

INDY OAK TOD METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
<https://indyoaktodmd.colorado.gov/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Jonnye Phifer	President	2023/May 2023
Judson Connelly	Treasurer	2022/May 2022
John Heikes	Asst. Secretary	2023/May 2023
Kristen Miller	Asst. Secretary	2023/May 2023
Raymond Gilmore	Asst. Secretary	2022/May 2022
Peggy Ripko	Secretary	

DATE: August 16, 2021

TIME: 6:00 P.M.

PLACE: DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY TELECONFERENCE ON ZOOM WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE USE THE FOLLOWING LINK. *Please email Peggy Ripko if there are any issues (pripko@sdmsi.com)*

Join Zoom Meeting

<https://us02web.zoom.us/j/88570896470?pwd=MnhxTFVRdldHVm5CV2JmQXJ1VTh2UT09>

Meeting ID: 885 7089 6470

Passcode: 380302

Call-In: 1-253-215-8782

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.
-

- B. Approve Agenda, confirm location of the meeting and posting of meeting notice.
-

- C. Review and consider approval of Minutes from the May 17, 2021 Special Meeting (enclosure).
-

II. PUBLIC COMMENTS

A. _____

III. FINANCIAL MATTERS

A. Approve/Ratify approval of the payment of claims for the period ending _____, 2021 in the amount of \$_____ (to be distributed).

B. Review unaudited financial statements for the period ending _____, 2021 (to be distributed).

IV. LEGAL MATTERS

A. Discuss status of communication with Century Communities regarding extension of decks and patios under the Covenants and Restrictions of Oak Street Townhomes and the Covenants and Restrictions of Pearson Grove.

B. Discuss and consider approval of Intergovernmental Agreement for Oak Street Trail Connection Costs between the City of Lakewood and the District (enclosure).

V. COVENANT ENFORCEMENT / DESIGN REVIEW

A. Discuss trash survey results.

B. Discuss and consider approval of proposal from Winzenburg Leff Purvis & Payne, LLP to prepare Amendment to the Covenants and Restrictions of Oak Street Townhomes and the Covenants and Restrictions of Pearson Grove (to be distributed).

C. Discuss status of landscape matters.

D. Discuss parking enforcement.

E. Update from Architectural Review Committee.

F. Discuss appeal from 1158 Oak Circle regarding extension of the deck (enclosures).

VI. OPERATIONS AND MAINTENANCE MATTERS

A. Landscape Update.

B. Discuss and consider approval of proposals to install solar street lights by the park (enclosure).

C. Discuss the status of community sign for Pearson Grove.

D. Review and consider approval of proposals from CDI Environmental Contractor and Environmental Designs for 2022 landscape maintenance (enclosures).

E. Review and consider approval of proposals from CDI Environmental Contractor and Environmental Designs for 2022 snow removal (enclosures).

F. Update regarding gulch clean-up.

VII. OTHER MATTERS

A. _____

VIII. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 10, 2021 ~ BUDGET HEARING**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT (THE “DISTRICT”) HELD MAY 17, 2021

A Special Meeting of the Board of Directors of the Indy Oak TOD Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, May 17, 2021, at 6:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by Zoom. The meeting was open to the public via Zoom.

Directors in Attendance Were:

Jonnye Phifer
Judson Connelly
John Heikes
Raymond Gilmore

Following discussion, upon motion duly made by Director Phifer, seconded by Director Gilmore and, upon vote, unanimously carried, the absence of Director Kristen Miller was excused.

Also, In Attendance Were:

Peggy Ripko and Jeremy Sandoval; Special District Management Services, Inc. (“SDMS”)

Elisabeth A. Cortese, Esq; McGeady Becher P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Lisa Reynolds and Sooyung Kim; Residents

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Cortese noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State and to the Board. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. Attorney Cortese noted for the record that no disclosures were made by

RECORD OF PROCEEDINGS

any members of the Board prior to this meeting as all Board members are residents of the District.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko reviewed the proposed Agenda for the District's Special Meeting with the Board.

Following discussion, upon motion duly made by Director Phifer, seconded by Director Gilmore and, upon vote, unanimously carried, the Agenda was approved, as amended.

Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Phifer, seconded by Director Gilmore and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19 and the benefit to the control of the spread of the virus by limiting in-person contact, the Board determined to conduct this meeting via teleconference and encouraged public participation via Zoom. The Board noted that notice of this meeting and teleconference number was duly posted and that it had not received any objections to the meeting or any requests that the meeting be changed by taxpaying electors within the District's boundaries.

Minutes: The Board reviewed the Minutes of the February 15, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Phifer, seconded by Director Gilmore and, upon vote, unanimously carried, the Board approved the Minutes of the February 15, 2021 Special Meeting.

2021 SDA Conference: Ms. Ripko discussed the SDA Conference with the Board, and noted the information concerning the details of the conference will be emailed to them once the information is available.

PUBLIC COMMENTS

Ms. Kim commented on trash can concerns and car break ins. Ms. Reynolds commented on landscaping issues. All comments were discussed in greater detail later in the meeting.

FINANCIAL MATTERS

Claims: Ms. Wheeler discussed with the Board the payment of claims for the period ending April 30, 2021, in the amount of \$26,779.45.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Phifer, seconded by Director Heikes and, upon vote, unanimously carried, the Board ratified approval of the payment of claims for the period ending April 30, 2021, in the amount of \$26,779.45.

Ms. Wheeler further discussed with the Board the payment of claims for the period ending April 30, 2021, in the amount of \$11,675.30.

Following discussion, upon motion duly made by Director Phifer, seconded by Director Heikes and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending April 30, 2021, in the amount of \$11,675.30.

Unaudited Financial Statements: Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending March 31, 2021.

Following review and discussion, upon motion duly made by Director Phifer, seconded by Director Gilmore and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2021.

2020 Audit: Ms. Wheeler reviewed the 2020 draft Audited Financial Statements with the Board.

Following review and discussion, upon motion duly made by Director Connelly, seconded by Director Heikes and, upon vote, unanimously carried, the Board approved the 2020 Audited Financial Statements and authorized execution of the Representations Letter, subject to final review by the Board and by legal counsel.

2020 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2020 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Phifer moved to adopt the Resolution to Amend 2020 Budget, Director Gilmore seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-05-01 to Amend the 2020 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

2022 Budget Public Hearing: The Board entered into discussion regarding setting the date for a Public Hearing to adopt the 2022 Budget. The Board determined to hold the public hearing to consider adoption of the 2022 Budget on October 18, 2021, at 6:00 p.m., at Special District Management Services, Inc, 141 Union Boulevard, Suite 151, Lakewood, CO 80228 or virtually pending COVID-19 restrictions.

LEGAL MATTERS

Resolution No. 2021-05-02 Adopting the Amended and Restated Design Guidelines and Rules and Regulations of Pearson Grove: The Board discussed Resolution No. 2021-05-02 Adopting the Amended and Restated Design Guidelines and Rules and Regulations of Pearson Grove.

Following review and discussion, upon motion duly made by Director Phifer, seconded by Director Gilmore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-05-02 Adopting the Amended and Restated Design Guidelines and Rules and Regulations of Pearson Grove.

Resolution No. 2021-05-03 Adopting the Amended and Restated Design Guidelines and Rules and Regulations of Oak Street Townhomes: The Board discussed Resolution No. 2021-05-03 Adopting the Amended and Restated Design Guidelines and Rules and Regulations of Oak Street Townhomes.

Following review and discussion, upon motion duly made by Director Phifer, seconded by Director Gilmore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-05-03 Adopting the Amended and Restated Design Guidelines and Rules and Regulations of Oak Street Townhomes.

The Board requested Attorney Cortese work with Century Communities to determine why patios and decks cannot be extended per covenants, and pending response, may engage a consultant to determine if deck and patio extensions are feasible.

First Amendment to Resolution No. 2017-12-11 Regarding Colorado Open Records Act Requests: The Board reviewed a First Amendment to Resolution No. 2017-12-11 Regarding Colorado Open Records Act Requests.

Following review and discussion, upon motion duly made by Director Phifer, seconded by Director Connelly and, upon vote, unanimously carried, the Board approved the First Amendment to Resolution No. 2017-12-11 Regarding Colorado Open Records Act Requests.

RECORD OF PROCEEDINGS

OPERATIONS AND MAINTENANCE MATTERS

Proposal from Crush Disposal for Trash and Recycling Services: The Board discussed a proposal from Crush Disposal for trash and recycling services and considered directing consultants to prepare a service agreement with Crush Disposal for same.

Following discussion, the Board directed Ms. Ripko to draft a survey to send to the homeowners regarding trash container storage matters to gauge community interest in potentially amending the covenants, or engaging a new service provider or both. The temporary hold on enforcement of trash can violations will be lifted. Board deferred further action.

Proposal from Winzenburg Leff Purvis & Payne, LLP to prepare Limited Amendment to the Covenants and Restrictions of Oak Street Townhomes: The Board discussed a proposal from Winzenburg Leff Purvis & Payne, LLP to prepare Limited Amendment to the Covenants and Restrictions of Oak Street Townhomes.

The Board deferred action pending the outcome of the community trash can survey.

Limited Amendment to the Covenants and Restrictions of Oak Street Townhomes: The Board deferred discussion pending the outcome of community trash can survey.

Snow Plow Damage: The Board entered into discussion regarding the snow plow damage. It was noted the repair work is complete.

Community Sign for Pearson Grove: Ms. Ripko reported she had spoken with Ms. Owings on the sign and is awaiting an update.

Rat Mitigation: The Board entered into discussion regarding the status of the rat mitigation. It was noted the mitigation is ongoing.

Vehicle Thefts in the Park: The Board entered into discussion regarding vehicle thefts in the park. Ms. Ripko will send an email blast reminding everyone to lock their cars.

Installing Solar Street Lights by the Park: The Board entered into discussion regarding the installation of solar street lights by the park.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Phifer, seconded by Director Connelly and, upon vote, unanimously carried, the Board directed Ms. Ripko to research lighting options and obtain proposals for installation of same.

**COVENANT
ENFORCEMENT/
DESIGN REVIEW**

Landscape Matters: Ms. Ripko provided an update to the Board regarding ongoing landscape issues.

Architectural Review Committee: No action taken.

Appeal from 1158 Oak Circle Regarding Extension of the Deck: The Board deferred discussion pending Attorney Cortese's inquiry with Century Communities.

OTHER BUSINESS

The Board noted that the gulch is filled with trash and would like to know how to get it cleaned up. There is also a large dead tree causing concern. Mr. Sandoval will walk the property and contact the city, if applicable.

ADJOURNMENT

There being no further business to come before the Board, upon motion duly made, seconded and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2021-05-01

RESOLUTION TO FURTHER AMEND BUDGET

RESOLUTION OF THE INDY OAK TOD METROPOLITAN DISTRICT TO FURTHER AMEND THE 2020 BUDGET

Pursuant to Section 29-1-109, C.R.S., the Board of Indy Oak TOD Metropolitan District (the “**District**”), hereby certifies that a regular meeting of the Board of Directors of the District, was held on November 14, 2019, at the offices of Century Communities, 8390 E. Crescent Parkway, Suite 650, Greenwood Village, CO 80111.

A. At such meeting, the Board of Directors of the District adopted that certain Resolution No. 2019-11-02 to Adopt Budget appropriating funds for the fiscal year 2020 as follows:

General Fund	\$ 183,244
Capital Project Fund	\$2,875,000
Debt Service Fund	\$ 246,978

B. The Board of Directors of the District previously amended the Budget for fiscal year 2020 on March 30, 2020 as follows:

Capital Projects Fund	\$4,000,000
-----------------------	-------------

C. The Board of Directors of the District previously amended the Budget for fiscal year 2020 on October 19, 2020 as follows:

Capital Projects Fund	\$7,650,000
-----------------------	-------------

D. The necessity has arisen for an additional amendment to the Capital Project Fund for the fiscal year 2020.

E. The source and amount of revenues for such expenditures, the purposes for which such revenues are being appropriated, and the fund(s) which shall make such supplemental expenditures are described on **Exhibit A**, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Indy Oak TOD Metropolitan District shall and hereby does further amend the budget for the fiscal year 2020 as follows:

Capital Project Fund	\$7,650,000
----------------------	-------------

BE IT FURTHER RESOLVED, that such sum is hereby appropriated from unexpected revenues available to the District to the Capital Project Fund for the purpose stated.

[SIGNATURE PAGE TO RESOLUTION OF THE INDY OAK TOD METROPOLITAN DISTRICT TO FURTHER AMEND THE 2020 BUDGET]

RESOLUTION APPROVED AND ADOPTED on May 17, 2021.

INDY OAK TOD METROPOLITAN DISTRICT

By: Jonnye Phifer
President

Attest:

By: Peggy Ripke
Secretary

EXHIBIT A

Original and Amended Budget Appropriations

Indy Oak Tod Metropolitan District
Amended Budget
Capital Projects Fund
For the Year ended December 31, 2020

	Actual	Adopted	Actual	Estimate	Amended
	<u>2018</u>	<u>Budget</u>	<u>06/30/19</u>	<u>2019</u>	<u>Budget</u>
	\$	-	\$	-	\$
Beginning fund balance	-	-	-	-	-
Revenues:					
Bond issue	-	3,500,000	-	-	3,956,000
Developer advances	-	2,000,000	-	-	3,900,000
Interest income	-	-	-	-	-
Bond proceeds	-	-	-	-	-
Developer contributions	-	-	-	-	-
	-	-	-	-	-
Total revenues	-	<u>5,500,000</u>	-	-	<u>7,856,000</u>
Total funds available	-	<u>5,500,000</u>	-	-	<u>7,856,000</u>
Expenditures:					
Interest expense	-	-	-	-	-
Issuance costs	-	140,000	-	-	368,000
Accounting	-	-	-	-	-
Legal	-	-	-	-	-
Capital expenditures	-	2,000,000	-	-	3,900,000
Repay developer advances	-	-	-	-	2,700,000
Repay developer advances - interest	-	-	-	-	-
Transfer to Debt Service	-	735,000	-	-	682,000
	-	-	-	-	-
Total expenditures	-	<u>2,875,000</u>	-	-	<u>7,650,000</u>
Ending fund balance	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>	<u>\$</u>
		<u>2,625,000</u>			<u>206,000</u>

TITLE	2020 budget amendment
FILE NAME	Resolution Amendi...884773x9C7A0).pdf
DOCUMENT ID	a697569afcb5c2ee673714b35235ab86a9d05c85
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

06 / 30 / 2021
 16:21:56 UTC

Sent for signature to Jonnye Phifer (jonnye.phifer@gmail.com) and Peggy Ripko (pripko@sdmsi.com) from pripko@sdmsi.com
 IP: 50.78.200.153



VIEWED

06 / 30 / 2021
 16:24:12 UTC

Viewed by Peggy Ripko (pripko@sdmsi.com)
 IP: 50.78.200.153



SIGNED

06 / 30 / 2021
 16:24:49 UTC

Signed by Peggy Ripko (pripko@sdmsi.com)
 IP: 50.78.200.153



VIEWED

06 / 30 / 2021
 16:48:37 UTC

Viewed by Jonnye Phifer (jonnye.phifer@gmail.com)
 IP: 67.190.32.82



SIGNED

06 / 30 / 2021
 16:49:17 UTC

Signed by Jonnye Phifer (jonnye.phifer@gmail.com)
 IP: 67.190.32.82



COMPLETED

06 / 30 / 2021
 16:49:17 UTC

The document has been completed.

