 475.00
<u>Material Sales Tax at: Exempt</u>		
	Total	\$ 1,925.00

Katie Call

To accept this proposal and the disclosure page, please sign below and fax or email a copy back to Ground Solutions

ACCEPTANCE OF PROPOSAL

Signature _____ **Date** ____/____/20____

If you have any questions, please call Ryan 719-726-2150 and thank you for your consideration.

Ryan Clifford Sales



Tax Exempt Disclosure: If the tax exemption certificate is not provide to Bedrock LLC / Ground Solutions prior to the start of the work in this proposal all taxes will be charged to the customer even if they are tax exempt.

Payment Terms: Due upon receipt, unless current contract reflects other terms. All overdue invoices over 60 days will incur a late fee of \$75 or 1.75% of the balance (whichever is greater) added to the original invoice amount for each 30 day period past terms. If you do not have an account set up with Bedrock LLC / Ground Solutions prior to your project starting you will be asked to provide a credit card or check prior to the start of work for payment. All payments for concrete work will be due upon completion of pouring the concrete.

Inflation Surcharge: Effective April 15, 2022 there will be a inflation surcharge add to the total of the invoice minus taxes to offset the increase in fuel, labor and materials. This percentage is based on the currant fuel pricing at the time of issuing the purchase order this proposal or excepting this proposal. This surcharge will be implemented when fuel reaches \$3.00 at a rate of 0.5% of total invoice minus taxes and increase a 0.5% of every additional \$0.25 in fuel pricing. Please contact your sales representative to confirm the percentage rate at the time of order. Surcharge will be based off pricing information found at the website:

<https://www.colorado.aaa.com/automotive/gas-and-fuel-guide/weekly-fuel-cost-chart>

Progress Billing: Any ongoing project that extends beyond 2 weeks for the scope of work outlined in the estimate will be subject to progress billing.

Special Order Materials Billing: Any special order material that Bedrock LLC/Ground Solutions procures for a project is subject to billing prior to the start of the project. All steps possible will be made to inform the customer prior to invoicing this.

Concrete Disclosure: Forms can leave voids after removal. Gaps between new and old concrete may also occur. Bedrock LLC/ Ground Solutions is not responsible for filling those voids/gaps or repairing any landscaping in the area of the concrete work; including grass, flower beds etc. We are not responsible for breaking/damaging any unmarked sprinkler lines/heads or private electrical lines where concrete work is taking place. We do not cover any asphalt repairs that may be needed due to concrete work in or near the right of way. All removal of concrete is based on 4" thickness and additional thickness will incur an extra charge. We will do our best to predict the weather and pour when appropriate, but are not responsible for act of God. It is normal for concrete to crack and typically this does not affect the integrity of the concrete. We will use our 25 yrs. of knowledge to cut angled/straight control joints to direct cracking. If the concrete cracks outside of a control joint within 30 days of pour, we will address this with crack chasing and sealing. We are not responsible for cracks due to settling or expansive soils. We are not responsible for spalling of concrete from mag chloride or deicers being used. If a colored concrete is chosen, that color choice will be the sole responsibility of the customer. The skidsteer can leave black tire marks on the old concrete during tear out. These will eventually fade. However, the homeowner is welcome to hose, or power wash the area off 7 days after concrete is poured. We will pick up/sweep any area near the concrete work. Blankets will be used to protect the concrete when the temperatures dip below 32 degrees at night. Blankets can cause discoloration, but the discoloration may fade over time. The discoloration does not affect the integrity of the concrete but can be unsightly.

Demo, Removal or Excavation Disclosure: Bedrock LLC / Ground Solutions is not responsible for repairing any landscaping in the area of the site work; including grass, flower beds etc. We are not responsible for any broken or damaged irrigation system including: main irrigation lines, sprinklers, control boxes etc. that are not clearly marked. Irrigation work will only be performed if said irrigation work is listed in the line items of this proposal. Bedrock LLC / Ground Solutions will call out 811 to mark the main utilities before the site work starts. Any secondary and/or private utilities are the customers responsibility to have marked before site work starts. We are not responsible for any damaged secondary and/or private utilities where the site work is taking place if not clearly marked and documented. If a private locate is request of Bedrock LLC / Ground Solutions this will be at cost plus 20% if performed before the site work starts. Once the site work starts and no secondary or private lines are marked the customer is liable for any damages to the utilities. We do not cover any asphalt repairs that may be needed due to heavy equipment being loaded or unloaded while working at the project site.

