

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

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Eric Dome	President	2022/May 2022
Brian Mulqueen	Treasurer	2020/May 2020
Daniel Galasso	Assistant Secretary	2020/May 2020
Cynthia Myers	Assistant Secretary	2022/May 2020
Nick D. Enke	Assistant Secretary	2020/May 2020
Lisa A. Johnson	Secretary	

DATE: September 12, 2019
TIME: 1:00 P.M.
PLACE: Century Communities
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111

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 notices.

- C. Review and consider approval of Minutes from the March 14, 2019 Regular Meeting (enclosure).

II. PUBLIC COMMENTS

- A. _____

III. FINANCIAL MATTERS

- A. Approve/Ratify approval of the payment of claims for the period ending _____ (to be distributed).

- B. Review unaudited financial statements for the period ending June 30, 2019 (enclosure).

- C. Consider the appointment of Simmons & Wheeler, P.C. to prepare 2020 Budget. Set date for public hearing to adopt the 2020 Budget.
-

- D. Review 2019 Preliminary Assessed Valuation by the County (enclosure).
-

IV. LEGAL MATTERS

- A. Ratify approval of the First Amendment to the Operation Funding Agreement between the District and Century at Oak Street, LLC (enclosure).
-

- B. Review and discuss approval of Service Agreement for Cost Verification Services with Schedio Group, LLC (enclosure).
-

- C. Discuss and consider approval of Landscape Tract Acceptance Agreement between Century at Oak Street, LLC and the District (to be distributed).
-

- D. Discuss new legislation concerning posting of meeting notices (enclosure).
-

- 1. Consider adoption of Resolution No. 2019-09-01; Establishing District Website and Designating Location for Posting of 24-Hour Notices (enclosure).
-

- 2. Consideration of First Amendment to Resolution No. 2018-10-01; Establishing Regular Meeting Dates, Time and Location, Designating Locations for Posting of 72-Hour Notices (enclosure).
-

V. COVENANT ENFORCEMENT / DESIGN REVIEW

- A. Ratify approval of Design Guidelines and Rules and Regulations of Oak Street Townhomes, dated July 26, 2019 and consider adoption of Resolution No. 2019-09-02; Adopting the Design and Landscape Guidelines and Rules and Regulations of Oak Street Townhomes (enclosures).
-

- B. Discuss and consider rules and regulations related to parking/towing on private streets owned and maintained by the District.
-

VII. OTHER MATTERS

- A.

- VIII. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 14, 2019 (BUDGET HEARING).**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT (THE "DISTRICT") HELD MARCH 14, 2019

A regular meeting of the Board of Directors of the Indy Oak TOD Metropolitan District (referred to hereafter as the "Board") was convened on Thursday, March 14, 2019, at 1:00 p.m., at the offices of Century Communities, 8390 E. Crescent Parkway, Suite 650, Greenwood Village, Colorado 80111. The meeting was open to the public.

Directors in Attendance Were:

Eric Dome
Brian Mulqueen
Daniel Galasso
Cynthia Myers

Following discussion, upon motion duly made by Director Galasso seconded by Director Myers and, upon vote, unanimously carried, the absence of Nick Enke was excused.

Also, In Attendance Were:

Lisa A. Johnson, Judy Leyshon, and Peggy Ripko; Special District Management Services, Inc. ("SDMS")

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

Diane Wheeler; Simmons & Wheeler, P.C.

Brenda Owings; Century Communities

**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. 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 and incorporated for the record those applicable disclosures made by the Board members prior to this

RECORD OF PROCEEDINGS

meeting in accordance with statute. It was noted by Attorney Cortese that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors.

ADMINISTRATIVE MATTERS

Agenda: Ms. Johnson distributed for the Board's review and approval a proposed Agenda for the District's regular meeting.

Following discussion, upon motion duly made by Director Dome, seconded by Director Myers and, upon vote unanimously carried, the Agenda was approved, as presented.

Approval of 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 Dome, seconded by Director Myers and, upon vote unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of this location was duly posted and that it had not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

Designation of 24-hour Posting Location: Following discussion, upon motion duly made by Director Dome, seconded by Director Myers and, upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location: On a post within the boundaries of the District.

Minutes: The Board reviewed the Minutes of the October 30, 2018 Special Meeting and December 17, 2018 Special Meeting.

