

**HOME PLACE METROPOLITAN DISTRICT  
(The “District”)**

**2021 ANNUAL REPORT**

Pursuant to the Service Plan for Home Place Metropolitan District, (the “District”), the District is required to provide an annual report with the City of Thornton (the “City”) with regard to the following matters:

- 1. Boundary changes made or proposed to the District’s boundaries as of December 31 of the prior year.**

There were no changes or proposed changes to the boundaries of the District in 2021.

- 2. Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.**

No intergovernmental agreements were entered into during 2021.

- 3. Copies of the District’s rules and regulations, if any, as of December 31 of the prior year.**

The District has attached the adopted Rules and Regulation and all associated Resolutions as **Exhibit A**.

- 4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.**

To the best of our knowledge, there is no litigation involving the District’s Public Improvements as of December 31, 2021.

- 5. Status of the District’s construction of the Public Improvements as of December 31 of the prior year.**

The District did not construct any Public Improvements as of December 31 of the prior year.

- 6. A list of all facilities and improvements constructed by the District that has been dedicated to and accepted by the City as of December 31 of the prior year.**

The District did not construct any facilities or improvements as of December 31 of the prior year.

- 7. The assessed valuation of the District for the current year.**

The current assessed valuation of the District is attached hereto as **Exhibit B**.

8. **Current year budget including a description of the Public Improvements to be constructed in such year.**

A copy of the 2022 budget for the District is attached as **Exhibit C**.

9. **Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.**

The 2021 Audit is in process and will be provided once complete.

10. **Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.**

The District is not aware of any uncured events of default by the District.

11. **Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.**

The District is not aware of any inability to pay its obligations as they become due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

**EXHIBIT A**  
(2021 Rules and Regulations)

**RESIDENTIAL IMPROVEMENT GUIDELINES AND SITE  
RESTRICTIONS  
FOR  
ARRAS PARK**

AS OF FEBRUARY 23, 2021

## TABLE OF CONTENTS

1	INTRODUCTION.....	1
1.1	Basis for Guidelines.....	1
1.2	Contents of Guidelines.....	1
1.3	Architectural Review Committee or Representative.....	1
1.4	ARC Contact Information.....	2
1.5	Effect of Covenants .....	2
1.6	Effect of Governmental and Other Regulations.....	2
1.7	Interference with Utilities .....	2
1.8	Goal of Guidelines .....	3
1.9	Enforcement of the Declaration and Design Guidelines .....	3
2	PROCEDURES FOR DESIGN REVIEW APPROVAL .....	4
2.1	General.....	4
2.2	Drawings or Plans .....	4
2.3	Submission of Drawings and Plans.....	5
2.4	Action by the ARC .....	5
2.5	Revisions and Additions to Approved Plans.....	6
2.6	Completion of Work .....	6
2.7	Inspection of Work .....	6
2.8	Notice of Non-Compliance .....	6
2.9	Amendment .....	7
2.10	Questions .....	7
3	SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS .....	8
3.1	General.....	8
3.2	Variances .....	8
3.3	Waivers; No Precedent .....	8
3.4	Liability .....	8
3.5	Accessory Buildings .....	8
3.6	Additions and Expansions .....	9
3.7	Address Numbers.....	9
3.8	Air Conditioning Equipment .....	10
3.9	Antennae/Satellite Dishes .....	10
3.10	Awnings/Overhangs .....	11
3.11	Barbecue/Gas Grills.....	11
3.12	Basketball Backboards.....	11
3.13	Carpports .....	12
3.14	Clothes Lines and Hangers .....	12

3.15	Decks .....	12
3.16	Dog Houses.....	13
3.17	Dog Runs .....	13
3.18	Doors .....	13
3.19	Drainage.....	14
3.20	Driveways .....	14
3.21	Fences .....	14
3.22	Fire Pits.....	16
3.23	Flags/Flagpoles .....	16
3.24	Gardens – Flower or Vegetable .....	16
3.25	Gazebos .....	16
3.26	Greenhouses.....	16
3.27	Hot Tubs and Jacuzzis .....	16
3.28	Irrigation Systems .....	17
3.29	Landscaping.....	17
3.30	Latticework, Trellis, Arbors and Pergolas .....	18
3.31	Lights and Lighting.....	18
3.32	Painting.....	19
3.33	Patio Covers.....	20
3.34	Patios .....	21
3.35	Paving .....	21
3.36	Pipes .....	21
3.37	Play Structures and Sports Equipment.....	21
3.38	Playhouses .....	21
3.39	Ponds and Water Features.....	22
3.40	Pools .....	22
3.41	Radon Mitigation Systems.....	22
3.42	Retaining Walls .....	22
3.43	Roofing Materials .....	23
3.44	Rooftop Equipment.....	23
3.45	Seasonal Decorations .....	23
3.46	Siding.....	23
3.47	Signs .....	23
3.48	Skylights .....	24
3.49	Solar Energy Devices .....	24
3.50	Statues, Yard Art or Fountains .....	24
3.51	Temporary Structures .....	25