Traffic Control: Any traffic control that is need for a project is the customers responsibility. Unless otherwise noted in this proposal.



Bid Proposal: 45359

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Loveland CO 80537
Dispatch 970-776-8150
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Katie Call

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After recording return to:
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

MAINTENANCE AND INDEMNITY AGREEMENT

This MAINTENANCE AND INDEMNITY AGREEMENT (the “Agreement”) is made and entered into this 19th day of March, 2024 (the “Effective Date”) by and between Sondra L. Kaye Trust (the “Owner”) and Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), as acknowledged by the Architectural Review Committee.

RECITALS

- A. The District is named and referred to in the Covenants and Restrictions of Leyden Rock, recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado on March 29, 2012, at Reception Number 2012033713 (the “Covenants”) as the entity responsible for the appointment of the Architectural Review Committee thereunder, and for the enforcement of the same.
- B. The Owner is the owner of the property commonly known as:
- 8424 Quartz Circle, Arvada, CO 80007
- and legally described as follows:
- Lot 39, Block 1, Leyden Rock Subdivision Filing No. 3
- (the “Property”)
- C. The Property is subject to the Covenants.
- D. Pursuant to Article 2, Section 2.3.1 of the Covenants, no improvements may be constructed, erected, placed, altered, planted, applied, installed or modified upon the Property without the prior written approval of the Architectural Review Committee (the “ARC”) appointed by the District.
- E. The Property is abutted by a perimeter fence along the rear lot line of the Property (the “Fence”), which Fence is currently maintained by the District.

- F. The Owner desires to install a gate in the Fence to provide access from the Property to the adjacent open space area.
- G. The District and the ARC desire to allow the installation of a gate, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Approval and Installation. The ARC hereby approves the installation of a gate in the Fence, in strict accordance with plans and specifications attached hereto as **Exhibit A** (“Gate”). The Owner shall be responsible, at his/her sole cost and expense, for the installation of the Gate. The installation of the Gate shall be done by a contractor approved by the ARC.
2. Grant of License/Purpose. The District hereby establishes and grants to the Owner a license over and upon the Fence for the purpose of installing the Gate in accordance with the plans and specifications attached hereto as Exhibit A. In the event the Owner wishes to remove, alter, modify, or otherwise change the Gate, the Owner shall first obtain the prior written approval of the Architectural Review Committee, as provided in the Covenants.
3. Maintenance and Costs. The Owner shall cause the Gate to be maintained in a good and workmanlike condition as determined in the sole discretion of the District, with the exception of staining of the exterior side of the Gate, which shall be performed by the District, at the District’s discretion and at the District’s expense. Except as to staining of the exterior side of the Gate, the Owner shall be responsible for all costs and expenses related to the installation, maintenance, use, upkeep and repair of the Gate without contribution from the District. Gate repairs shall be performed by a contractor approved by the District. The Owner shall also be responsible for any damage or loss, whether to person or property, including to the Fence, that results from the installation, maintenance, use, upkeep and/or repair of the Gate regardless of the cause of such damage or loss. In the event any Owner shall fail to perform the maintenance, upkeep and repair obligations set forth herein in a manner satisfactory to the District, the District may, if said failure continues for a thirty (30) day period after written notice to the Owner from the District, enter upon the Property subsequent to the expiration of said thirty (30) day time period to perform any or all of such maintenance, upkeep and/or repair. The cost of such maintenance, upkeep and/or repair shall be the personal obligation of the Owner, and the Owner shall reimburse the District for any costs incurred by the District for such

maintenance, upkeep and/or repair within 30 days of notice to the Owner from the District of such costs.