Following discussion, upon motion duly made by Director Myers, seconded by Director Galasso and, upon vote, unanimously carried, the Minutes of the October 30, 2018 Special Meeting and December 17, 2018 Special Meeting were approved.

PUBLIC COMMENTS

There were no public comments.

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Claims: Ms. Wheeler presented to the Board the claims through February 28, 2019.

Following discussion, upon motion duly made by Director Myers, seconded by Director Galasso and, upon vote, unanimously carried, the Board ratified approval of claims through February 28, 2019 in the amount of \$13,296.95.

Claims: Ms. Wheeler presented to the Board the claims through March 31, 2019.

Following discussion, upon motion duly made by Director Myers, seconded by Director Galasso and, upon vote, unanimously carried, the Board approved the claims through March 31, 2019 in the amount of \$3,679.62.

Unaudited Financial Statements: Ms. Wheeler presented to the Board the unaudited financial statements for the period ending December 31, 2018.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending December 31, 2018.

2018 Application for Exemption from Audit: Ms. Wheeler presented the Application for Exemption from Audit for the year 2018.

Following review and discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board approved the Application for Exemption from Audit for 2018.

LEGAL MATTERS

First Amendment to the Operation Funding Agreement between the District and Century at Oak Street, LLC: Attorney Cortese presented to the Board a First Amendment to the Operation Funding Agreement between the District and Century at Oak Street, LLC. The Board deferred action at this time.

COVENANT ENFORCEMENT/ DESIGN REVIEW

Resolution No. 2019-03-01 Adopting the Design and Landscape Guidelines of Indy Oak TOD: The Board deferred action at this time.

Resolution No. 2019-03-02 Acknowledging and Adopting the Declaration of Covenant and Restrictions of Indy Oak TOD: The Board deferred action at this time.

RECORD OF PROCEEDINGS

Resolution No. 2019-03-03 Adopting the Policies and Procedures Governing the Enforcement of the Protective Covenants of Indy Oak TOD: The Board deferred action at this time.

CONSTRUCTION MATTERS

2019 Development/Construction Outlook: Director Mulqueen updated the Board on the 2019 Development/Construction Outlook. He noted that Eighty-One (81) homes are to be built and sixty (60) homes are estimated to close by year-end.

Proposal for Cost Verification Services: The Board reviewed three proposals for Cost Verification Services.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board approved a proposal from Schedio Group LLC for Cost Verification Services.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Myers, seconded by Director Mulqueen and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

Indy Oak Tod Metropolitan District
Financial Statements

June 30, 2019

ACCOUNTANT'S COMPILATION REPORT

Board of Directors

Indy Oak Tod Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Indy Oak Tod Metropolitan District, as of and for the period ended June 30, 2019, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Indy Oak Tod Metropolitan District because we performed certain accounting services that impaired our independence.

Simmons & Wheeler, P.C.

August 27, 2019
Englewood, Colorado

Indy Oak Tod Metropolitan District
Balance Sheet - Governmental Funds and Account Groups
June 30, 2019

See Accountant's Compilation Report

	General <u>Fund</u>	Capital Projects <u>Fund</u>	Debt <u>Fund</u>	Account <u>Groups</u>	Total <u>All Funds</u>
Assets					
Current assets					
Cash in checking	\$ 69,849	\$ -	\$ 40,480	\$ -	\$ 110,329
Taxes Receivable	2,337	-	2,305	-	4,642
Accounts receivable - developer	-	-	-	-	-
	<u>72,186</u>	<u>-</u>	<u>42,785</u>	<u>-</u>	<u>114,971</u>
Other assets					
Improvements	-	-	-	-	-
Amount available in debt service fund	-	-	-	-	-
Amount to be provided for retirement of debt	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>\$ 72,186</u>	<u>\$ -</u>	<u>\$ 42,785</u>	<u>\$ -</u>	<u>\$ 114,971</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 19,419	\$ -	\$ -	\$ -	\$ 19,419
Due to/from accounts	-	-	-	-	-
	<u>19,419</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,419</u>
Note Payable - Developer	-	-	-	-	-
Note Payable - Developer interest	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>19,419</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,419</u>
Fund Equity					
Investment in improvements	-	-	-	-	-
Fund balance (deficit)	<u>52,767</u>	<u>-</u>	<u>42,785</u>	<u>-</u>	<u>95,552</u>
	<u>52,767</u>	<u>-</u>	<u>42,785</u>	<u>-</u>	<u>95,552</u>
	<u>\$ 72,186</u>	<u>\$ -</u>	<u>\$ 42,785</u>	<u>\$ -</u>	<u>\$ 114,971</u>