3.52	Trash Enclosures.....	25
3.53	Utility Equipment .....	25
3.54	Window Replacement.....	25
3.55	Window Tinting, Security Bars, Well Covers, etc.....	25

# **1 INTRODUCTION**

## **1.1 Basis for Guidelines**

These Residential Improvement Guidelines and Site Restrictions (the “Guidelines”) are intended to assist Owners in the Arras Park community (the “Community”) in implementing landscaping and other Improvements to their property. The Declaration of Covenants, Conditions and Restrictions of Arras Park (the “Declaration”) requires prior approval from the Architectural Review Committee (the “ARC”), before any Improvement is made to upon any Lot. Note that, per the Declaration, “Improvement” is defined as all improvements, structures, buildings, and any and all landscaping, features, buildings, outbuildings, geothermal systems, solar systems, hot tubs, satellite dishes, patios, patio covers, awnings, solar collectors, painting or other finish material on any visible structure, walkways, sprinkler systems, garages, roads, driveways, parking areas, fences, gates, basketball backboards and hoops, swing sets or other play structures, screening walls, retaining walls, stairs, decks, fixtures, outdoor sculptures or artwork, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment. In order to assist Owners, these Guidelines establish certain pre-approved designs for several types of Improvements and exempt certain Improvements from the requirement for approval.

The Community is or will be partially comprised of Lots improved with detached single family homes, some with alley loaded garages in the rear and little or no rear yard areas, and some with front-loaded garages and larger rear yard areas (“SF Lots”). Also, there are or will be Lots within the Community developed with attached homes, but which do not have side yard areas (“Townhome Lots”). Because of the differing size, yard area and character between the SF Lots and the Townhome Lots, there may be different guidelines or standards for each, and the same will be specifically set forth in these Guidelines. Unless otherwise stated or differentiated, the following Guidelines shall apply to both SF Lots and Townhome Lots, and any references to a Lot or Lots shall include both SF Lots and Townhome Lots.

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

## **1.2 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); (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).

## **1.3 Architectural Review Committee or Representative**

The ARC consists of persons, representatives or a committee appointed to review



requests for approval of architectural or site changes.

Per the Declaration, the Declarant is entitled to appoint the ARC until such time as the Declarant no longer owns any Property subject to the Declaration. After such time, the authority to appoint the ARC goes to the governing board of Home Place Metropolitan District (the "District").

#### 1.4 ARC Contact Information

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

COMPANY NAME AND ADDRESS	PHONE	CONTACT	E-MAIL ADDRESS
Advance HOA Management	303-482-2213	Judy Smeltzer	<a href="mailto:judy@advancehoa.com">judy@advancehoa.com</a>

#### 1.5 Effect of Covenants

The Declaration governs the property within 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.

#### 1.6 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 the City of Thornton for further information and requirements for any Improvement they wish to undertake.

**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. IT IS THE OWNER'S RESPONSIBILITY TO REVIEW ANY APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS TO ENSURE COMPLIANCE THEREWITH AND TO OBTAIN ANY NECESSARY PERMITS OR APPROVALS.**

#### 1.7 Interference with Utilities

In undertaking any Improvement, 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. In the event any utility company must perform work on any of their facilities located within a utility easement located on a Lot, neither the ARC nor the District shall be liable for any damage caused by such utility company's work to any Improvements installed by an Owner within such utility easement on the Owner's Lot. All underground utility lines and easements can be located by contacting:

**Utility Notification Center of Colorado  
Dial 811 before you dig**

### **1.8 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 any proposed Improvement meets or exceeds 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.

### **1.9 Enforcement of the Declaration and Design Guidelines**

The District shall have responsibility for the enforcement of the architectural requirements of the Declaration and these Guidelines, as more fully provided in the Declaration. The District will investigate written complaints concerning violations of the requirements/prohibitions of the Declaration or these Guidelines, if such complaints are signed and dated by the person making the complaint. The District shall use all reasonable means to maintain the anonymity of complainants. If a violation is found as a result of a complaint or through its own inspections, the ARC shall notify the Owner whose property is in violation, in writing, requesting that appropriate action be taken to achieve compliance. If compliance is not achieved, the District may take enforcement action (including assessing fines, fees, and penalties) in accordance with the Declaration and the District's compliance and fee policy then in effect. Specific duties and powers of the ARC and the District are more fully set forth in the Declaration.

## **2 PROCEDURES FOR DESIGN REVIEW APPROVAL**

### **2.1 General**

As indicated in Section 3, 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 types of Improvements not included in Section 3, advance, or prior written approval of the ARC is required before any Improvement to property is commenced.