RESOLUTION NO. 2021-05-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT ADOPTING THE AMENDED AND RESTATED DESIGN GUIDELINES AND RULES AND REGULATIONS OF PEARSON GROVE

1. The Indy Oak TOD Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Lakewood, County of Jefferson, Colorado.
2. The District operates pursuant to its Service Plan approved by the City of Lakewood on September 25, 2017, as the same may be amended and/or modified from time to time (the “**Service Plan**”).
3. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”
4. Century at Pearson Grove, LLC (the “**Developer**”) caused to be recorded the Covenants and Restriction of Pearson Grove on April 27, 2020, at Reception No. 2020045317 of the County of Jefferson, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Covenants**”) applicable to the real property within the District (the “**Property**”).
5. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District’s Service Plan, a metropolitan district may provide covenant enforcement within the District if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity.
6. The Covenants provide that it is the intention of the Developer to empower the District to provide covenant enforcement services to the Property.
7. Pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal rules and regulations concerning and governing the Property and the enforcement of the Covenants.
8. The District previously adopted Resolution No. 2019-11-10 Adopting the Design Guidelines and Rules and Regulations of Pearson Grove (the “**Original Resolution**”) whereby the Board of Directors of the District adopted the Design Guidelines and Rules and Regulations of Pearson Grove.
9. The District desires to amend and restate the Design Guidelines and Rules and Regulations of Pearson Grove to provide for the orderly and efficient enforcement of the Covenants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT:

1. The Board of Directors of the District hereby adopts the Amended and Restated Design Guidelines and Rules and Regulations of Pearson Grove as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Amended and Restated Design Guidelines and Rules and Regulations**”).

2. The Board of Directors declares that the Amended and Restated Design Guidelines and Rules and Regulations are effective as of April 27, 2020.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2021-05-02]

APPROVED AND ADOPTED this 17th day of May, 2021.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: *Jonnye Phifer*
President

Attest:

Peggy Ripko
Secretary or Assistant Secretary

EXHIBIT A

**AMENDED AND RESTATED DESIGN GUIDELINES AND RULES AND
REGULATIONS OF PEARSON GROVE**

**AMENDED AND RESTATED
DESIGN GUIDELINES
AND
RULES AND REGULATIONS
OF
PEARSON GROVE**

Adopted by the Board of Directors of Indy Oak TOD
Metropolitan District on May 17, 2021, and effective
April 27, 2020

TABLE OF CONTENTS

1 INTRODUCTION 1

1.1 Basis for Amended and Restated Design Guidelines and Rules and Regulations 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 1

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 2

2.1 General 2

2.2 Drawings or Plans..... 3

2.3 Submission of Drawings and Plans 4

2.4 Action by ARC 4

2.5 Revisions and Additions to Approved Plans 4

2.6 Completion of Work 4

2.7 Inspection of Work 5

2.8 Notice of Non-Compliance..... 5

2.9 Correction of Non-Compliance 5

2.10 Amendment 6

2.11 Questions 6

3 SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS..... 6

3.1 General 6

3.2 Additions and Expansions 7

3.3 Address Numbers 7

3.4 Air Conditioning Equipment 7

3.5 Animals..... 8

3.6 Antennae/Satellite Dishes 8

3.7 Awnings..... 9

3.8 Balconies 9

3.9 Barbecue/Gas Grills..... 9

3.10 Basketball Backboards 9

3.11 Birdbaths..... 10

3.12 Birdhouses and Bird Feeders 10

3.13	Carports	10
3.14	Clothes Lines and Hangers	10
3.15	Cloth or Canvas Overhangs	10
3.16	Decks	10
3.17	Dog Houses	10
3.18	Dog Runs	10
3.19	Doors	10
3.20	Drainage	11
3.21	Driveways	11
3.22	Evaporative Coolers	11
3.23	Exterior Lighting	11
3.24	Fencing	11
3.25	Fire Pits	11
3.26	Flags/Flagpoles	11
3.27	Grading and Grade Changes	12
3.28	Hanging of Clothes	12
3.29	Hot Tubs and Jacuzzis	12
3.30	Kennels	12
3.31	Landscaping	12
3.32	Lights and Lighting	13
3.33	Nuisances	13
3.34	Ornaments/Art	13
3.35	Overhangs/Sunshades/Awnings- Cloth or Canvas	13
3.36	Painting	13
3.37	Patios	14
3.38	Pipes	14
3.39	Poles	14
3.40	Pools	14
3.41	Radio Antennae	14
3.42	Roofing Materials	14
3.43	Satellite Dishes	14
3.44	Saunas	14
3.45	Screen Doors	14
3.46	Seasonal Decorations	15
3.47	Security Devices	15
3.48	Shutters - Exterior	15
3.49	Siding	15

3.50	Signs	15
3.51	Solar Energy Devices	16
3.52	Sunshades	16
3.53	Swamp Coolers.....	16
3.54	Television Antennae.....	16
3.55	Trash and Recycling Containers.....	16
3.56	Vanes	16
3.57	Vents.....	16
3.58	Weather Vanes and Directionals	16
3.59	Wind Electric Generators	16
3.60	Windows Replacement.....	17
3.61	Windows: Tinting, Security Bars, Well Covers, etc.....	17
APPENDIX A: Architectural Review Request Form.....		18

1 INTRODUCTION

1.1 Basis for Amended and Restated Design Guidelines and Rules and Regulations

These Amended and Restated Design Guidelines and Rules and Regulations of Pearson Grove (the “Guidelines”) are intended to assist Owners living in the Pearson Grove community (the “Community”). Pursuant to the Covenants and Restrictions of Pearson Grove (“Covenants”), recorded at Reception No. 2020045317, the Developer and/or the Metropolitan District is authorized to adopt design guidelines, rules, and regulations for the Community.

1.2 Definitions

All capitalized words and phrases used in these Guidelines have the meaning provided in the Covenants unless otherwise defined herein.

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 (see Section 3).

1.4 Architectural Review Committee or Representative

The ARC consists of person(s), 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	ADDRESS	E-MAIL
Special District Management Services, Inc. Attn: Peggy Ripko	(303) 987-0835	141 Union Blvd, Ste. 150 Lakewood, CO 80228	pripko@sdmsi.com

1.6 Effect of Covenants

The Covenants govern 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.

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 (“County”) and the City of Lakewood (“City”) for further information and requirements for any 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.

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 or 811**

1.9 Goal of Guidelines

Compliance with these Guidelines and the provisions of the Covenants will help preserve the inherent architectural and aesthetic quality of the Community. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Guidelines and to promote the highest quality design for the neighborhood. It is important that Improvements to property be made in harmony with and not detrimental to the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these Guidelines and obtaining prior written approval for Improvements to property from the ARC, Owners will be protecting their financial investment and will help ensure 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

The procedures set forth in this Article 2 are intended to clarify the terms, provisions, and requirements of Article 2 of the Covenants. In the event of any conflict between these

Guidelines and the Covenants, the terms of Article 2 in the Covenants shall control. As indicated in Section 3 of these Guidelines, there are some cases in which advance written approval of the ARC is not required so long as the Guidelines with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, specific types of Improvements are 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) a completed Architectural Review Request Form (“ARR”), which forms are available from the person or entity listed in Section 1.5; and, (b) complete plans and specifications, in duplicate, (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), prior to commencement of work on any Improvement to property. 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. In the case of major Improvements, 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 plans and specifications:

- A.** The plans and specifications should be done to scale and shall depict the property lines of your property and the outside boundary lines of the home as located on the property. If you have a copy of an improvement survey of your property 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 plans and specifications and identified or labeled. 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 plans and specifications and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Lot or Unit, and the e-mail address and telephone number where the Owner can be reached.
- D.** The proposed Improvements must take into consideration any existing easements, building location restrictions and sight distance limitations at intersections.
- E.** Owners should be aware that many Improvements require a permit from the County, City, or other governmental entity in addition to ARC approval. The ARC reserves the right to require a copy of such permit as a condition of its approval. Approval by the

ARC is not approval by any other entity.

- 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 plans and specifications (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.

A submittal fee of \$50.00 is required with each proposal. Any additional 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 reviews plans as they are 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, any 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.

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 such other date as may be set forth in the approval or as set forth in the Covenants (the “Completion Deadline”), 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.

Upon the completion of an Improvement, the Owner 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 Article.

2.7 Inspection of Work

The ARC, or its duly authorized representative, shall have the right to inspect any Improvement at any time, including before, during, 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. Such right of inspection terminates ninety (90) days after the ARC has received a Notice of Completion from the Owner and no action has been initiated by the ARC. The 90-day period to perform inspections after the ARC has received a Notice of Completion does not apply to or limit the right or authority of the ARC or the Board to enforce the Covenants or these Guidelines, including, but not limited to, the requirements pertaining to the maintenance of Improvements.

2.8 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, then the ARC shall notify the Metropolitan District, and the Metropolitan 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. Such notice of non-compliance must be given not later than sixty (60) days after (as applicable): (a) the ARC receives a Notice of Completion from the applicant; or (b) the ARC discovers any such non-compliance.

2.9 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 Metropolitan District, and the Metropolitan District may, at its option and if allowed by applicable law, record a notice of non-compliance against the property 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 in accordance with the Covenants and applicable law. The Person responsible for such non-compliance shall reimburse the Metropolitan District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

2.10 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, in accordance with the Covenants.

2.11 Questions

If you have any questions about the foregoing procedures, feel free to call the ARC at the phone number and address listed in 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 any 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 specifically 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 such as topography, natural obstructions, unreasonable hardship, aesthetic, or environmental considerations may require, as outlined in the Covenants. 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.

3.1.2 No Unsightliness

No unsightly conditions, structures, facilities, equipment, or objects shall be so located on any Unit and/or Lot as to be visible from a street or from any other Unit and/or Lot.

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.

3.1.4 Liability

The ARC and the members thereof shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. The ARC shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with applicable 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 Additions and Expansions

Additions or expansions will not be permitted.

3.3 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.

3.4 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.

3.5 Animals

No animals, livestock (pigs, cattle, horses, goats, lamas, etc.), birds, poultry, reptiles or insects of any kind may be raised, bred, kept or boarded in or on the Units except as permitted by, and in compliance with, the ordinances of the City. An Owner's right to keep household pets is coupled with the responsibility for collecting and properly disposing of any animal waste and to pay for all damage caused by such pets.

3.6 Antennae/Satellite Dishes

3.6.1 General Provisions

"Permitted Antennas" are defined as (a) an antenna that 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 that 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 that is designed to receive broadcast television broadcast signals; or (d) other antennas that 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 Lots 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) Back rooftop
 - (5) Front yard screened by and integrated into landscaping

- B.** If more than one (1) location on the property 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 Federal Communications Commission 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, or for any damage to any persons or property.
- 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.

3.7 Awnings

Approval is required and Owners must comply with all requirements of the County and the City. Awnings should be an integral part of the house or patio design. The color shall be complimentary to the exterior of the residence.

See also Section 3.35, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.8 Balconies

See Section 3.16, Decks.

3.9 Barbecue/Gas Grills

Approval is required for all permanent or built-in structures. Approval is not required for portable units.

3.10 Basketball Backboards

Basketball backboards are not permitted.

3.11 Birdbaths

Birdbaths are not permitted.

3.12 Birdhouses and Bird Feeders

Birdhouses and bird feeders are not permitted.

3.13 Carports

Carports are not permitted.

3.14 Clothes Lines and Hangers

Approval is not required, subject to the following limitations: Clotheslines may not be placed in any areas owned or maintained by the District. Fixed clotheslines and hangers are not permitted. Retractable clotheslines are permitted.

3.15 Cloth or Canvas Overhangs

See Section 3.35, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.16 Decks

Existing decks cannot be extended. Changing existing railings and/or balusters require approval. Repairs to existing decks with like materials do not require approval, but approval is required for deck replacement or changes to deck materials.

3.17 Dog Houses

Dog houses are not permitted.

3.18 Dog Runs

Dog runs are not permitted.

3.19 Doors

Approval is not required for a replacement to an already existing exterior 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. Complimentary 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 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.

3.20 Drainage

The Covenants require that there be no interference with the established drainage pattern over any property. Adverse effects to adjacent properties, including District lands, sidewalks, and streets, will not be tolerated.

3.21 Driveways

Approval is required for any changes or alterations to driveways. Only clear sealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling, peeling, etc.

3.22 Evaporative Coolers

Approval is required. No rooftop or window mount installations are allowed.

See also, Section 3.4, Air Conditioning Equipment.

3.23 Exterior Lighting

See Section 3.32, Lights and Lighting.

3.24 Fencing

Approval is required for all new fencing. Repairs to or replacement of existing fencing does not require approval so long as the color, style, and material used are the same as the existing fencing.

3.25 Fire Pits

Fire pits are not permitted.

3.26 Flags/Flagpoles

Approval is required for any freestanding flagpole; no pole can be placed in any areas owned or maintained by the District.

Approval is not required for 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. The flag shall be no larger than three (3) feet by five (5) feet.
- B. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling.
- C. Flags and/or flagpoles shall be replaced as necessary 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 Lots.

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 Lot. The flag may not be larger than nine (9) inches by sixteen (16) inches.

3.27 Grading and Grade Changes

See Section 3.20, Drainage.

3.28 Hanging of Clothes

See Section 3.14, Clothes Lines and Hangers.

3.29 Hot Tubs and Jacuzzis

Hot tubs and Jacuzzis are not permitted.

3.30 Kennels

Kennels are not permitted.

3.31 Landscaping

Any change to the existing landscaping requires prior approval from the ARC.

3.32 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 exterior lighting.

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

- A. Considerations will include, but may not be limited to, the visibility, style and location of the fixture.
- B. Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).
- C. Ground lighting is only permitting in planting beds directly adjacent to front and/or back porch. Any damage caused will be repaired at Owner's expense.
- D. Holiday lighting and decorations do not require approval. It is required that they not be installed more than forty-five (45) days prior to the holiday. They shall be removed within thirty (30) days following the holiday.

3.33 Nuisances

No nuisance is permitted which is visible within or otherwise affects any portion of the Property. A "nuisance" includes violation of Section 3.2 of the Covenants.

3.34 Ornaments/Art

Not permitted in any areas owned or maintained by the District.