Indy Oak Tod Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2019
General Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 42,265	\$ 42,265	\$ -
Specific ownership taxes	3,381	1,715	(1,666)
Developer advance	40,000	-	(40,000)
Reimbursements	-	-	-
Fees	38,400	12,757	(25,643)
Miscellaneous Income	-	-	-
Interest income	-	-	-
	<u>124,046</u>	<u>56,737</u>	<u>(67,309)</u>
Expenditures			
Accounting/Audit	4,500	1,640	2,860
Insurance/SDA Dues	3,500	-	3,500
Legal	14,000	7,998	6,002
Election	-	-	-
Management	7,500	16,292	(8,792)
Covenant Control	2,500	-	2,500
Miscellaneous	500	-	500
Common area lights	2,500	-	2,500
Exterminating	2,500	-	2,500
Landscape Contract	9,000	-	9,000
Grounds Contract Extras	3,500	-	3,500
Sprinkler Repairs	2,000	-	2,000
Snow Removal	11,000	-	11,000
Street/sidewalk Repairs	5,000	-	5,000
Street Sweeping	850	-	850
Signage	500	-	500
Perimeter Walls/Fence	2,500	-	2,500
Pet Waste Pickup	1,000	-	1,000
Detention Pond Maintenance	2,500	-	2,500
Gas & Electric	3,500	-	3,500
Irrigation Water & Sewer	7,500	-	7,500
Domestic Water & Sewer	31,200	38	31,162
Trash Removal	7,200	991	6,209
Treasurer's Fees	634	634	-
Contingency	11,984	-	11,984
Emergency Reserve	3,762	-	3,762
	<u>141,130</u>	<u>27,593</u>	<u>113,537</u>
Excess (deficiency) of revenues over expenditures	(17,084)	29,144	46,228
Fund balance - beginning	<u>17,084</u>	<u>23,623</u>	<u>6,539</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>52,767</u></u>	\$ <u><u>52,767</u></u>

Indy Oak Tod Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2019
Capital Fund

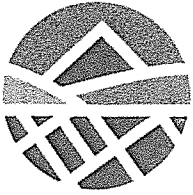
See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenues			
Developer advance	\$ 2,000,000	\$ -	\$ (2,000,000)
Bond Issue	3,500,000	-	(3,500,000)
Interest income	-	-	-
Bond Proceeds	-	-	-
Bond Proceeds subordinate	-	-	-
	<u>5,500,000</u>	<u>-</u>	<u>(5,500,000)</u>
Expenditures			
Capital Improvements	2,000,000	-	2,000,000
Bond Issuance Costs	140,000	-	140,000
Transfer to Debt Service	735,000	-	735,000
Accounting	-	-	-
Legal	-	-	-
	<u>2,875,000</u>	<u>-</u>	<u>2,875,000</u>
Excess (deficiency) of revenues over expenditures	2,625,000	-	(2,625,000)
Fund balance - beginning	-	-	-
Fund balance - ending	\$ <u><u>2,625,000</u></u>	\$ <u><u>-</u></u>	\$ <u><u>(2,625,000)</u></u>

Indy Oak Tod Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2019
Debt Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 41,719	\$ 41,719	\$ -
Specific ownership taxes	3,338	1,692	(1,646)
Transfer from Capital Projects	735,000	-	(735,000)
Interest income	-	-	-
	<u>780,057</u>	<u>43,411</u>	<u>(736,646)</u>
Expenditures			
Bond Principal	-	-	-
Bond Interest	245,000	-	245,000
Treasurer's Fees	626	626	-
Miscellaneous	-	-	-
Transfer other mill levies	-	-	-
	<u>245,626</u>	<u>626</u>	<u>245,000</u>
Excess (deficiency) of revenues over expenditures	534,431	42,785	(491,646)
Fund balance - beginning	-	-	-
Fund balance - ending	\$ <u><u>534,431</u></u>	\$ <u><u>42,785</u></u>	\$ <u><u>(491,646)</u></u>



Scot Kersgaard

Assessor

August 23, 2019

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

INDY OAK TOD METRO
SPECIAL DISTRICT MANAGEMENT, LISA A
JOHNSON
141 UNION BLVD 150
LAKEWOOD CO 80228

Code # 4437

CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2019 of:

\$2,369,065

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

Scot Kersgaard
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity

☒ YES ☐ NO

Date: August 23, 2019

NAME OF TAX ENTITY: INDY OAK TOD METRO

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2019:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. \$	754,730
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$	2,369,065
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	2,369,065
5. NEW CONSTRUCTION: *	5. \$	403,898
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	0
7. ANNEXATIONS/INCLUSIONS:	7. \$	954,448
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ϕ	9. \$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11. \$	0

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

ϕ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2019:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	13,715,946
ADDITIONS TO TAXABLE REAL PROPERTY		
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2. \$	5,648,904
3. ANNEXATIONS/INCLUSIONS:	3. \$	3,291,200
4. INCREASED MINING PRODUCTION: §	4. \$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7. \$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	0
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1. \$	13,735,191
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NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

FIRST AMENDMENT TO OPERATION FUNDING AGREEMENT

This **FIRST AMENDMENT TO OPERATION FUNDING AGREEMENT** (“**Amendment**”) is made and entered into this 30th day of October, 2018, by and between **INDY OAK TOD METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **CENTURY AT OAK STREET, LLC**, a Colorado limited liability company (the “**Developer**”) (individually, each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The District and the Developer entered into that certain Operation Funding Agreement, dated December 14, 2017 and effective as of November 28, 2017, (the “**Agreement**”), whereby the Developer agreed to advance funds to the District for operations and maintenance expenses.

B. Pursuant to the Agreement, the obligation of the Developer to fund the Shortfall Amount expires upon advance to the District of amounts necessary to pay expenses incurred in 2017 and 2018 not to exceed the Shortfall Amount.

C. The District anticipates that it will not have sufficient revenues to make payment of its operations and maintenance expenses through fiscal years 2017, 2018 and 2019.

D. The District and the Developer desire to amend the provisions of the Agreement, pertaining to the term of the Agreement and Shortfall Amount.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. All terms which are not defined herein shall have the same meaning as set forth in the Agreement.

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

“1. Acknowledgement of Anticipated Shortfalls. The District anticipates a shortfall in revenues available for operations and maintenance expenses to be incurred for fiscal years 2017 through 2019 in an aggregate amount of Ninety Thousand Dollars (\$90,000) (the “**Shortfall Amount**”).”

3. Amendment to Section 8 of the Agreement. Section 8 of the Agreement is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

8. Term/Repose. The term of this Agreement shall commence on the date hereof and shall expire on March 15, 2020, unless

terminated earlier by the mutual agreement of the Parties. Any obligation of Developer to advance funds will expire upon advance to the District of amounts necessary to pay expenses incurred in 2017, 2018 and 2019 not to exceed the Shortfall Amount. Any obligation of District to reimburse Developer shall expire on December 31, 2059. In the event the District has not reimbursed the Developer for any Developer Advance(s) made pursuant to this Agreement on or before December 31, 2059, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

4. All references in the Agreement, to the phrase “fiscal years 2017 and 2018” shall be deleted in their entirety and substituted in lieu thereof shall be the phrase “fiscal years 2017 through 2019”.

5. Except as expressly set forth in this Amendment, all provisions of the Agreement remain unchanged and in full force and effect, valid and binding on the parties thereto.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO AMENDMENT TO OPERATION FUNDING AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first set forth above.

**INDY OAK TOD METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

CENTURY AT OAK STREET, LLC, a
Colorado limited liability company

By: _____
Title: _____

SERVICE AGREEMENT FOR COST VERIFICATION SERVICES

THIS **SERVICE AGREEMENT FOR COST VERIFICATION SERVICES** (“**Agreement**”) is entered into and effective as of the 14th day of March, 2019, by and between **INDY OAK TOD METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **SCHEDIO GROUP LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s consultants to

assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable

commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit B attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit D ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit B, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no

way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 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.

5.4 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.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Jefferson, Colorado.

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

5.7 Parties Interested Herein. 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 Consultant 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 Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-

confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Indy Oak TOD Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: ljohnson@sdmsi.com
Attn: Lisa Johnson

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: ecortese@specialdistrictlaw.com
Attn: Elisabeth A. Cortese

To Consultant: Schedio Group LLC
808 9th Street
Greeley, CO 80631
Phone: (303) 968-7677
Email: tim.mccarthy@schediogroup.com
Attn: Timothy McCarthy, P.E.