4. Access to Open Space. The Property abuts open space owned and/or maintained by the City of Arvada. The Owner acknowledges that this Agreement does not grant any rights to the Owner in relation to the use of such open space. The Owner shall make no alterations, improvements or modifications to the open space, whether temporary or permanent, and shall in no way disturb, mar or otherwise damage the open space in relation to the Owner's installation, maintenance, use, upkeep and/or repair of the Gate. The Owner shall be solely responsible for any damage to the open space caused in any way by the Owner's installation, maintenance, use, upkeep and/or maintenance of the Gate.
5. Indemnification and Release. The Owner shall indemnify and hold harmless the District and the Architectural Review Committee and their officers, directors, managers, members, successors and assigns from any and all liability, costs, expenses, loss, damage (including reasonable attorney fees), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, which results from, or is in any way related to, this Agreement and/or the installation, maintenance, use, upkeep and/or repair of the Gate. The Owner hereby forever discharges the District and the Architectural Review Committee and by these presents does, for the Owner and the Owner's successors and assigns, heirs, personal representatives, and agents, release and forever discharge the District and the ARC, and their officers, directors, managers, members, successors and assigns of and from any and all liability, costs, expenses, loss, damage (including reasonable attorney fees) manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim and loss whatsoever, in law or equity, against the District and/or the Architectural Review Committee that the Owner ever had, now has, or which his/her successors and assigns may have, for, upon or by reason of, any matter, cause or things whatsoever, relating to this Agreement and/or the installation, maintenance, use, upkeep and/or repair of the Gate.
6. Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in Jefferson County, Colorado.

8. Remedies. In the event of a default under this Agreement, the remedies available to the non-defaulting party shall include all those remedies provided for in the Covenants and/or Colorado law, together with specific performance, damages or both, including reasonable attorney fees. Any amount due to the District but unpaid shall be a continuing lien upon the Property. The license granted herein shall, at the option of the District, terminate upon the earlier of (i) the Owner's breach of this Agreement; or (ii) the Owner's abandonment of the rights granted to him/her pursuant to this Agreement. Upon termination and at the request of the District, the Owner shall remove the Gate and restore the Fence to a condition consistent with that existing at the time of the execution of this Agreement, and to the satisfaction of the District.
9. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.
10. Amendment/Term. The provisions of this Agreement may be modified, rescinded, terminated or amended in whole or in part only by the parties hereto by a written instrument signed by both parties.
11. Recording, Successor/Assigns. The District shall record this Agreement in the real property records of Jefferson County, Colorado. This Agreement and the Owner's obligations hereunder shall be a covenant running with the Property and shall be binding upon the parties, and their successors and assigns, including any subsequent owners of the Property and/or any persons or entities to whom the District may assign any of its rights or obligations under the Covenants or otherwise. The Owner hereby agrees to disclose the existence of this Agreement to any prospective purchaser of the Property and, at the District's request, to require any subsequent purchaser of the Property to execute a similar maintenance and indemnity agreement with the Developer as a condition of any conveyance of the Property.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER(S):