3.35 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 complimentary color to the exterior of the residence. A swatch of material to be used must be provided with the review submittal.

3.36 Painting

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. Any changes to the color scheme must be submitted for approval and must conform to the general

scheme of the Community.

3.37 Patios

Existing patios cannot be extended. Changing existing railings and/or balusters requires approval. Replacement of existing patios requires approval.

3.38 Pipes

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

3.39 Poles

See Section 3.26, Flags/Flagpoles.

3.40 Pools

Wading/temporary pools are not permitted.

See also, Section 3.29, Hot Tubs and Jacuzzis.

3.41 Radio Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.42 Roofing Materials

Approval is required for all roofing materials other than those originally used by the Builder. All buildings constructed on a Lot 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.

3.43 Satellite Dishes

See Section 3.6, Antennae/Satellite Dishes.

3.44 Saunas

Saunas are not permitted.

3.45 Screen Doors

See Section 3.19, Doors.

3.46 Seasonal Decorations

Approval is not required if installed on a lot no more than forty-five (45) days before a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days after the holiday.

See also, Section 3.32, Lights and Lighting.

3.47 Security Devices.

Approval is not required. Security devices, including cameras and alarms, must be selected, located, and installed 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. Excepting doorbell cameras, 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.

3.48 Shutters - Exterior

Approval is required is required for any changes to the existing shutters. 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).

3.49 Siding

Approval is required. Considerations for the siding shall include, but not be limited to, material, color, style, and whether it is appropriate for the style of the home.

3.50 Signs

Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than five (5) feet in aggregate 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"

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 Lot without approval. Political signs shall not exceed 36" by 48" in size. Political signs may be displayed no earlier than forty-five (45) days before and no later than seven (7) days after an election day.

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

3.51 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.

3.52 Sunshades

See Section 3.35, Overhangs/Awnings – Cloth or Canvas

3.53 Swamp Coolers

See Section 3.4, Air Conditioning Equipment and Section 3.22, Evaporative Coolers

3.54 Television Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.55 Trash and Recycling Containers

Trash and recycling containers, including trash bags used for overflow trash, cannot be placed at the curb until the day preceding the trash pick-up and must be removed by the end of the day following trash pickup.

3.56 Vanes

See Section 3.58, Weather Vanes and Directionals.

3.57 Vents

Any new vents installed in the roof must be approved prior to installation. Approval is not required if replacing with a vent of like color and style.

3.58 Weather Vanes and Directionals

Approval is required.

3.59 Wind Electric Generators

Approval is required and they cannot be placed on common area. 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 and any applicable regulations of the Colorado Public Utilities Commission. Any wind electric generator must be installed by a licensed contractor.

3.60 Windows Replacement

Approval is not required if replacing with windows of like color and style. Approval is required if color or style is changing. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

3.61 Windows: Tinting, Security Bars, Well Covers, etc.

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

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

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

Remainder of page intentionally left blank.

APPENDIX A: Architectural Review Request Form

ARCHITECTURAL REVIEW REQUEST FORM

Pearson Grove
141 Union Blvd., Suite 150
Lakewood, CO 80228
303-987-0835

FOR OFFICE USE ONLY
Date Received _____
Crucial Date _____

HOMEOWNER'S NAME(S): _____
ADDRESS: _____
EMAIL ADDRESS: _____
PHONE(S): _____

My request involves the following type of improvement(s):

- Landscaping Deck/Patio Slab Roofing Painting
- Other:

Include two copies of your plot plans, and describe improvements showing in detail what you intend to accomplish (see Article 2 of the Amended and Restated Design Guidelines and Rules and Regulations of Pearson Grove). Be sure to show existing conditions as well as your proposed improvements and any applicable required screening. Example: if you will be building a storage shed, be sure to indicate lot size, fence locations, dimensions, materials, any landscape, or other screenings, etc. (see the Guidelines for requirement details for your specific proposed Improvement).

I understand that I must receive approval from the ARC in order to proceed with installation of Improvements if Improvements vary from the Guidelines and Regulations or, are not specifically exempt. I understand that I may not alter the drainage on my lot. I understand that the ARC is not responsible for the safety of Improvements, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, and that I may be required to obtain a building permit to complete the proposed Improvements. The ARC and the members thereof, as well as the District, the Board of Directors, or any representative of the ARC, shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the ARC for any action, failure to act, approval, disapproval, or failure to approve or disapprove submittals, if such action was in good faith or without malice. All work authorized by the ARC shall be completed within the time limits established specified below, but if not specified, not later than one year after the approval was granted. I further understand that following the completion of my approved Improvement the ARC reserves to right to inspect the Improvement to determine whether the proposed Improvement has been completed and/or has been completed in compliance with this Architectural Review Request.

Date: _____ Homeowner's Signature: _____

ARC Action:

- Approved as submitted
- Approved subject to the following requirements:

- Disapproved for the following reasons:

All work to be completed no later than: _____

DRC/ARC Signature: _____ Date: _____

SUBMITTAL FEES- \$50

TITLE	Rules & regs
FILE NAME	Indy Oak Re... PEARSO.pdf and 1 other
DOCUMENT ID	90a33d7a6e26da40ed9a863df1c48fb1452c986d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

05 / 18 / 2021

17:00:23 UTC

Sent for signature to Jonnye Phifer (jonnye.phifer@gmail.com) and Peggy Ripko (pripko@sdmsi.com) from pripko@sdmsi.com
IP: 50.78.200.153



VIEWED

05 / 18 / 2021

17:07:20 UTC

Viewed by Peggy Ripko (pripko@sdmsi.com)
IP: 50.78.200.153



SIGNED

05 / 18 / 2021

17:07:36 UTC

Signed by Peggy Ripko (pripko@sdmsi.com)
IP: 50.78.200.153



VIEWED

05 / 18 / 2021

17:50:39 UTC

Viewed by Jonnye Phifer (jonnye.phifer@gmail.com)
IP: 67.190.32.82



SIGNED

05 / 18 / 2021

17:51:32 UTC

Signed by Jonnye Phifer (jonnye.phifer@gmail.com)
IP: 67.190.32.82



COMPLETED

05 / 18 / 2021

17:51:32 UTC

The document has been completed.

RESOLUTION NO. 2021-05-03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT ADOPTING THE AMENDED AND RESTATED DESIGN GUIDELINES AND RULES AND REGULATIONS OF OAK STREET TOWNHOMES

1. The Indy Oak TOD Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Lakewood, County of Jefferson, Colorado.
2. The District operates pursuant to its Service Plan approved by the City of Lakewood on September 25, 2017, as the same may be amended and/or modified from time to time (the “**Service Plan**”).
3. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”
4. Century at Oak Street, LLC (the “**Developer**”) caused to be recorded the Covenants and Restriction of Oak Street Townhomes on August 10, 2018, at Reception No. 2018073655 of the County of Jefferson, Colorado, real property records, as amended by the Technical Amendment to Covenants and Restrictions of Oak Street Townhomes, recorded on July 29, 2020, at Reception No. 2020091406 of the County of Jefferson, Colorado, real property records, as the same may be further amended and/or modified from time to time (collectively, the “**Covenants**”) applicable to the real property within the District (the “**Property**”).
5. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District’s Service Plan, a metropolitan district may provide covenant enforcement within the District if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity.
6. The Covenants provide that it is the intention of the Developer to empower the District to provide covenant enforcement services to the Property.
7. Pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal rules and regulations concerning and governing the Property and the enforcement of the Covenants.
8. The District previously adopted Resolution No. 2019-09-02 Adopting the Design Guidelines and Rules and Regulations of Oak Street Townhomes (the “**Original Resolution**”) whereby the Board of Directors of the District adopted the Design Guidelines and Rules and Regulations of Oak Street Townhomes.
9. The District desires to amend and restate the Design Guidelines and Rules and Regulations of Oak Street Townhomes to provide for the orderly and efficient enforcement of the Covenants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT:

1. The Board of Directors of the District hereby adopts the Amended and Restated Design Guidelines and Rules and Regulations of Oak Street Townhomes as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Amended and Restated Design Guidelines and Rules and Regulations**”).

2. The Board of Directors declares that the Amended and Restated Design Guidelines and Rules and Regulations are effective as of August 10, 2018.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2021-05-03]

APPROVED AND ADOPTED this 17th day of May, 2021.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: Jonnye Phifer
President

Attest:

Peggy Ripko
Secretary or Assistant Secretary

EXHIBIT A

**AMENDED AND RESTATED DESIGN GUIDELINES AND RULES AND
REGULATIONS OF OAK STREET TOWNHOMES**

**AMENDED AND RESTATED
DESIGN GUIDELINES
AND
RULES AND REGULATIONS
OF
OAK STREET TOWNHOMES**

Adopted by the Board of Directors of Indy Oak TOD
Metropolitan District on May 17, 2021, and effective
August 10, 2018

TABLE OF CONTENTS

1 INTRODUCTION 1

1.1 Basis for Amended and Restated Design Guidelines and Rules and Regulations 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 1

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

2.5 Revisions and Additions to Approved Plans 4

2.6 Completion of Work 5

2.7 Inspection of Work 5

2.8 Notice of Non-Compliance..... 5

2.9 Correction of Non-Compliance 6

2.10 Amendment 6

2.11 Questions 6

3 SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS..... 6

3.1 General 6

3.2 Additions and Expansions 7

3.3 Address Numbers 7

3.4 Air Conditioning Equipment 7

3.5 Animals..... 8

3.6 Antennae/Satellite Dishes 8

3.7 Awnings..... 9

3.8 Balconies 9

3.9 Barbecue/Gas Grills..... 9

3.10 Basketball Backboards 10

3.11 Birdbaths..... 10

3.12 Birdhouses and Bird Feeders 10

3.13	Carports	10
3.14	Clothes Lines and Hangers	10
3.15	Cloth or Canvas Overhangs	10
3.16	Decks	10
3.17	Dog Houses	10
3.18	Dog Runs	10
3.19	Doors	10
3.20	Drainage	11
3.21	Driveways.....	11
3.22	Evaporative Coolers	11
3.23	Exterior Lighting	11
3.24	Fencing	11
3.25	Fire Pits.....	11
3.26	Flags/Flagpoles.....	11
3.27	Grading and Grade Changes.....	12
3.28	Hanging of Clothes.....	12
3.29	Hot Tubs and Jacuzzis	12
3.30	Kennels.....	12
3.31	Landscaping.....	13
3.32	Lights and Lighting	13
3.33	Nuisances.....	13
3.34	Ornaments/Art	13
3.35	Overhangs/Sunshades/Awnings- Cloth or Canvas	13
3.36	Painting.....	14
3.37	Patios	14
3.38	Pipes	14
3.39	Poles	14
3.40	Pools	14
3.41	Radio Antennae	14
3.42	Roofing Materials.....	14
3.43	Satellite Dishes	14
3.44	Saunas.....	15
3.45	Screen Doors	15
3.46	Seasonal Decorations.....	15
3.47	Security Devices.....	15
3.48	Shutters - Exterior.....	15
3.49	Siding.....	15

3.50	Signs	15
3.51	Solar Energy Devices	16
3.52	Sunshades	16
3.53	Swamp Coolers.....	16
3.54	Television Antennae.....	16
3.55	Trash and Recycling Containers.....	16
3.56	Vanes	16
3.57	Vents.....	16
3.58	Weather Vanes and Directionals	17
3.59	Wind Electric Generators	17
3.60	Windows Replacement.....	17
3.61	Windows: Tinting, Security Bars, Well Covers, etc.....	17
APPENDIX A: Architectural Review Request Form.....		18

1 INTRODUCTION

1.1 Basis for Amended and Restated Design Guidelines and Rules and Regulations

These Amended and Restated Design Guidelines and Rules and Regulations of Oak Street Townhomes (the “Guidelines”) are intended to assist Owners living in the Oak Street Townhomes community (the “Community”). Pursuant to the Covenants and Restrictions of Oak Street Townhomes, recorded at Reception No. 2018073655 and that Technical Amendment to Covenants and Restrictions of Oak Street Townhomes recorded at Reception No. 2020091406 (collectively, the “Covenants”), the Developer and/or the Metropolitan District is authorized to adopt design guidelines, rules, and regulations for the Community.

1.2 Definitions

All capitalized words and phrases used in these Guidelines have the meaning provided in the Covenants unless otherwise defined herein.

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 (see Section 3).

1.4 Architectural Review Committee or Representative

The ARC consists of person(s), 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	ADDRESS	E-MAIL
Special District Management Services, Inc. Attn: Peggy Ripko	(303) 987-0835	141 Union Blvd, Ste. 150 Lakewood, CO 80228	pripko@sdmsi.com

1.6 Effect of Covenants

The Covenants govern 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.

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 (“County”) and the City of Lakewood (“City”) for further information and requirements for any 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.

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 or 811**

1.9 Goal of Guidelines

Compliance with these Guidelines and the provisions of the Covenants will help preserve the inherent architectural and aesthetic quality of the Community. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Guidelines and to promote the highest quality design for the neighborhood. It is important that Improvements to property be made in harmony with and not detrimental to the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these Guidelines and obtaining prior written approval for Improvements to property from the ARC, Owners will be protecting their financial investment and will help ensure 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

The procedures set forth in this Article 2 are intended to clarify the terms, provisions, and requirements of Article 2 of the Covenants. In the event of any conflict between these Guidelines and the Covenants, the terms of Article 2 in the Covenants shall control. As indicated in Section 3 of these Guidelines, there are some cases in which advance written approval of the ARC is not required so long as the Guidelines with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, specific types of Improvements are 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) a completed Architectural Review Request Form (“ARR”), which forms are available from the person or entity listed in Section 1.5; and, (b) complete plans and specifications, in duplicate, (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), prior to commencement of work on any Improvement to property. 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. In the case of major Improvements, 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 plans and specifications:

- A.** The plans and specifications should be done to scale and shall depict the property lines of your property and the outside boundary lines of the home as located on the property. If you have a copy of an improvement survey of your property 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 plans and specifications and identified or labeled. 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 plans and specifications and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Lot or Unit, and the e-mail address and telephone number where the Owner can be reached.

- D. The proposed Improvements must take into consideration any existing easements, building location restrictions and sight distance limitations at intersections.
- E. Owners should be aware that many Improvements require a permit from the County, City, or other governmental entity in addition to ARC approval. The ARC reserves the right to require a copy of such permit as a condition of its approval. Approval by the ARC is not approval by any other entity.
- 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 plans and specifications (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.

A submittal fee of \$50.00 is required with each proposal. Any additional 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 reviews plans as they are 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, any 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.

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 such other date as may be set forth in the approval or as set forth in the Covenants (the “Completion Deadline”), 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.

Upon the completion of an Improvement, the Owner 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 Article.