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts,

instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

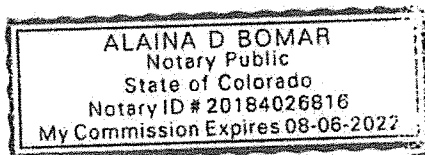
5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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



Consultant:

SCHEDIO GROUP LLC

By: _____

Its: _____

MANAGER

STATE OF COLORADO)

) ss.

COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Timothy McCarthy, as Manager of Schedio Group LLC.

Witness my hand and official seal.

My commission expires: 08/06/2022

Alaina D Bomar
Notary Public

District:

INDY OAK TOD METROPOLITAN DISTRICT

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Eric Dome, as President of Indy Oak TOD Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A SCOPE OF SERVICES

TASK 1 - INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED ASSOCIATED WITH PUBLIC IMPROVEMENTS

This task includes the review and verification, to a degree deemed appropriate by Consultant, of soft, indirect and hard costs incurred to date associated with design and construction of Public Improvements. Consultant will prepare a professional Engineer's Report and Verification Letter which will include, as a minimum, the following sections:

- Title Page
- Table of Contents
- Summary of Findings
- Methodology and Findings
 - Verification of Quantities
 - Verification of Costs
 - Verification of Payments
 - Verification of Construction
- Special Circumstances
- Documents Reviewed
- Engineer's Verification Letter

Deliverables:

- 1 Draft Engineer's Report and Verification for Review and Comments
- 1 Final Engineer's Report and Verification (*signed and sealed by Professional Engineer # 0044349*)

TASK 2 - ON CALL SERVICES

On Call Services will be performed as directed by the District.

**EXHIBIT B
COMPENSATION**

2019 CHARGE RATES SCHEDULE

Hourly Rates	
Professional Engineer	\$ 150.00
Staff Engineer	\$ 120.00
Administrative	\$ 95.00
Expert Witness	\$ 275.00 (Preparation) \$ 350.00 (Deposition and Testimony)
Reimbursable Expenses	
Reimbursable Expenses may include but are not limited to:	
Mileage	@ \$ 0.75 per mile
Reproduction	@ cost + 15%
Subcontractors / Subconsultants	@ cost + 15%

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$	Original Term: Expires , 20
Increase of this Change Order: \$	New Term: Expires , 20
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders:

APPROVED:	APPROVED:
By:	By:
District	Consultant



MEMORANDUM

To: Special District Board of Directors

From: McGeady Becher

Date: August 30, 2019

Re: Legislative Changes to Public Meeting Notice Requirements

Introduction

The Colorado legislature recently passed House Bill 19-1087 ("HB 19-1087") which changes public meeting notice requirements of local public bodies, including counties, municipalities and special districts. The intent of the legislation is for local governments to transition from posting notices of public meetings in physical locations to posting notices online at the local government's website, social media account or other official online presence of the local government.

Historically, under Colorado's Open Meetings Law, a local government has been required to post notices of public meetings at a designated public place within the boundaries of the local government. In addition, Title 32 has required special districts to post notices of regular and special meetings at three designated public places within the boundaries of the district and at the office of the local county clerk and recorder. Title 32 has also required that the notices for special board meetings be posted at least 72 hours prior to the meeting.

New Public Meeting Notice Requirements pursuant to HB 19-1087

With the passage of HB 19-1087, effective as of August 2, 2019, special districts may satisfy the public notice requirements of the Open Meetings Law and Title 32 by posting notices of regular and special meetings, with specific agenda information if available, on a public website of the special district at least 24 hours in advance of the meeting. If a district is unable to post a notice on a public website (for example, if a district is in the process of establishing its website), the district shall continue to post its meeting notices in a physical location within the boundaries of the district. Posting in one physical location within the district will satisfy the public notice requirements; districts no longer have to post in three locations. In addition, districts no longer have to post special board meeting notices 72 hours in advance; posting

notices at least 24 hours prior to the meeting is sufficient. Also, districts will no longer have to post notices at the county clerk and recorder's office.

The online notices must be posted on a public website of the local government. The notices must be accessible to the public at no charge. To the extent feasible, the local government shall make the notices searchable by type of meeting, date of meeting, time of meeting and agenda contents, and shall consider linking the notices to any appropriate social media accounts of the local government.