By: _____
Printed Name: _____

By: _____
Printed Name: _____

DISTRICT:
Leyden Rock Metropolitan District

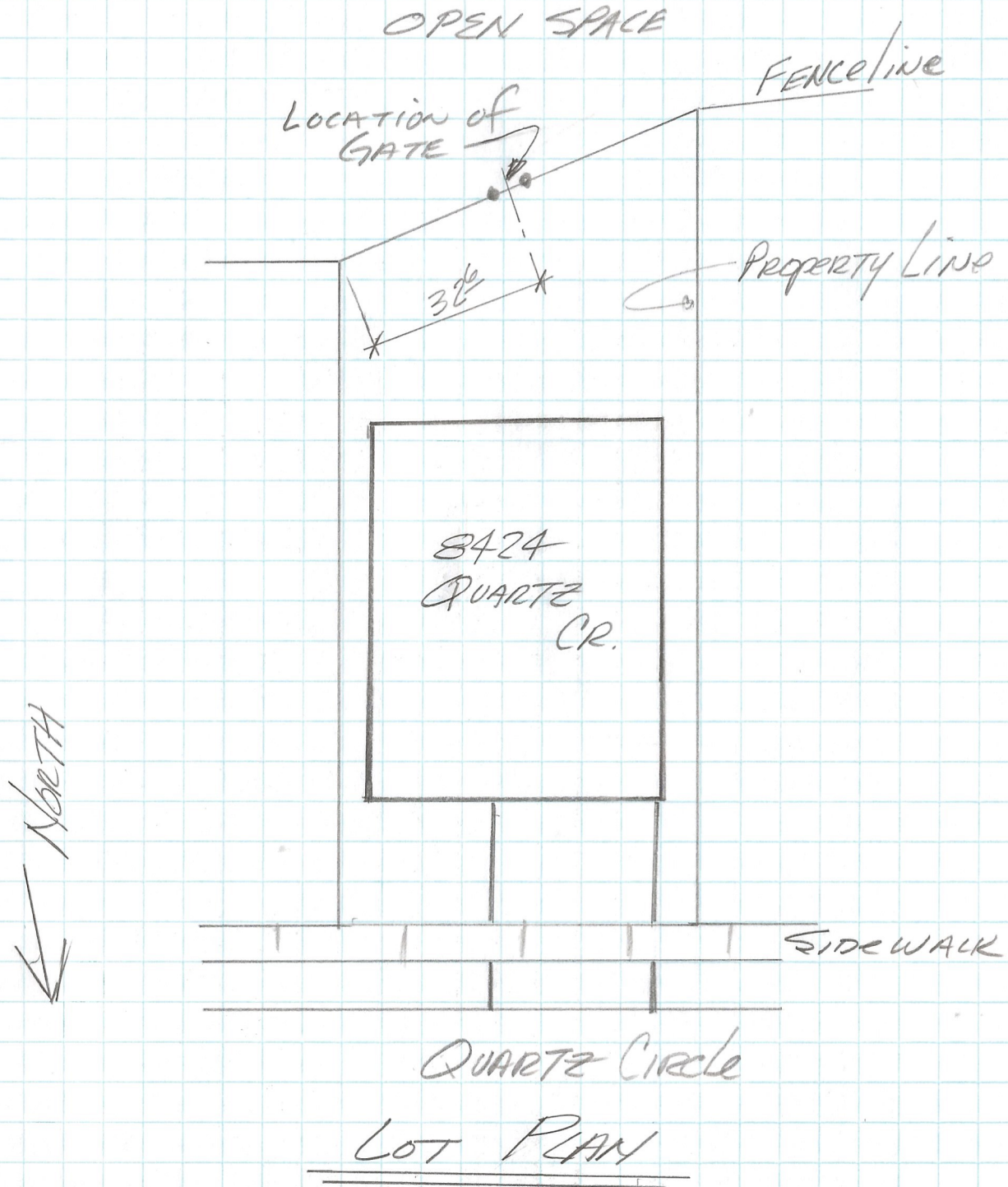
By: _____
Its: _____
Printed Name: _____

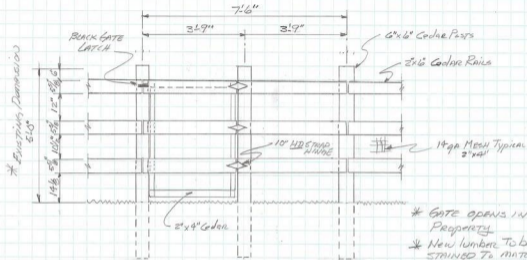
ARCHITECTURAL REVIEW COMMITTEE:

By: _____
Its: _____
Printed Name: _____

EXHIBIT A

GATE PLANS AND SPECIFICATIONS





- * GATE OPENS INTO PROPERTY
- * New lumber to be STAINED TO MATCH EXISTING

PROPOSED GATE @
8424 QUARTZ CIR.