2.7 Inspection of Work

The ARC, or its duly authorized representative, shall have the right to inspect any Improvement at any time, including before, during, 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. Such right of inspection terminates ninety (90) days after the ARC has received a Notice of Completion from the Owner and no action has been initiated by the ARC. The 90-day period to perform inspections after the ARC has received a Notice of Completion does not apply to or limit the right or authority of the ARC or the Board to enforce the Covenants or these Guidelines, including, but not limited to, the requirements pertaining to the maintenance of Improvements.

2.8 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, then the ARC shall notify the Metropolitan District, and the Metropolitan 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. Such notice of non-compliance must be given not later than sixty (60) days after (as applicable): (a) the ARC receives a Notice of Completion from the applicant; or (b) the ARC discovers any such

non-compliance.

2.9 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 Metropolitan District, and the Metropolitan District may, at its option and if allowed by applicable law, record a notice of non-compliance against the property 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 in accordance with the Covenants and applicable law. The Person responsible for such non-compliance shall reimburse the Metropolitan District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

2.10 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, in accordance with the Covenants.

2.11 Questions

If you have any questions about the foregoing procedures, feel free to call the ARC at the phone number and address listed in 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 any 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 specifically 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 such as topography, natural obstructions, unreasonable hardship, aesthetic, or environmental

considerations may require, as outlined in the Covenants. 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.

3.1.2 No Unsightliness

No unsightly conditions, structures, facilities, equipment, or objects shall be so located on any Unit and/or Lot as to be visible from a street or from any other Unit and/or Lot.

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.

3.1.4 Liability

The ARC and the members thereof shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. The ARC shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with applicable 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 Additions and Expansions

Additions or expansions will not be permitted.

3.3 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.

3.4 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.

3.5 Animals

No animals, livestock (pigs, cattle, horses, goats, lamas, etc.), birds, poultry, reptiles or insects of any kind may be raised, bred, kept or boarded in or on the Units except as permitted by, and in compliance with, the ordinances of the City. An Owner's right to keep household pets is coupled with the responsibility for collecting and properly disposing of any animal waste and to pay for all damage caused by such pets.

3.6 Antennae/Satellite Dishes

3.6.1 General Provisions

"Permitted Antennas" are defined as (a) an antenna that 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 that 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 that is designed to receive broadcast television broadcast signals; or (d) other antennas that 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 Lots 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) Back rooftop
- (5) Front yard screened by and integrated into landscaping

B. If more than one (1) location on the property 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 Federal Communications Commission 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, or for any damage to any persons or property.
- 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.

3.7 Awnings

Approval is required and Owners must comply with all requirements of the County and the City. Awnings should be an integral part of the house or patio design. The color shall be complimentary to the exterior of the residence.

See also Section 3.35, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.8 Balconies

See Section 3.16, Decks.

3.9 Barbecue/Gas Grills

Approval is required for all permanent or built-in structures. Approval is not required for portable units.

3.10 Basketball Backboards

Basketball backboards are not permitted.

3.11 Birdbaths

Birdbaths are not permitted.

3.12 Birdhouses and Bird Feeders

Birdhouses and bird feeders are not permitted.

3.13 Carports

Carports are not permitted.

3.14 Clothes Lines and Hangers

Approval is not required, subject to the following limitations: Clotheslines may not be placed in any areas owned or maintained by the District. Fixed clotheslines and hangers are not permitted. Retractable clotheslines are permitted.

3.15 Cloth or Canvas Overhangs

See Section 3.35, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.16 Decks

Existing decks cannot be extended. Changing existing railings and/or balusters require approval. Repairs to existing decks with like materials do not require approval, but approval is required for deck replacement or changes to deck materials.

3.17 Dog Houses

Dog houses are not permitted.

3.18 Dog Runs

Dog runs are not permitted.

3.19 Doors

Approval is not required for a replacement to an already existing exterior 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. Complimentary 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 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.

3.20 Drainage

The Covenants require that there be no interference with the established drainage pattern over any property. Adverse effects to adjacent properties, including District lands, sidewalks, and streets, will not be tolerated.

3.21 Driveways

Approval is required for any changes or alterations to driveways. Only clear sealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling, peeling, etc.

3.22 Evaporative Coolers

Approval is required. No rooftop or window mount installations are allowed.

See also, Section 3.4, Air Conditioning Equipment.

3.23 Exterior Lighting

See Section 3.32, Lights and Lighting.

3.24 Fencing

Approval is required for all new fencing. Repairs to or replacement of existing fencing does not require approval so long as the color, style, and material used are the same as the existing fencing.

3.25 Fire Pits

Fire pits are not permitted.

3.26 Flags/Flagpoles

Approval is required for any freestanding flagpole; no pole can be placed in any areas owned or maintained by the District.

Approval is not required for 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. The flag shall be no larger than three (3) feet by five (5) feet.
- B. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling.
- C. Flags and/or flagpoles shall be replaced as necessary 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 Lots.

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 Lot. The flag may not be larger than nine (9) inches by sixteen (16) inches.

3.27 Grading and Grade Changes

See Section 3.20, Drainage.

3.28 Hanging of Clothes

See Section 3.14, Clothes Lines and Hangers.

3.29 Hot Tubs and Jacuzzis

Hot tubs and Jacuzzis are not permitted.

3.30 Kennels

Kennels are not permitted.

3.31 Landscaping

Any change to the existing landscaping requires prior approval from the ARC.

3.32 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 exterior lighting.

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

- A. Considerations will include, but may not be limited to, the visibility, style and location of the fixture.
- B. Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).
- C. Ground lighting is only permitting in planting beds directly adjacent to front and/or back porch. Any damage caused will be repaired at Owner's expense.
- D. Holiday lighting and decorations do not require approval. It is required that they not be installed more than forty-five (45) days prior to the holiday. They shall be removed within thirty (30) days following the holiday.

3.33 Nuisances

No nuisance is permitted which is visible within or otherwise affects any portion of the Property. A "nuisance" includes violation of Section 3.2 of the Covenants.

3.34 Ornaments/Art

Not permitted in any areas owned or maintained by the District.

3.35 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 complimentary color to the exterior of the residence. A swatch of material to be used must be provided with the review submittal.

3.36 Painting

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. Any changes to the color scheme must be submitted for approval and must conform to the general scheme of the Community.

3.37 Patios

Existing patios cannot be extended. Changing existing railings and/or balusters requires approval. Replacement of existing patios requires approval.

3.38 Pipes

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

3.39 Poles

See Section 3.26, Flags/Flagpoles.

3.40 Pools

Wading/temporary pools are not permitted.

See also, Section 3.29, Hot Tubs and Jacuzzis.

3.41 Radio Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.42 Roofing Materials

Approval is required for all roofing materials other than those originally used by the Builder. All buildings constructed on a Lot 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.

3.43 Satellite Dishes

See Section 3.6, Antennae/Satellite Dishes.

3.44 Saunas

Saunas are not permitted.

3.45 Screen Doors

See Section 3.19, Doors.

3.46 Seasonal Decorations

Approval is not required if installed on a lot no more than forty-five (45) days before a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days after the holiday.

See also, Section 3.32, Lights and Lighting.

3.47 Security Devices.

Approval is not required. Security devices, including cameras and alarms, must be selected, located, and installed 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. Excepting doorbell cameras, 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.

3.48 Shutters - Exterior

Approval is required is required for any changes to the existing shutters. 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).

3.49 Siding

Approval is required. Considerations for the siding shall include, but not be limited to, material, color, style, and whether it is appropriate for the style of the home.

3.50 Signs

Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than five (5) feet in aggregate 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"

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 Lot without approval. Political signs shall not exceed 36" by 48" in size. Political signs may be displayed no earlier than forty-five (45) days before and no later than seven (7) days after an election day.

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

3.51 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.

3.52 Sunshades

See Section 3.35, Overhangs/Awnings – Cloth or Canvas

3.53 Swamp Coolers

See Section 3.4, Air Conditioning Equipment and Section 3.22, Evaporative Coolers

3.54 Television Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.55 Trash and Recycling Containers

Trash and recycling containers, including trash bags used for overflow trash, cannot be placed at the curb until the day preceding the trash pick-up and must be removed by the end of the day following trash pickup.

3.56 Vanes

See Section 3.58, Weather Vanes and Directionals.

3.57 Vents

Any new vents installed in the roof must be approved prior to installation. Approval is not required if replacing with a vent of like color and style.

3.58 Weather Vanes and Directionals

Approval is required.

3.59 Wind Electric Generators

Approval is required and they cannot be placed on common area. 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 and any applicable regulations of the Colorado Public Utilities Commission. Any wind electric generator must be installed by a licensed contractor.

3.60 Windows Replacement

Approval is not required if replacing with windows of like color and style. Approval is required if color or style is changing. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

3.61 Windows: Tinting, Security Bars, Well Covers, etc.

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

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

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

Remainder of page intentionally left blank.

APPENDIX A: Architectural Review Request Form

ARCHITECTURAL REVIEW REQUEST FORM

FOR OFFICE USE ONLY

Date Received _____

Crucial Date _____

Oak Street Townhomes
141 Union Blvd., Suite 150
Lakewood, CO 80228
303-987-0835

HOMEOWNER'S NAME(S): _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE(S): _____

My request involves the following type of improvement(s):

- Landscaping Deck/Patio Slab Roofing Painting
- Other:

Include two copies of your plot plans, and describe improvements showing in detail what you intend to accomplish (see Article 2 of the Amended and Restated Design Guidelines and Rules and Regulations of Oak Street Townhomes). Be sure to show existing conditions as well as your proposed improvements and any applicable required screening. Example: if you will be building a storage shed, be sure to indicate lot size, fence locations, dimensions, materials, any landscape, or other screenings, etc. (see the Guidelines for requirement details for your specific proposed Improvement).

I understand that I must receive approval from the ARC in order to proceed with installation of Improvements if Improvements vary from the Guidelines and Regulations or, are not specifically exempt. I understand that I may not alter the drainage on my lot. I understand that the ARC is not responsible for the safety of Improvements, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, and that I may be required to obtain a building permit to complete the proposed Improvements. The ARC and the members thereof, as well as the District, the Board of Directors, or any representative of the ARC, shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the ARC for any action, failure to act, approval, disapproval, or failure to approve or disapprove submittals, if such action was in good faith or without malice. All work authorized by the ARC shall be completed within the time limits established specified below, but if not specified, not later than one year after the approval was granted. I further understand that following the completion of my approved Improvement the ARC reserves to right to inspect the Improvement to determine whether the proposed Improvement has been completed and/or has been completed in compliance with this Architectural Review Request.

Date: _____ Homeowner's Signature: _____

ARC Action:

- Approved as submitted
- Approved subject to the following requirements:

- Disapproved for the following reasons:

All work to be completed no later than: _____

DRC/ARC Signature: _____ Date: _____

SUBMITTAL FEES- \$50

TITLE	Rules & regs
FILE NAME	Indy Oak Re... PEARSO.pdf and 1 other
DOCUMENT ID	90a33d7a6e26da40ed9a863df1c48fb1452c986d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

05 / 18 / 2021

17:00:23 UTC

Sent for signature to Jonnye Phifer (jonnye.phifer@gmail.com) and Peggy Ripko (pripko@sdmsi.com) from pripko@sdmsi.com
IP: 50.78.200.153



VIEWED

05 / 18 / 2021

17:07:20 UTC

Viewed by Peggy Ripko (pripko@sdmsi.com)
IP: 50.78.200.153



SIGNED

05 / 18 / 2021

17:07:36 UTC

Signed by Peggy Ripko (pripko@sdmsi.com)
IP: 50.78.200.153



VIEWED

05 / 18 / 2021

17:50:39 UTC

Viewed by Jonnye Phifer (jonnye.phifer@gmail.com)
IP: 67.190.32.82



SIGNED

05 / 18 / 2021

17:51:32 UTC

Signed by Jonnye Phifer (jonnye.phifer@gmail.com)
IP: 67.190.32.82



COMPLETED

05 / 18 / 2021

17:51:32 UTC

The document has been completed.

**FIRST AMENDMENT TO RESOLUTION NO. 2017-12-11
REGARDING COLORADO OPEN RECORDS ACT REQUESTS**

A. On December 14, 2017 Indy Oak TOD Metropolitan District (the “**District**”) adopted Resolution No. 2017-12-11 Regarding Colorado Open Records Act Requests (the “**Resolution**”).

B. The District desires to amend the Resolution due to a change in the District’s Official Custodian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Indy Oak TOD Metropolitan District, Jefferson County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Section 1 of Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“1. Special District Management Service, Inc., the Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2), C.R.S. Contact information for the Official Custodian is: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228; (303) 987-0835.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION REGARDING
COLORADO OPEN RECORDS ACT REQUESTS]**

RESOLUTION APPROVED AND ADOPTED ON May 17, 2021.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: *Tonnye Phifer*

President

Attest:

Peggy Ripko

Secretary

TITLE	Indy Oak- minutes & CORA
FILE NAME	02.15.21 Special - Indy Oak.pdf and 1 other
DOCUMENT ID	c6ba3fc8157ffc6f4479ad3dc8c0ab1dfaa7cca0
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

05 / 18 / 2021

15:43:25 UTC

Sent for signature to Jonnye Phifer (jonnye.phifer@gmail.com) and Peggy Ripko (pripko@sdmsi.com) from pripko@sdmsi.com
IP: 50.78.200.153



VIEWED

05 / 18 / 2021

17:45:18 UTC

Viewed by Jonnye Phifer (jonnye.phifer@gmail.com)
IP: 67.190.32.82



SIGNED

05 / 18 / 2021

17:50:24 UTC

Signed by Jonnye Phifer (jonnye.phifer@gmail.com)
IP: 67.190.32.82



VIEWED

05 / 18 / 2021

17:50:54 UTC

Viewed by Peggy Ripko (pripko@sdmsi.com)
IP: 50.78.200.153



SIGNED

05 / 18 / 2021

17:51:09 UTC

Signed by Peggy Ripko (pripko@sdmsi.com)
IP: 50.78.200.153



COMPLETED

05 / 18 / 2021

17:51:09 UTC

The document has been completed.