Establishing a District Website

The legislature recognizes that a number of factors may affect a local government's ability to easily establish a website and post meeting notices online, including the availability of reliable broadband, the lack of cellular telephone and other data services, and fiscal or staffing constraints of local governments. Accordingly, the legislature encourages local governments to avail themselves of existing public resources for creating a website and receiving content management assistance from the Colorado Statewide Internet Portal Authority ("SIPA") or other statewide associations representing local government entities. The SIPA website is at www.colorado.gov/sipa.

A question has arisen as to whether posting public meeting notices on the website of a district management company will satisfy the public notice requirement. Posting meeting notices on the website of a district management company will most likely not satisfy the posting requirements of Colorado's Open Meetings Law, as amended by HB 19-1087. The legislation specifies that a local public body will be deemed to have given full and timely notice when the meeting notice is posted *on a public website of the local public body* (emphasis added). This language is repeated several times throughout the bill. When read in concert with the provision of HB 19-1087 encouraging local governments to avail themselves of free public resources such as SIPA when creating their websites, it is reasonable to conclude that the legislature intends a local government to post meeting notices on its own public website in order to satisfy public notice requirements.

Designate a Physical Posting Location as a Back-Up

A local government, at its discretion, may post a physical notice within its boundaries in addition to posting the online notice but is not required to do so. In the event that the local government is unable to post the notice online due to exigent or emergency circumstances such as a power outage or an interruption in internet service that would prevent the public from accessing the notice online, it must designate a public place within its boundaries at which it may post a physical notice at least 24 hours before a meeting.

Recommended Action

The legislature will be closely monitoring the transition to providing notices of public meetings online over the next two years and, if significant progress is not made, it will enact

legislation mandating the online posting, except in very narrow circumstances that are beyond the control of a local government.

In light of the passage of HB 19-1087, which will be codified as Section 24-6-402(2)(c)(I)-(IV), C.R.S. and will amend Section 32-1-903(2), C.R.S., we recommend our special district clients do the following:

1. Establish a district website if such website does not already exist.

a. Should a district need assistance in creating its website or receiving content management assistance, it is encouraged to avail itself of existing public resources such as SIPA at www.colorado.gov/sipa.

2. Beginning August 2, 2019, post regular and special meeting notices and the meeting agenda on the district website at least 24 hours prior to the meeting.

a. To the extent feasible, the notices shall be searchable by type of meeting, date of meeting, time of meeting and agenda contents and shall be linked to any appropriate social media accounts of the district;

b. Although HB 19-1087 requires posting of specific agenda information *if available* (emphasis added), our special district clients should continue to post the meeting agenda 24 hours prior to meetings because of conflicts requirements.

c. Note: the requirement to file conflict disclosures with the Secretary of State at least 72 hours prior to a regular and special meeting pursuant to Section 32-1-902(3)(b) is not affected by HB 19-1087 and remains the same.

3. Designate a physical posting location within the district's boundaries, should the district be unable to post the meeting notice online at least 24 hours prior to the meeting because the district has not yet established the district website or due to exigent or emergency circumstances.

4. Provide the address of the district's website to the Colorado Department of Local Affairs.

5. Approve a resolution to establish a district website and designate location for 24-hour posting.

Please contact McGeady Becher P.C. with any questions related to HB 19-1087 or this Memorandum.

RESOLUTION NO. 2019-09-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDY OAK TOD
METROPOLITAN DISTRICT ESTABLISHING DISTRICT WEBSITE AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings ("**Notice of Meeting**") will be physically posted at least 24 hours prior to each meeting ("**Designated Public Place**").

B. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., effective as of August 2, 2019, special districts are relieved of the requirement to physically post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district ("**District Website**") at least 24 hours prior to each regular and special meeting.

C. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Effective as of August 2, 2019, Section 32-1-903(2), C.R.S., has been amended to remove the requirement for additional postings at three public places within the boundaries of the special district and the office of the county clerk and recorder and the requirement for 72-hour notices for special meetings.