**INTERGOVERNMENTAL AGREEMENT FOR OAK STREET TRAIL CONNECTION
COSTS BETWEEN**

**CITY OF LAKEWOOD, COLORADO
AND
INDY OAK TOD METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT FOR OAK STREET TRAIL CONNECTION COSTS BETWEEN CITY OF LAKEWOOD, COLORADO AND INDY OAK TOD METROPOLITAN DISTRICT (the “Agreement”) is made and entered into as of the Effective Date, by and between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation (the “City”), and **INDY OAK TOD METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on September 25, 2017 (the “Service Plan”);

WHEREAS, the Service Plan contemplates the District’s funding of certain improvements identified in Exhibit D, including a share for trail improvements estimated at a total cost of One Million Eighteen Thousand Three Hundred Twenty-Five Dollars (\$1,018,325.00), as described in **Exhibit A**, attached hereto and incorporated herein (the “Total Project Cost”);

WHEREAS, the Parties agree that the trail improvements contemplated in the Service Plan relate to a grade-separated pedestrian/bicycle crossing for trail connection across Oak Street at Lakewood Gulch (the “Project”), which constitutes a regional project benefitting the residents and taxpayers of the District as well as other surrounding communities;

WHEREAS, at the District’s organizational election on November 7, 2017, voters authorized the District to incur debt and impose taxes relating to street improvements, including sidewalks, trails, and pedestrian ways, and the voters also authorized the District to impose taxes to pay for regional improvements in accordance with intergovernmental agreements;

WHEREAS, the District has issued bonds and seeks to provide funds to the City for the District’s portion of the Total Project Cost, or thirty-four percent (34%) of the Total Project Cost, as contemplated in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Acknowledgment and Incorporation of Recitals. The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.
2. Remittance of District Share. Upon execution of this Agreement, the District shall remit to the City the amount of **Three Hundred Forty-Six Thousand Two Hundred Thirty Dollars and Fifty Cents (\$346,230.50)**, which amount constitutes the District's contribution to the Total Project Cost (the "District Share").
3. City Completion of Project. The City shall be responsible for completion of the Project, contingent upon securing the remainder of the funds for the Total Project Cost. The District Share shall be retained in a separate Project fund until the City undergoes the design and construction of the Project.
4. No Future Reimbursement. The Parties understand that the Total Project Cost in Exhibit A is subject to change. The District agrees that it shall not seek reimbursement of the District Share or any portion of the District Share.
5. Effective Date. This Agreement is effective as of the latest date set forth in the signature blocks below (the "Effective Date").
6. Term and Termination. ~~Unless otherwise agreed to in writing by the Parties, this Agreement shall terminate ten (10) years~~ ~~This Agreement shall terminate fifty (50) years~~ from the Effective Date without further action of the Parties and this Agreement shall have no further force or effect; provided, however, upon such termination, if the City has not completed the Project and has expended no funds ~~or taken any steps~~ toward completion of the Project, the City shall repay the District Share amount to the District in full.
7. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto.
8. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in Jefferson County.
9. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
10. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.
11. Parties Interested Herein – No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants,

terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

12. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

13. Counterparts; Electronic Disposition. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing

14. No Liability of City. The City has no obligation whatsoever to construct any improvements that the District is required to construct, or pay any debt or liability of the District, including any Bonds.

15. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

16. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Remainder of page left intentionally blank. Signature page(s) follow.]

By this acknowledgment, the undersigned hereby certify that the above Agreement is complete and true and entered into of their own free will and volition. Each Party hereby represents that the undersigned are authorized to execute this Agreement on behalf of each respective Party.

INDY OAK TOD METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

Attestation Date

CITY OF LAKEWOOD:

Kathleen E. Hodgson, City Manager

ATTEST:

Bruce Roome, City Clerk

Attestation Date

Approved as to form:

Recommended and approved as to content:

EXHIBIT A

Total Project Cost and District Share

Trail Improvements					
CONCRETE BOX CULVERTS					
No.	Item	Quantity	Unit	Unit Price	Item Total
1	Box Culvert Pipe	125	LF	\$ 1,600.43	\$ 200,053.75
2	Headwall/Toewall	2	EA	\$ 1,291.99	\$ 2,583.98
3	Wingwalls	2	EA	\$ 29,280.55	\$ 58,521.10
CONCRETE BOX CULVERTS TOTAL					\$ 261,158.83
CHANNEL IMPROVEMENTS					
No.	Item	Quantity	Unit	Unit Price	Item Total
1	Excavation Low Range	3,500	CV	\$ 14.00	\$ 49,000.00
CHANNEL IMPROVEMENTS TOTAL					\$ 49,000.00
CONCRETE/ASPHALT					
No.	Item	Quantity	Unit	Unit Price	Item Total
1	Concrete Removal	205	SY	\$ 15.00	\$ 3,075.00
2	Asphalt	165	SY	\$ 60.00	\$ 9,900.00
3	Asphalt Removal	165	SY	\$ 15.00	\$ 2,475.00
4	Concrete Retaining Wall	3,800	SF	\$ 50.00	\$ 190,000.00
5	Concrete	665	SY	\$ 65.00	\$ 43,225.00
6	Mill & Overlay (2")	165	SY	\$ 18.00	\$ 2,970.00
CONCRETE ASPHALT TOTAL					\$ 241,645.00
ADDITIONAL CAPITAL IMPROVEMENT COSTS					
No.	Item	Quantity	Unit	Unit Price	Item Total
1	Doweling	10,000	LS		\$ 10,000.00
2	Mobilization	5%			\$ 27,590.00
3	Traffic Control	20,000	LB		\$ 20,000.00
4	Utility Coordination/Relocation	20,000	LS		\$ 20,000.00
5	Stormwater Management/Erosion Control	0.05			\$ 27,590.00
ADDITIONAL CAP IMPROVEMENTS TOTAL					\$ 105,180.00
SOFT COSTS (percentages of Capital Improvement Costs)					
No.	Item	Quantity	Unit	Unit Price	Item Total
1	Engineering	15.00%			\$ 98,548.00
2	Legal/Administrative	5.00%			\$ 32,649.00
3	Contract Admin/Construction Mgmt	10.00%			\$ 65,690.00
4	Contingency	25.00%			\$ 164,248.00
SOFT COSTS TOTAL					\$ 361,135.00
TRAIL IMPROVEMENTS TOTAL					\$ 1,018,325.00
					Subtotal / Grand Total
					\$ 1,018,325.00
					DISTRICT FOR FIRM (34%)
					\$ 346,230.50

APPENDIX A: Architectural Review Request Form

ARCHITECTURAL REVIEW REQUEST FORM

FOR OFFICE USE ONLY

Date Received _____

Crucial Date _____

Oak Street Townhomes
141 Union Blvd., Suite 150
Lakewood, CO 80228
303-987-0835

HOMEOWNER'S NAME(S): LISA REYNOLDS
ADDRESS: 1158 OAK CIRCLE LAKEWOOD CO 80215
EMAIL ADDRESS: kauflec@gmail.com
PHONE(S): 608-669-1669

My request involves the following type of improvement(s):

- Landscaping Deck/Patio Slab Roofing Painting
 Other:

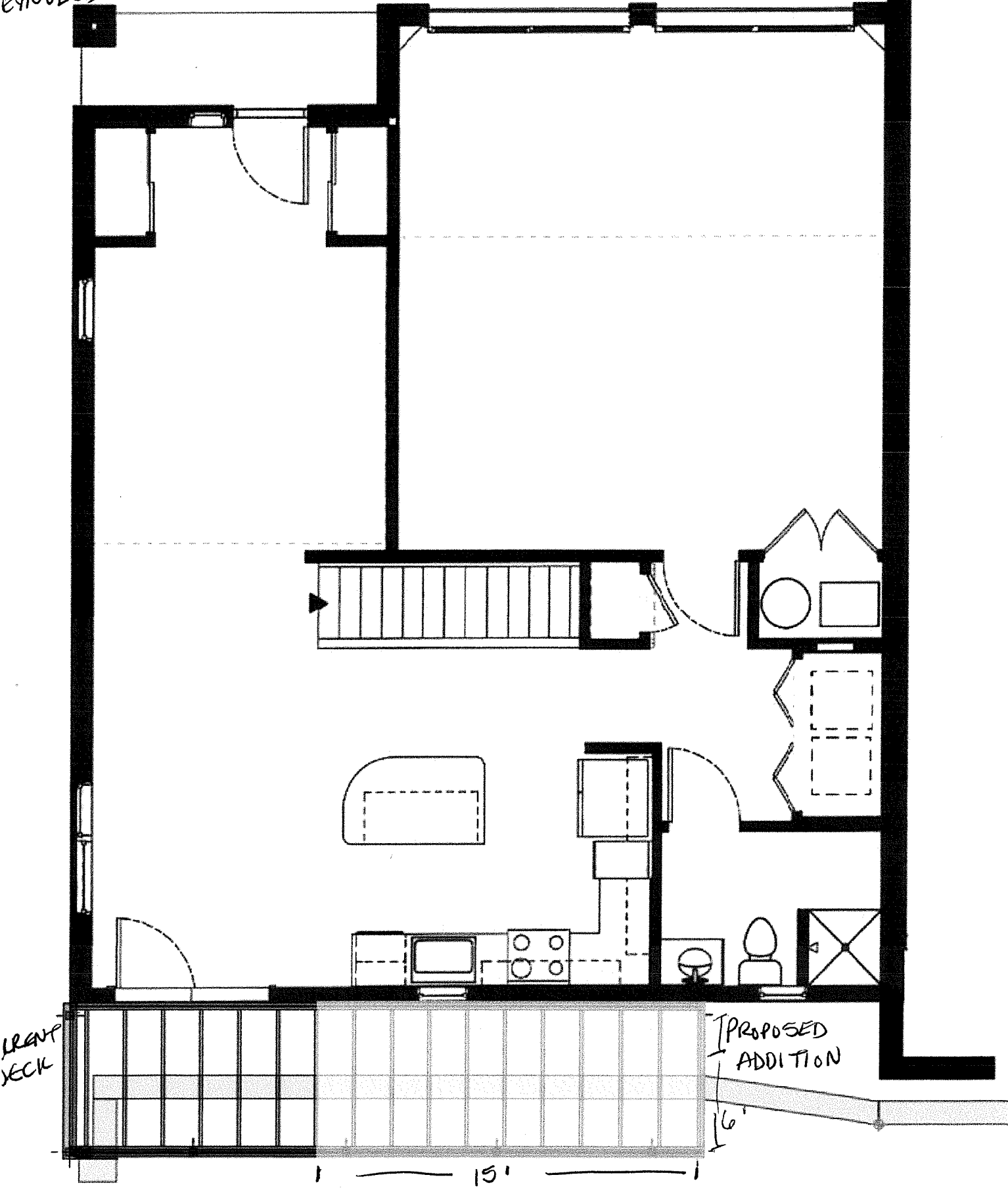
Include two copies of your plot plans, and describe improvements showing in detail what you intend to accomplish (see Article 2 of the Design Guidelines and Rules and Regulations of Oak Street Townhomes. Be sure to show existing conditions as well as your proposed improvements and any applicable required screening. Example: if you will be building a storage shed, be sure to indicate lot size, fence locations, dimensions, materials, any landscape or other screenings, etc. (see the Guidelines for requirement details for your specific proposed Improvement).

I understand that I must receive approval from the ARC in order to proceed with installation of Improvements if Improvements vary from the Guidelines and Regulations or, are not specifically exempt. I understand that I may not alter the drainage on my lot. I understand that the ARC is not responsible for the safety of Improvements, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, and that I may be required to obtain a building permit to complete the proposed Improvements. The ARC and the members thereof, as well as the District, the Board of Directors, or any representative of the ARC, shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the ARC for any action, failure to act, approval, disapproval, or failure to approve or disapprove submittals, if such action was in good faith or without malice. All work authorized by the ARC shall be completed within the time limits established specified below, but if not specified, not later than one year after the approval was granted. I further understand that following the completion of my approved Improvement the ARC reserves to right to inspect the Improvement at any time in order to determine whether the proposed Improvement has been completed and/or has been completed in compliance with this Architectural Review Request.

Date: 5/6/2021 Homeowner's Signature: Lisa Reynolds

LDP
EYNOLDS

1158 OAK CIRCLE LAKEWOOD CO 80215

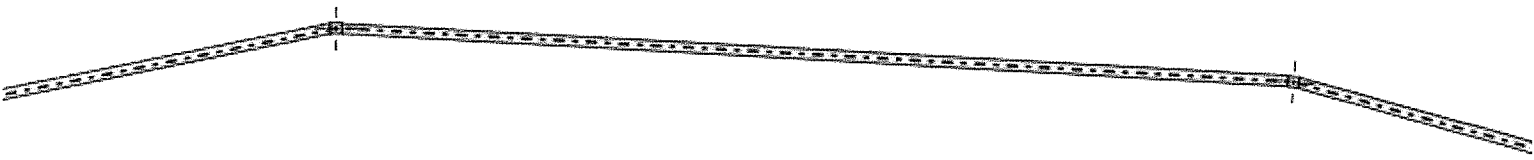


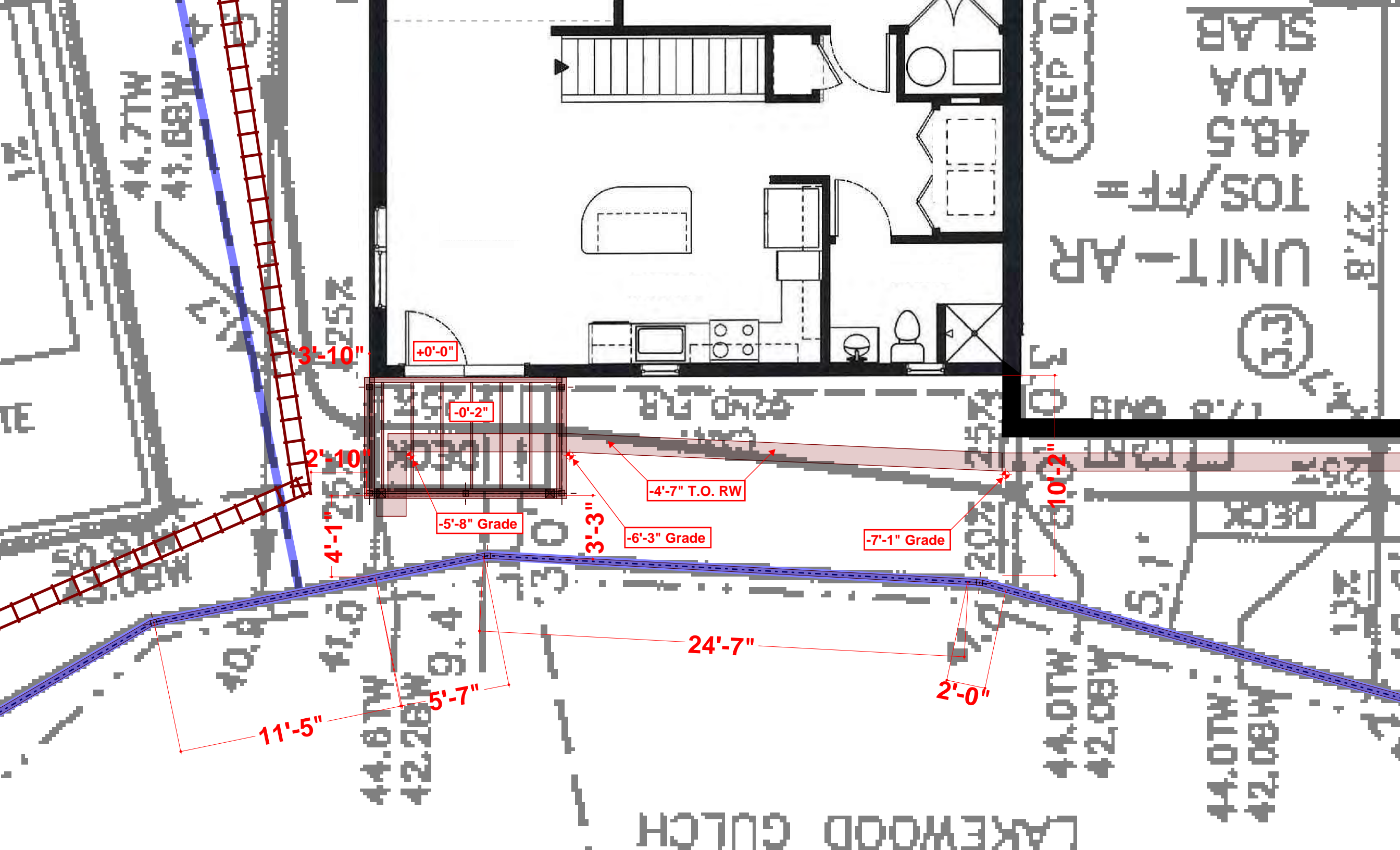
FRONT
DECK

PROPOSED
ADDITION

15'

6'





UNIT - AR
105 / FF #
48.5
ADA
SLAB
STEP 0.

+0'-0"

-0'-2"

-4'-7" T.O. RW

-5'-8" Grade

-6'-3" Grade

-7'-1" Grade

3'-10"

2'-10"

4'-1"

3'-3"

10'-2"

24'-7"

2'-0"

11'-5"

5'-7"

44.27W
47.88W

42.25E

44.07W
42.26W
9.4

3

27.8

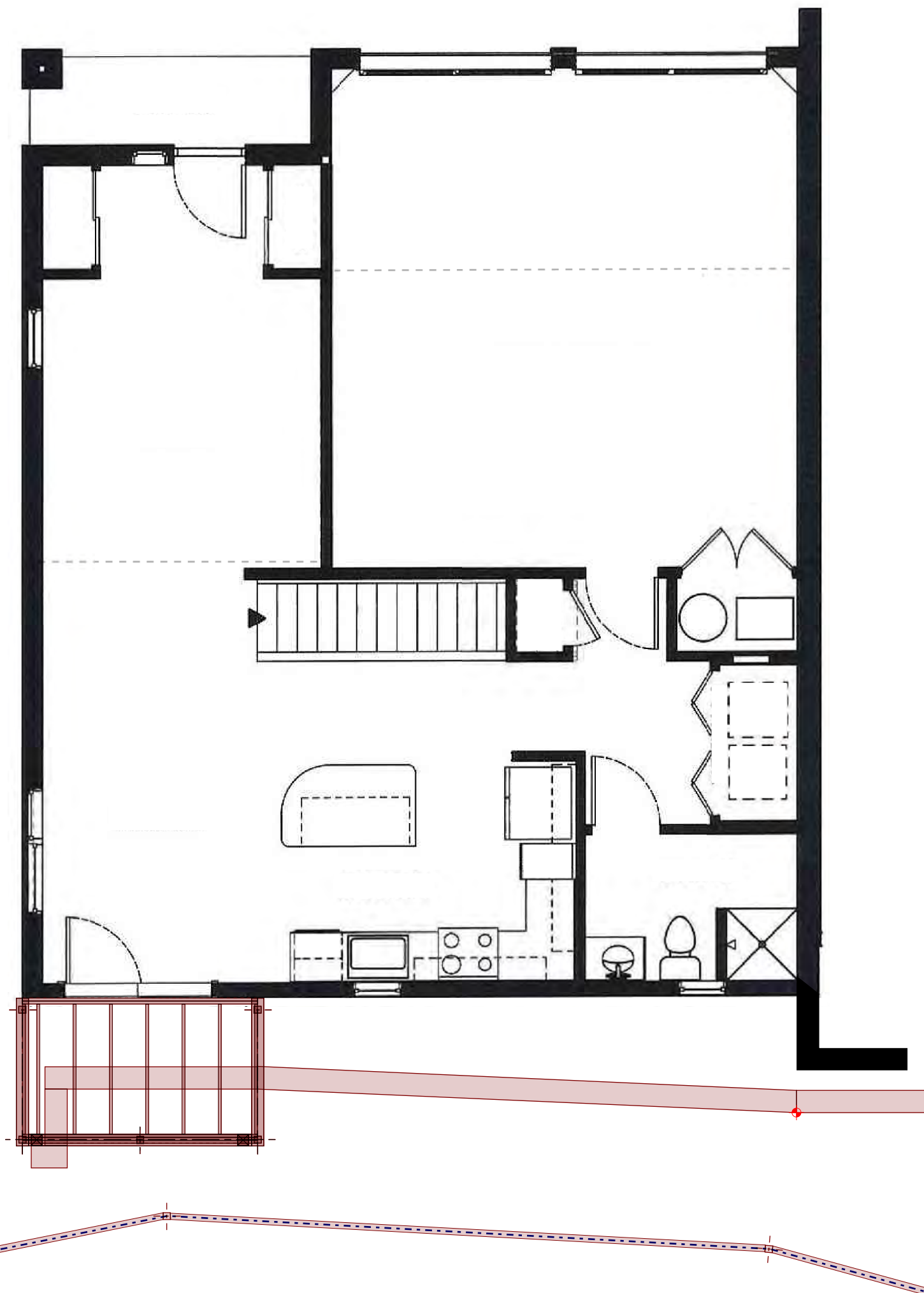
10.9

5.1

44.07W
42.08W

44.07W
42.08W

LAKEWOOD GULCH



ARC Action:

- Approved as submitted
- Approved subject to the following requirements:

Disapproved for the following reasons: per Section 3.16
Existing decks cannot be extended. Changing existing
All work to be completed no later than: railings and/or balustrade require approval.

DRC/ARC Signature: [Signature] Date: 5/11/2021

SUBMITTAL FEES- \$50

Refund of \$50
sent ch 5/11/2021

From: Jeremy Sandoval <jsandoval@sdmsi.com>
Sent: Tuesday, May 11, 2021 1:57 PM
To: Peggy Ripko <pripko@sdmsi.com>
Subject: FW: landscape request

We received a little push-back from the Indy Oak homeowner regarding the disapproved expansion deck.

What I mentioned was when the Board president wanted to expand their deck, she made the adjustment going from concrete to pavers. So, instead of it being architecture it fell into landscaping. Not really an "exception" (which is what you'll read), but an adjustment.

Anyway, I'll respond by suggesting she brings this up at the next Board meeting which is very soon, May 17th. Would it be too late to add this to the agenda? Otherwise, it looks like the next meeting is in August??

Thanks,

Jeremy Sandoval
Community Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO. 80228-1898
jsandoval@sdmsi.com
Phone: 303-987-0835, Ext. 208

From: Lisa Reynolds <kaufllc@gmail.com>
Sent: Tuesday, May 11, 2021 1:26 PM
To: Jeremy Sandoval <jsandoval@sdmsi.com>
Subject: Re: landscape request

Hi Jeremy,

You did say there were some exceptions. What are those exceptions? I own the exterior of my townhouse and pay more for insurance because of this. I don't understand if I own the exterior and the deck isn't extending any further towards the creek why this is an issue?

Also we were told repeatedly by Century that we would be allowed to extend our deck after closing. Now it seems like a "bait and switch" situation that the story has changed. I also thought we would have some type of yard and found out that wasn't the case either. All I'm asking for is a bit larger deck. This isn't affecting anyone and no one will even see it.

This would only increase the property value which is a win win for everyone. I bought this unit due to the fact I would be able to have a larger living area. Right now there is no room for a grill, no room for a dining area, and is just tight overall. This is why we live in Colorado to enjoy the outdoors. I really need a larger outdoor space. Please reconsider.

Thank you
Lisa Reynolds

Sent from my iPhone

On May 11, 2021, at 11:45 AM, Jeremy Sandoval <jsandoval@sdmsi.com> wrote:

Good morning Lisa,

After hearing back from the architecture committee I am sorry to say your request for your recent deck extension proposal has been disapproved for the following reason:

3.16 Decks

Existing decks cannot be extended. Changing existing railings and/or balusters require approval.

Regarding the 3 names and emails you provided me, I learned two of the three are no longer with the company and it seems Maggie is the only one. If you would like to further discuss, you may want to reach out to her using the email you provided me.

The \$50 check you mailed will be mailed back to you today.

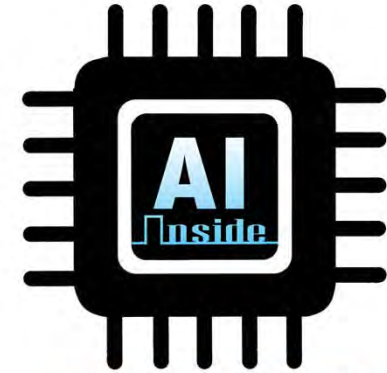
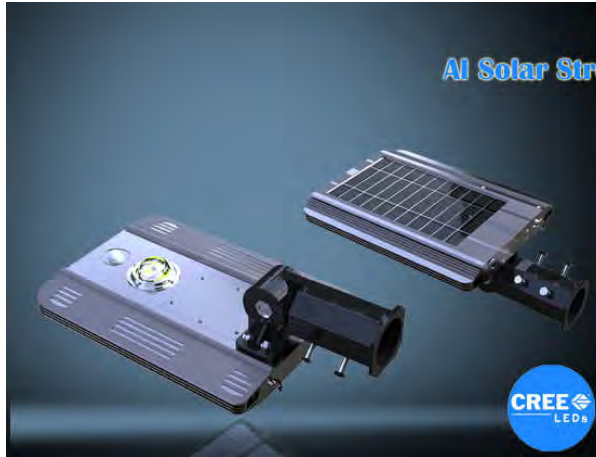
Thanks,

Jeremy Sandoval
Community Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO. 80228-1898
jsandoval@sdmsi.com
Phone: 303-987-0835, Ext. 208

<doc03903820210511113015.pdf>

eLEDing[®]

Next Generation Solar Powered & Digital Sensing
LED smart illumination



Created in USA

4TH Generation
Solar Hybrid



SYSTEMS GROUP, INC.

Office: 12346 Valley Blvd, Suite A, El Monte, CA 91732 USA

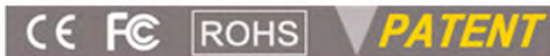
Tel: 1-877-579-3889

Email: info@eesgi.com

www.eleding.com



Version 1.0



Solar Powered Integrated AI-SMART Sensing CREE LED Area Light *EE810W-AI10*

10W/1600Lm



Technical Specifications	
Cree LED	10W 160LM/W >50000H
LED Module	1 COB or 30pcs SMD
LED Color	Daylight 5000K / Dark Sky City 3000K(Optional)
Battery Type	49WH , Li-ion (>1500 daily cycle times)
Solar Panel	14W/15V mpp Monocrystalline silicon Tempered Glass (>25 years lifespan)
Charging method	Solar Powered or Aux power 15-24V DC/≤2A
Solar charging time	6-8 hrs by bright sunshine
Lighting time	5-7 nights after full charged
Sensor	ePIR Sensor + Light sensor
Lighting mode	AI-SMART or Fixed MODE
Material	Aluminum Alloy (Oxidation) + PC , Housing lifespan:>25years
Product Size	276*370mm, 11*14.5inch
IP level	65
Working Temperature	-25°C ~ 65°C
Warranty	2 years
Certificate	CE,ROHS ,FCC , ISO9001:2015
Pole diameter	≤60mm, 2.35inch
Installation height	3-4M, 10-15FT
Recommended distance in between	9-12M, 30-40FT
Package	Carton Size : 16.5*7*14inch N.G/G.W: 12/14LB

Solar Powered Integrated AI-SMART Sensing CREE LED Area Light *EE815W-AI15*

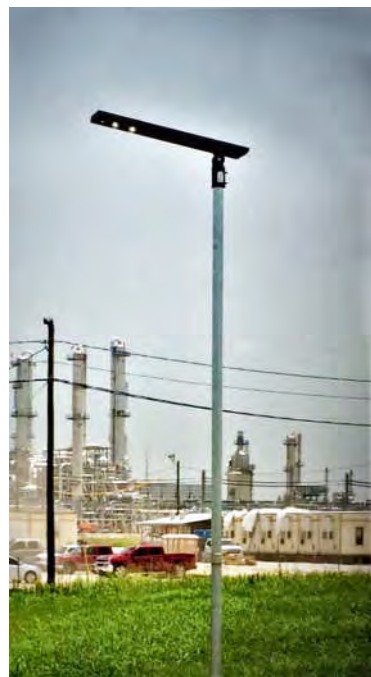
15W/2400Lm



Technical Specifications	
Cree LED	15W 160LM/W >50000H
LED Module	2 COB or 60pcs SMD
LED Color	Daylight 5000K / Dark Sky City 3000K(Option)
Battery Type	98WH , Li-ion (> 1500 daily cycle times)
Solar Panel	19W/15V mpp Monocrystalline silicon Tempered Glass (>25 years lifespan)
Charging method	Solar Powered or Aux power 15-24V DC/≤2A
Solar charging time	6-8 hrs by bright sunshine
Lighting time	5-7 nights after full charged
Sensor	ePIR Sensor+ Light sensor
Lighting mode	AI-SMART or Fixed MODE
Material	Aluminum Alloy (Oxidation) + PC , Housing lifespan: >25years
Product Size	276*630mm, 11*25inch
IP level	65
Working Temperature	-25°C ~ 65°C
Warranty	2 years
Certificate	CE,ROHS ,FCC , ISO9001:2015
Pole diameter	≤60mm, 2.35inch
Installation height	3.5-4.5M, 12-16FT
Recommended distance in between	12-15M, 40-50FT
Package	Carton Size :28.5*7*14inch N.G/G.W: 19/20LB