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

1. That the Board of Directors (the "**District Board**") authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of regular and special meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

2. That the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S., effective August 2, 2019.

3. That if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(III), C.R.S., at the following Designated Public Place:

(a) _____

RESOLUTION APPROVED AND ADOPTED on September 12, 2019.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

**FIRST AMENDMENT TO RESOLUTION NO. 2018-10-01,
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES**

A. On October 30, 2019, Indy Oak TOD Metropolitan District (the “**District**”) adopted Resolution No. 2018-10-01 Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices (the “**Resolution**”); and

B. The District desires to amend the Resolution due to Colorado legislative changes (the “**First Amendment**”).

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 Recital C of Resolution. Recital C of the Resolution is hereby deleted in its entirety.

3. Amendment to Section 7 of Resolution. Section 7 of the Resolution is hereby deleted in its entirety.

4. Amendment to Section 8 of Resolution. Section 8 of the Resolution is hereby deleted in its entirety.

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

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION NO. 2018-10-01,
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES]**

RESOLUTION APPROVED AND ADOPTED ON September 12, 2019.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

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

Adopted by the Board of Directors on July 26, 2019

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1 INTRODUCTION

1.1 Basis for Design Guidelines and Rules and Regulations

These Design Guidelines and Rules and Regulations (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 (“Covenants”), recorded at Reception No. 2018073655 the Oak Street Townhomes (“District”) is authorized to adopt rules and regulations for the Community.

1.2 Definitions

All capitalized words and phrases used in these Guidelines shall have the meaning provided in the Declaration 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	FAX	E-MAIL
Peggy Ripko Special District Management Services	(303) 987-0835	(303) 987-2032	pripko@sdmsi.com

1.6 Effect of Declaration

The Declaration governs the Community. Each Owner should review and become familiar with the Declaration. Nothing in these Guidelines supersedes or alters the provisions or requirements of the Declaration and, if there is any conflict or inconsistency, the Declaration 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 Lakewood ("City") for further information and requirements for Improvements they wish to make.

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

1.8 Interference with Utilities

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

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

1.9 Goal of Guidelines

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

2 PROCEDURES FOR ARC APPROVAL

2.1 General

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

Guidelines and the Declaration, the terms of Article 2 in the Declaration 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 if the Guidelines with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, a specific type of Improvement is not permitted under any circumstances. In all other cases, including Improvements not included in Section 3, advance, or prior written approval by the ARC is required before an Improvement to property is commenced.

2.2 Drawings or Plans

Owners are required to submit to the ARC a completed Architectural Review Request Form ("ARR"), which forms are available from the person or entity listed in Section 1.5, and complete plans and specifications, in duplicate, (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 drawings or plans:

- A. The drawing or plan should be done to scale and shall depict the property lines of your Lot and the outside boundary lines of the home as located on the Lot. If you have a copy of an improvement survey of your Lot obtained when you purchased it, this survey would be an excellent base from which to start.
- B. Existing Improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. The proposed Improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed Improvement, including the materials to be used and the colors. For Example: Redwood deck, ten (10) feet by twelve (12) feet with two inch by four inch (2"x4") decking and natural stain.
- C. The plan or drawing and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Lot, and the e-mail address and telephone number where the Owner can be reached.
- D. The proposed Improvements must take into consideration the easements, building location restrictions and sight distance limitations at intersections.
- E. Owners should be aware that many Improvements require a permit from the County, the City or other governmental entity. The ARC reserves the right to require a copy of such permit as a condition of its approval.

- F. In some instances, elevation drawings of the proposed Improvement will be required. The elevation drawings should indicate materials.
- G. Photographs of existing conditions and of proposed materials and colors are encouraged to be included, and are helpful to convey the intended design, but should not be used solely to describe the proposed changes.

2.3 Submission of Drawings and Plans

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

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

2.4 Action by ARC

The ARC review 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, a request for architectural approval within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, such request is deemed approved by the ARC.

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 Declaration (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.

2.7 Inspection of Work

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

2.8 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 hereof, then the ARC shall notify the District, and the District shall then notify the applicant in writing of the non-compliance (the "Notice of Non-Compliance"). The Notice of Non-Compliance shall specify the particulars of the non-compliance.

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

2.10 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.

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 the Section 1.5 of these Guidelines.

3 SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS

3.1 General

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

3.1.1 Variances

Approval of any proposed plans by the granting of a variance from compliance with any of the provisions of these Guidelines is at the sole discretion of the ARC when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require, as outlined in the Covenants.

3.1.2 No Unsightliness

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

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 to 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 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 approved.

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 which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna

which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section. Installation of Permitted Antennas shall not require the approval of the ARC.