Solar Powered Integrated AI-SMART Sensing CREE LED Area Light *EE820W-AI20*

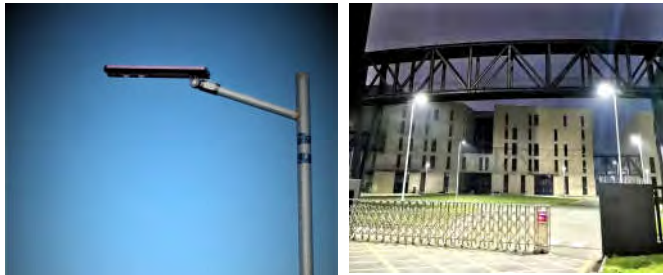
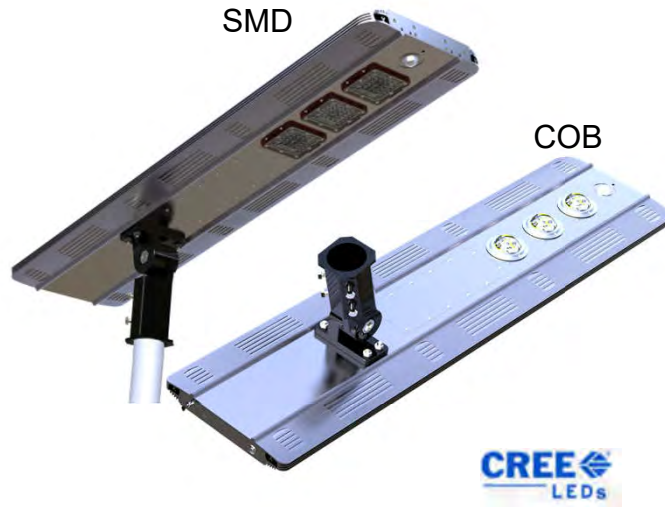
20W/3200Lm



Technical Specifications	
Cree LED	20W 160LM/W >50000H
LED Module	2 COB or 60 pcs SMD
LED Color	Daylight 5000K / Dark Sky City 3000K(Option)
Battery Type	122WH, Li-ion (> 1500 daily cycle times)
Solar Panel	28W/15V mpp Monocrystalline silicon Tempered Glass (>25 years lifespan)
Charging method	Solar Powered or Aux power 15-24V DC/≤2A
Solar charging time	6-8 hrs by bright sunshine
Lighting time	5-7 nights after full charged
Sensor	ePIR Sensor+ Light sensor
Lighting mode	AI-SMART or Fixed MODE
Material	Aluminum Alloy (Oxidation) + PC , Housing lifespan:> 25years
Product Size	276*880mm, 11*34.5inch
IP level	65
Working Temperature	-25°C ~ 65°C
Warranty	2 years
Certificate	CE,ROHS ,FCC , ISO9001:2015
Pole diameter	≤60mm, 2.35inch
Installation height	4-5M, 13-18FT
Recommended distance in between	12-15m, 39-55FT
Package	Carton Size : 36.5*7*14inch N.G/G.W: 23/ 25LB

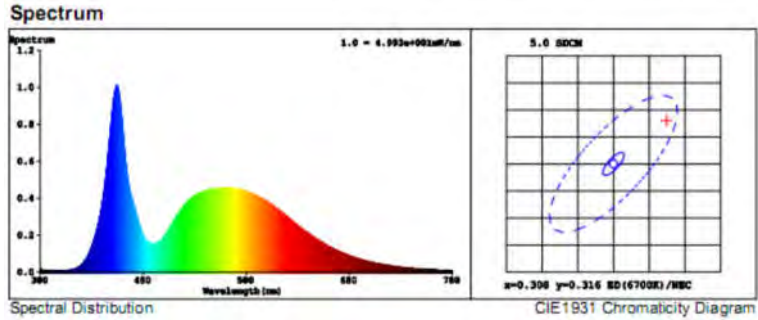
Solar Powered HRF-Sensor, RF-Control Ultra Brightness LED Area Light *EE830W-AI30*

30W/4800Lm

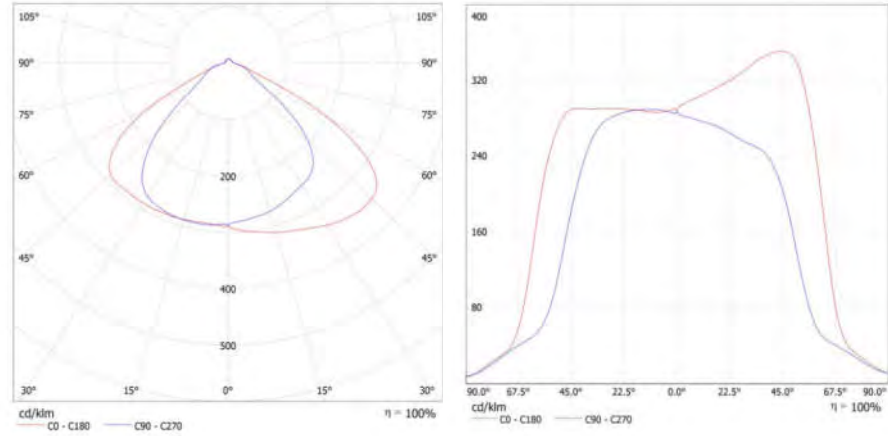


Technical Specifications	
Cree LED	30W 160LM/W >50000H
LED Module	3COB or 90pcs SMD
LED Color	Daylight 5000K / Dark Sky City 3000K(Option)
Battery Type	171WH, Li-ion (>1500 daily cycle times)
Solar Panel	40W/15V mpp Monocrystalline silicon Tempered Glass (>25 years lifespan)
Charging method	Solar Powered or Aux power 15-24V DC/≤2A
Solar charging time	6-8 hrs by bright sunshine
Lighting time	5-7 nights after full charged
Sensor	ePIR Sensor+ Light sensor
Lighting mode	AI-SMART or Fixed MODE
Material	Aluminum Alloy (Oxidation) + PC , Housing lifespan:>25years
Product Size	276*1272mm, 11*50inch
IP level	65
Working Temperature	-25°C ~ 65°C
Warranty	2 years
Certificate	CE,ROHS ,FCC , ISO9001:2015
Pole diameter	≤60mm, 2.35inch
Installation height	4-5M, 13-20FT
Recommended distance in between	12-15m, 39-60FT
Package	Carton Size : 52*28.5*36.5inch N.G/G.W: 37.5/40LB

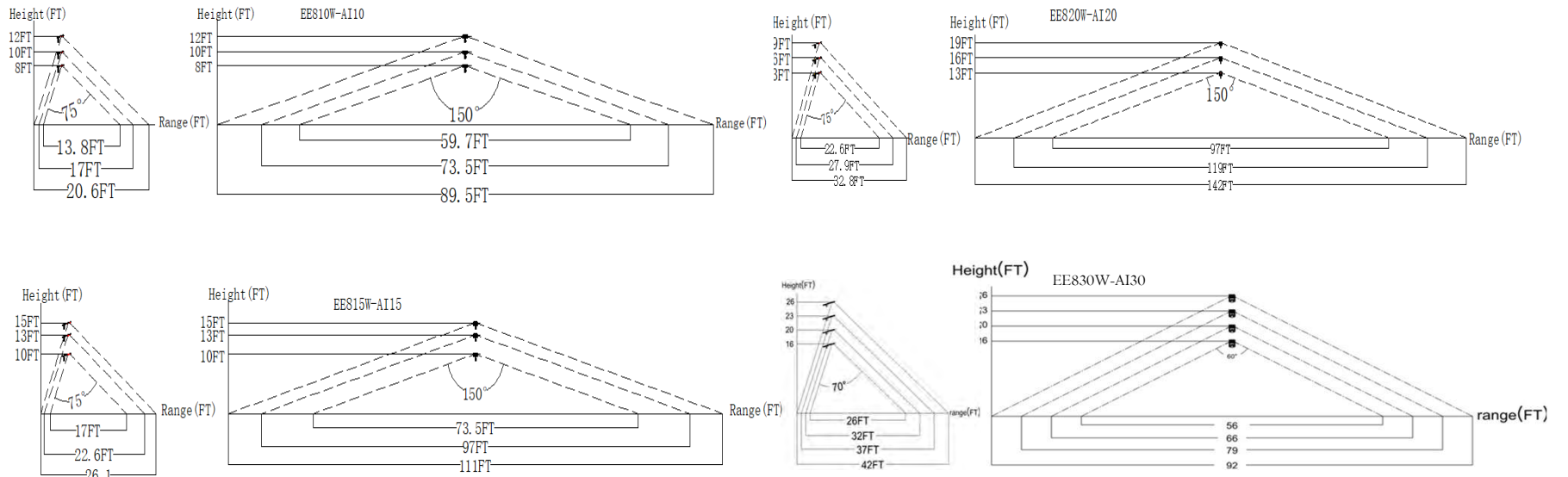
Distribution Curve & Spectrum (SMD)



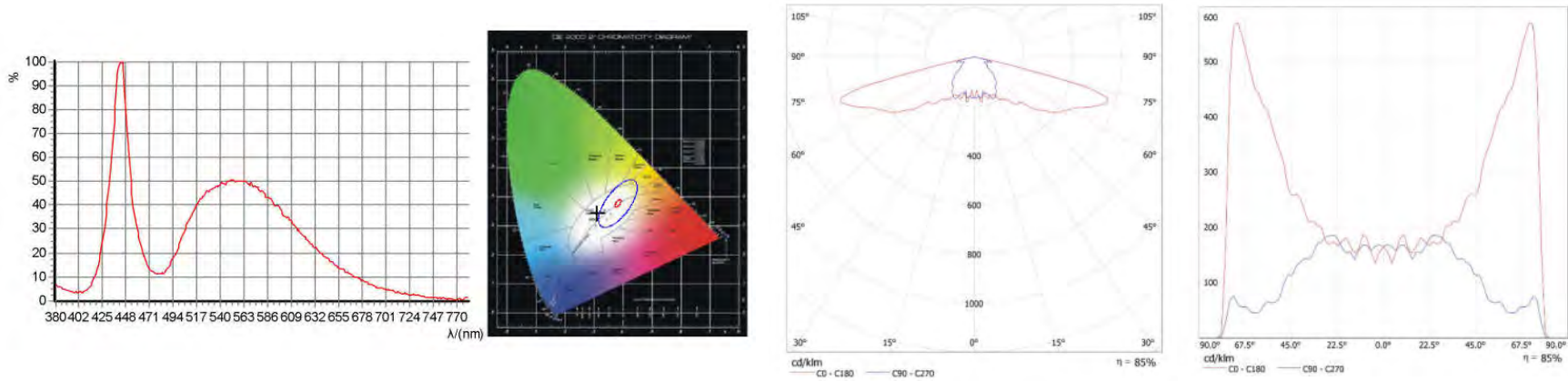
Colorimetric Parameters
 Chromaticity Coordinate: $x = 0.3154 \quad y = 0.3240 \quad u' = 0.2016 \quad v' = 0.4660 \quad (duv = -7.85e-04)$
 CCT= 6390K Prcp WL: Ld=484.7nm Purity=6.8%
 Peak WL: Lp=454nm FWHM: =21.6nm Ratio:R=13.4% G=81.6% B=5.0%



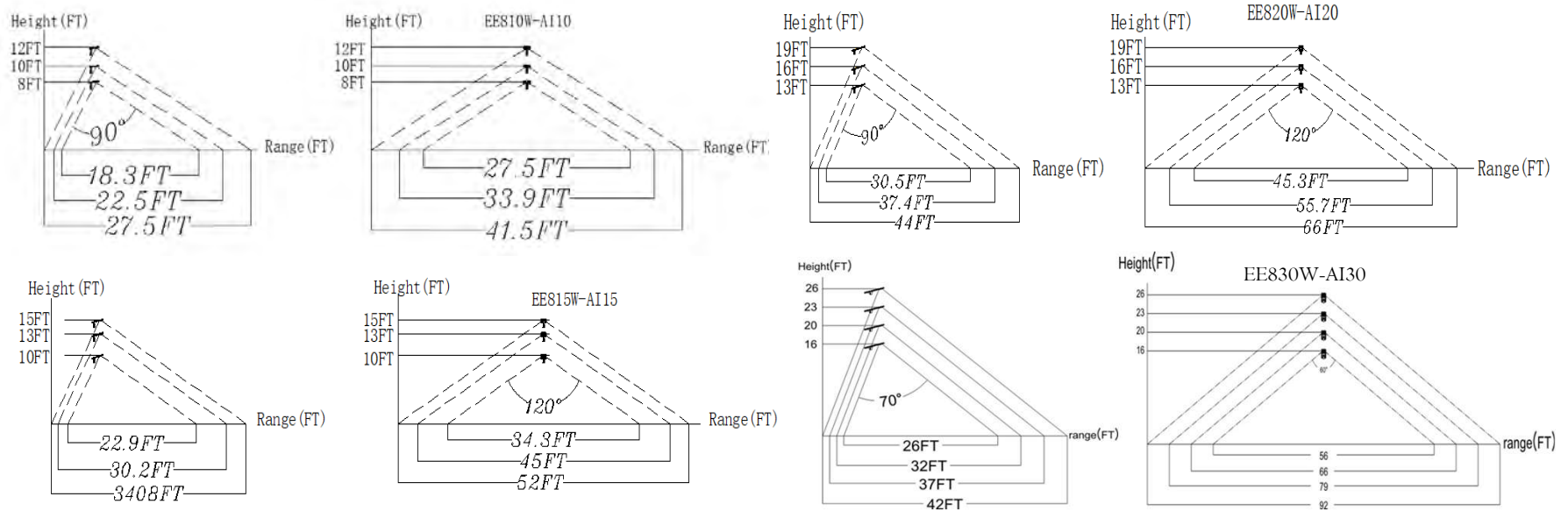
Mounting High vs Lighting Coverage vs Sensing Range



Distribution Curve & Spectrum (COB)

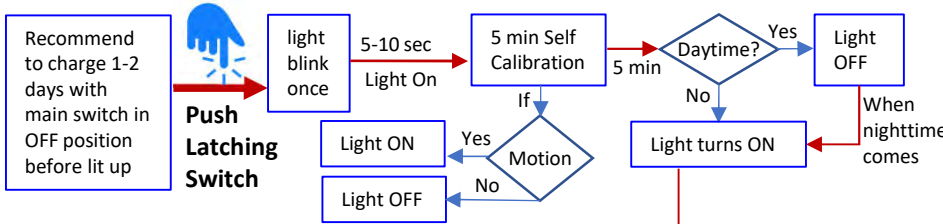


Mounting High vs Lighting Coverage vs Sensing Range



Thank you for choosing eLEDing! Built an exclusive auto-compensation firmware as AI-SMART mode for critical weather and seasons.
This product is designed to provide long lasting superior illumination by using environment-friendly Solar-Hybrid, Lithium-based energy technologies. US, European, China and international patents granted and pending worldwide. All rights reserved. Users must read this manual before installation, comply with local standard and regulations of construction & electrical/electronic projects, follow the safety guidelines to prevent any possible accidents, incident and/or injuries. Consult experienced contractor/installer and electrical technicians for assistance.