- A. All Permitted Antennas shall be installed with emphasis on being as unobtrusive as possible to the Community. To the extent that reception is not substantially degraded or costs unreasonably increased, all Permitted Antennas shall be screened from view from any street and nearby 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 Lot allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.
- C. Permitted Antennas shall not encroach upon common areas or any other Owner's property.

3.6.2 Installation of Antennae/Satellite Dishes

- A. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.
- B. All Permitted Antennas shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal.
- C. Owners are responsible for all costs associated with the Permitted Antenna, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the Permitted Antenna.
- D. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Permitted Antennas, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.

E. All other antennas, not addressed above, are prohibited.

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 Section 3.34, 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

Approval will not be granted.

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 Metropolitan District. Fixed clotheslines and hangers are not permitted.

3.15 Cloth or Canvas Overhangs

See Section 3.34, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.16 Decks

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

3.17 Dog Houses

Dog houses will not be approved.

3.18 Dog Runs

Dog runs will not be approved.

3.19 Doors

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

- A. Storm Doors. Approval is not required for storm doors as long as the door is complimentary 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 Section 3.4, Air Conditioning Equipment.

3.23 Exterior Lighting

See Section 3.31, Lights and Lighting.

3.24 Fire Pits

Fire pits are not permitted.

3.25 Flags/Flagpoles

Approval is required for any freestanding flagpole; no pole can be placed in any areas owned or maintained by the Metropolitan 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 in order to prevent wear and tear.
- D. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring 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.

3.26 Grading and Grade Changes

See Section 3.20, Drainage.

3.27 Hanging of Clothes

See Section 3.14, Clothes Lines and Hangers.

3.28 Hot Tubs and Jacuzzis

Hot tubs and Jacuzzis are not permitted.

3.29 Kennels

Approval will not be granted.

3.30 Landscaping

All landscaping is maintained by the Metropolitan District. Any alterations to landscaping will be removed at Owner's expense.

3.31 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 motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.).

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

3.32 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.

3.33 Ornaments/Art

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

3.34 Overhangs/Sunshades/Awnings- Cloth or Canvas

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

3.35 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.

3.36 Patios

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

3.37 Pipes

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

3.38 Poles

See Section 3.25, Flags/Flagpoles.

3.39 Pools

Wading/temporary pools are not permitted in any areas owned or maintained by the Metropolitan District.

See Section 3.28, Hot Tubs and Jacuzzis.

3.40 Radio Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.41 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 exist on the building.

3.42 Satellite Dishes

See Section 3.6, Antennae/Satellite Dishes.

3.43 Saunas

Not permitted.

3.44 Screen Doors

See Section 3.19, Doors.

3.45 Seasonal Decorations

Approval is not required if installed on a lot within forty-five (45) days of a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday.

See Section 3.31, Lights and Lighting.

3.46 Security Devices.

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

3.47 Shutters - Exterior

Approval is required is required for 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).

3.48 Siding

Approval is required.

3.49 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.

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

3.50 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.

3.51 Sunshades

See Section 3.34, Overhangs/Awnings – Cloth or Canvas

3.52 Swamp Coolers

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

3.53 Television Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.54 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.

3.55 Vanes

See Section 3.57, Weather Vanes and Directionals.

3.56 Vents

Vents installed in the roof must be approved prior to installation.

3.57 Weather Vanes and Directionals

Approval is required.

3.58 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.

3.59 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.

3.60 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 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: _____ 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

RESOLUTION NO. 2019-09-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT ADOPTING THE 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 County of Jefferson, Colorado.
2. The District operates pursuant to its Service Plan approved by the City Council of the City of Lakewood, Colorado 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**”) has caused to be recorded the Covenants and Restrictions of Oak Street Townhomes, recorded on August 10, 2018, at Reception No. 2018073655 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 desires to provide for the orderly and efficient enforcement of the Covenants by adopting rules and regulations.

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 Design Guidelines and Rules and Regulations of Oak Street Townhomes as described in Exhibit A, attached hereto and incorporated herein by this reference (“**Rules and Regulations**”).

2. The Board of Directors declares that the Rules and Regulations are effective as of July 26, 2019.

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. 2019-09-02]

APPROVED AND ADOPTED this 12th day of September, 2019.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary or Assistant Secretary

EXHIBIT A

Design Guidelines and Rules And Regulations of Oak Street Townhomes