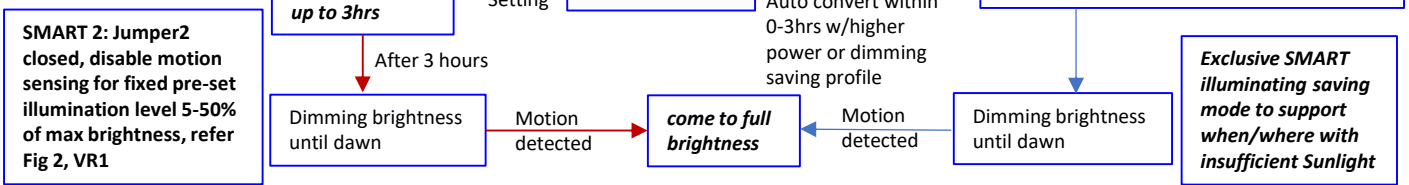
One Step Setup (Just 1 Click! Refer Fig.1)



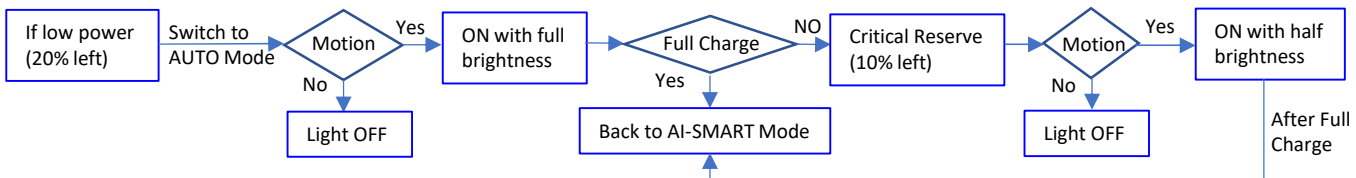
Two Year Limited Warranty

EESGI guarantees this product to be free from defects in material & workmanship for (2) year.
This warranty does not apply to damage from misuse or incorrect installation/connection.
This warranty does not cover accessories, bulbs, batteries, high voltage accidents, alterations, unauthorized use or repair, neglect, misuse, abuse, damages or defects resulting from normal wear and tear (including chips, fading scratches, abrasions or discoloration due to usage or sun exposure), or failure to follow instructions for care and maintenance, fire, flood, and Acts of God.
This warranty does not include liability for incidental or consequential damages.
EESGI is not responsible for any damages in excess of the retail purchase price of the product under any circumstances. The consumer is responsible for the installation of, removal of, and reinstallation of the product.

AI-SMART default profile (Jumper2 open, Fig.2 & 3)



Intelligence Power Management (IPM) system : monitor & auto adjust power consumption



Lighting Profile Setup & Battery Change: open the bottom cover (Fig.2)

Battery change: unplug the fault battery and replace it with the new battery. Noted that the battery plug only fit in one way.
VR1: adjust dimming brightness (from 5-50% of max brightness in either mode, clockwise to increase), minimum set is recommended.
VR2: adjust sensor range, can be adjusted from 10 - 50 ft, turn counterclockwise to decrease sensitivity range. (Fig.5)
Notes: increasing dimming brightness & sensitivity may reduce the length of illumination period, especially during winter time

Installation Guidelines

- Securely mount the unit on the light pole or wall, adjust the light head direction and angles based on your need (Fig.4, 6)
- Solar Panel must be mounted in a non-obstructed position that allows at least 5-6 hours direct sunlight all year round. For most of the North America projects, adjust the tilt of the solar panel at 20°- 45° degrees based on your actual location. If you are close to equator's location, a flat installation (light head is parallel to the ground) will be reasonable.

The solar panel can be pointed between east to west, but **definitely not to north.**

For northern hemisphere installations, a south-facing position is best and visa-versa for southern hemisphere installation.

Optional AUX Input DC power sources can be used as charging enhancement for poor sunlight location or balancing the solar panel direction and lighting projection with conflict (Fig. 1) . Refer: https://youtu.be/hDn5JWr_DPA

- Solar Panel Maintenance: Use soft, wet cloth to clean the solar panel periodically (at least once a one year) to avoid energy output reduction resulted from accumulated dust. Clean accumulated snow ASAP during snowing season.

Fig.1



Fig.3

Multiple Installation Ways

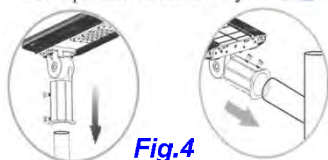


Fig.4

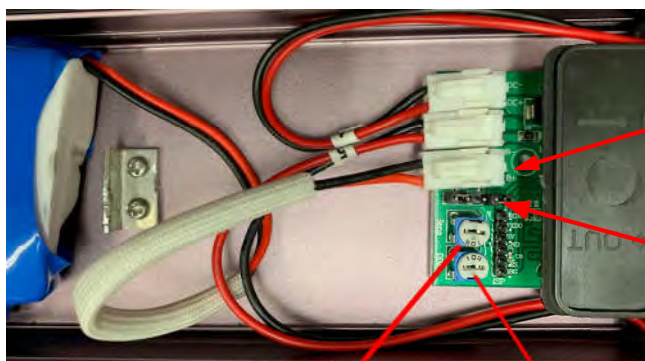


Fig.2

Battery Connect Plug

Select lighting profile: unscrew & remove the cover, use jumper 2

VR2: adjust sensor range

VR1: adjust dimming brightness

Specifications	EE810W-AI10	EE815W-AI15	EE820W-AI20
Outdoor Application Rating	IP65		
CREE LED Number	1COB/20pc	2COB	2COB/40pcs
CREE LED Emitter output (Max on peak)	10W	15W	20W
Illumination brightness (Lumen on peak)	1600	2400	3200
CREE LED illumination color	5000K	5000K	5000K
Li-Poly Battery Pack	50WH	100WH	120WH
Intelligent power management	AI version with AIPM		
Dim Brightness (adjustable)	50-800+ lumen	75-1000+ lumen	100-1500+ lumen
Sensitivity Coverage (adjustable)	10-50 ft	10-50 ft	10-50 ft
Mono-crystalline Tempered Glass Solar Panel	12W, 15V	17W, 15V	22W, 15V
Light Size (L x W x H)	14.5"x11"x1.75"	25"x11"x1.75"	35"x11"x1.75"
Unit Weight (lbs)	13	19	26
Mounting Tube Adapter	Yes		
Mounting Adaptor Diameter	2"-7/16 (2.3"-2.44")		
Package Weight (lbs)	15	22	30
Package Size (L x W x H)	16.5"x14"x7"	26.5"x14"x7"	38"x14"x7"
Aux Solar Panel/DC Adapter	Optional, 15-21V DC/≤2A		
Charging Time	5-10 hrs		
Operation Temperature	(- 4°F to +125°F)		
Certificate & Compliance	FCC Part 15 Class B and ICES-003:2004		



Fig 5. Height & PIR Profile

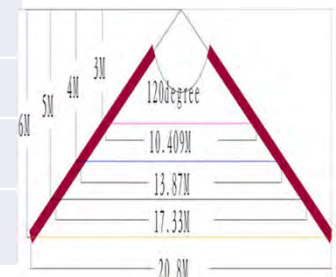
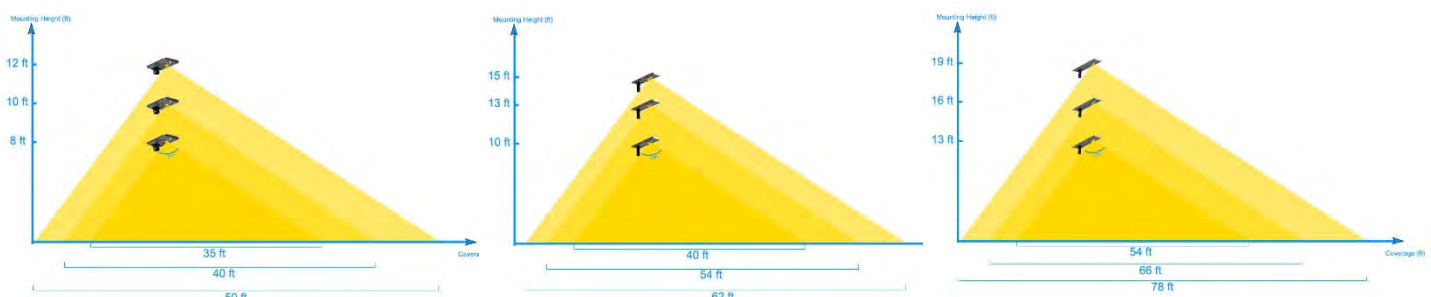


Fig 6. Mounting Height & Diameter of Area Coverage (ft)





Go green with this beautiful Bayport Outdoor Black Solar Lamp Post from Nature Power. Perfect for lighting decks, pathways, garden areas or anywhere else that needs a little extra light, the lamp illuminates your space with an extra bright LED for a stunning, natural glow. Because this lamp is powered by the sun, there is no wiring needed, ensuring easy, hassle-free setup. The rechargeable lithium-ion batteries are charged by the sun during the day, conveniently allowing the lamp to turn on automatically at dusk when you need it.

- Natural white LEDs are super bright and provide a more natural lighting experience
- Convenient exterior high/low brightness switch provides the option of either a brighter light or longer light duration
- Seeded textured glass for an elegant look
- Crafted with weather-resistant cast aluminum for years of maintenance-free lighting
- Solar powered design requires no electrical wiring
- Runs up to 10 hours on a single day's full solar charge
- 1-year limited warranty
- [Have questions about outdoor lighting? Check out our helpful guide here.](#)
- [Click here for more information on Electronic Recycling Programs](#)
- [Return Policy](#)

Indy Oaks Metro District
Landscape Maintenance Request for Proposal

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: Environmental Design - Henry Moore

CONTRACT SERVICES

ACTIVITY	FREQUENCY	UNIT PRICE	EXTENDED PRICE
PLANT & TREE CARE:			
Shrub/perennial/ornamental grass pruning	2	\$ 795.66	\$ 1591.33
Tree pruning (traffic/safety)	1	\$ 176.81	\$ 176.81
Fertilization	1	\$ 343.04	\$ 343.04
Weed control - pre-emergent application	1	\$ 507.25	\$ 507.25
Weed control - post-emergent applications	26	\$ included	\$
TREE WRAPPING:			
small deciduous trees	1	\$ 8.44	\$ 8.44
spring tree wrap removal	1	\$ 3.44	\$ 3.44
TURF CARE:			
Mowing/trimming/clean-up	26	\$ 375.06	\$ 9751.56
Edging	13	\$ included	\$
Fertilization	3	\$ 285.53	\$ 856.58
Aeration	2	\$ 214.32	\$ 428.64
Weed control - post emergent	3	\$ 74.57	\$ 223.71
IRRIGATION SYSTEM MANAGEMENT:			
Activation	1	\$ 244.79	\$ 244.79
Winterization	1	\$ 104.91	\$ 104.91
System Check	24	\$ 81.60	\$ 1958.32
DETENTION POND MAINTENANCE:			
Ponds sediment removal	2	\$ 74M	\$ 74M 365/yr
MISCELLANEOUS:			
Spring Clean-up	1	\$ 267.90	\$ 267.90
Fall Clean-up	2	\$ 321.48	\$ 642.96
Debris & Litter Removal	3826	\$ 47.46	\$ 128592
TOTAL CONTRACT PRICE			\$ 18,719.29
MONTHLY CONTRACT PRICE			\$ 1559.94

ADDITIONAL SERVICES

LABOR RATES:

Irrigation Technician
Irrigation Labor

COST PER HOUR

\$ 75
\$ 75



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: Robert Graham
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Indy Oaks - 2022 Maintenance	Bid Number:
Project Location: Lakewood, CO	Bid Date: 7/30/2021
Addendum #: N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$321.50	\$8,359.00
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$738.50	\$1,477.00
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$364.00	\$364.00
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$510.00	\$510.00
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	2.00	EACH	\$561.00	\$1,122.00
Aeration Of All Turf Areas:	2.00	EACH	\$73.90	\$147.80
Turf Fertilization And Broadleaf Herbicide: (Traditional) 3 Application Of 24-4-10 Fertilizer And One Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	6.00	EACH	\$115.00	\$690.00
Shrub Bed Fertilization Slow Release Granular Application	1.00	EACH	\$302.00	\$302.00
Winter Trash Removal: Police Property For Trash, Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$81.30	\$2,113.80
Irrigation Checks: Weekly Irrigation Checks	24.00	EACH	\$130.50	\$3,132.00
Irrigation System Spring Start Up:	1.00	EACH	\$491.00	\$491.00
Irrigation System Winterization: (1 Time)	1.00	EACH	\$534.50	\$534.50
Native Grass Field Mowing: (2 Occurrences)	2.00	EACH	\$102.50	\$205.00
Native Grass Beauty Band Mowing: (6 Occurrences)	6.00	EACH	\$101.50	\$609.00
Native Grass - Broadleaf Herbicide: (Spot Application) 1 Spot Applications Of A Broadleaf Herbicide Does Not Control Grassy Weeds.	1.00	EACH	\$140.00	\$140.00
Tree Wrapping And Unwrapping: Wrap Trees In Fall And Unwrap In Spring	1.00	EACH	\$470.50	\$470.50

Total Bid Price: \$20,667.60

Notes:

- Irrigation rates will be \$ 72.00 per hour for a irrigation technician, \$ 55.00 for irrigation labor and any necessary materials will be additional.
- **This proposal is good for 60 days following the date given on the proposal.**

• **Consolidated Divisions, Inc.** dba **CDI** | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

303.471.1522 303.470.3197 sales@cdi-services.com

To: SDMS	Contact: Robert Graham
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835
	Fax: 303-987-2032
Project Name: Indy Oaks - 2022 Maintenance	Bid Number:
Project Location: Lakewood, CO	Bid Date: 7/30/2021
Addendum #: N/a	

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

**Consolidated Divisions, Inc DbA CDI
Environmental Contractors**

Authorized Signature: _____

Estimator: Cory France
303-501-5697 coryf@cdi-services.com

Indy Oaks Metro District
Snow Removal Services Request for Proposal.

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: Environmental Designs - Henry Moore

CONTRACT SERVICES

ACTIVITY

UNIT PRICE

Time/Material Pricing

Equipment

Pick Up with 7.5 foot plow	\$ <u>140</u>	Per Hour
Laborer-Shoveling	\$ <u>65</u>	Per Hour
Snow Blower	\$ <u>85</u>	Per Hour
ATV with blade	\$ <u>75</u>	Per Hour
Skid Steer with bucket	\$ <u>180</u>	Per Hour <i>2 hrs per hr</i>
Skid Steer with pusher	\$ <u>180</u>	Per Hour <i>2 hrs per hr</i>
Front End Loader with bucket	\$ <u>250</u>	Per Hour <i>2 hrs per hr</i>
Front End Loader with box pusher	\$ <u>250</u>	Per Hour <i>2 hrs per hr</i>
Dump Truck 10 yards	\$ <u>195</u>	Per Hour <i>2 hrs per hr</i>
Slicer Truck	\$ <u>79</u>	Per Hour
Obstacle identification service plus \$ _____ per stake	\$ <u>65</u>	Per Hour
Slicer	\$ <u>.35</u>	Per Ton <i>lb</i>
Ice Melt	\$ <u>57.50</u>	Per Bag