### **2.2 Drawings or Plans**

Owners are required to submit to the ARC an Architectural Review Request Form (which can be obtained from the entity listed in Section 1.5 of these Guidelines), and complete plans and specifications (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 driveway, general plan of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required, collectively the "Plans and Specifications"), which Plans and Specifications must be approved by the ARC 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, such as room additions, structural changes or accessory building construction, detailed plans, and specifications, prepared by a licensed architect, may be required. Whether done by the Owner, or professionally, the following guidelines should be followed in preparing plans and specifications:

- A.** The drawing or plan should be done to scale and shall depict the property lines of the Lot and show the home as located on the Lot. A copy of the plot plan of the Lot obtained when it was purchased would be an excellent base from which to start.
- B.** Existing improvements, in addition to the home, should be shown on the drawing or plan and identified or labeled as existing. Such existing improvements include driveways, walks, decks, trees, shrubs, fences, etc. The proposed Improvement should be shown on the plan and labeled as proposed. 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 and size, including height. 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, and the e-mail address and telephone number where the Owner can be reached.

- D. The proposed Improvement must take into consideration the easements, building location restrictions and sight distance limitations at intersections. This information may be obtained from the City of Thornton (the “City”).
- E. Owners should be aware that many types of Improvements require a permit from the City.
- 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**

Drawing or plans (unless otherwise specified, minimum acceptable size 8.5" x 11") must be submitted to the ARC, in care of the entity listed in Section 1.5) along with a completed Architectural Review Request Form, which may be done electronically. Color photographs, brochures, paint swatches, etc. will help expedite the approval process. Specific dimensions and locations are required.

A review fee may be established for the review of Architectural Review Request Forms and Plans and Specifications by the ARC. Any such fee shall be in such amount as may be set forth on the Architectural Review Request Form from time to time. Please contact the entity specified in Section 1.5 to obtain the most current version of the Architectural Review Request Form.

If a review fee is imposed, the same shall be submitted with the Architectural Review Request Form.

The ARC may engage consultants as it deems appropriate to advise and assist it in carrying out its duties, including but not limited for the review of requests or the inspection of Improvements during or after construction to ensure compliance with any approval granted by the ARC. Any costs incurred by the ARC for the same shall be borne by the Owner. Any such costs incurred for assistance in the review of any request shall be payable prior to final approval.

### **2.4 Action by the ARC**

Upon submission of an Architectural Review Request Form to the entity listed in Section 1.5, the person designated therein shall review the submission and determine if complete Plans and Specification have been submitted. Upon such a determination, that person shall then forward the Architectural Review Request Form and the complete Plans and Specification to the ARC. The ARC will review each request for architectural or

landscape approval and approve and/or disapprove in writing each such request (which may be with conditions and/or requirements) within thirty (30) days after the ARC receives the Architectural Review Request Form and complete Plans and Specifications.

## **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. Except as otherwise provided in relation to the installation of initial landscaping on a Lot, failure to complete the proposed Improvement within six months from the date of the approval (the "Completion Deadline"), or to complete the Improvement in complete conformance with the conditions and requirements of the approval, shall constitute noncompliance; provided, however, that the ARC may grant extensions of time to individual Owners for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing; provided that 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 District, the ARC or designated representatives of either may monitor and conduct on-site inspections of any Improvement on a Lot to the extent required to determine that the Improvement thereon complies with this Declaration, these Guidelines and any applicable approvals, conditions or construction procedures issued, imposed or prescribed by the ARC. The District, the ARC or designated representatives of either may enter upon any Lot at any reasonable time for the purpose of observing the progress, status or completion of any Improvement.

## **2.8 Notice of Non-Compliance**

Any Improvement constructed, installed, modified or renovated in violation of Article 2 of the Declaration shall be deemed to be nonconforming. Upon written request from the District, the Owner of the Lot on which such Improvement is located shall, at such Owner's own cost and expense, restore the Lot a condition acceptable to the District. Should an Owner fail to do so within the time required, then the District, acting through its Board of Directors, shall have the right to enter the exterior portions of the Lot, remove the nonconforming Improvement, and restore the Lot to substantially the same condition as previously existed. All costs of any such entry, removal and restoration,

together with interest at the maximum rate then allowed by law, may be assessed against the subject Lot and collected by the District.

## **2.9 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 Declarant or the District, as applicable.

## **2.10 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 Improvement is commenced. In some cases, where it is specifically so noted, an Owner may proceed with the Improvement 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.

#### **3.2 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.

#### **3.3 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.

#### **3.4 Liability**

Neither the ARC, nor the members thereof, shall be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. Neither the ARC, nor the members thereof, shall 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 (including any side yard use easements), rights-of-way, setbacks or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same.

#### **3.5 Accessory Buildings**

Due to the size of the Townhome Lots, accessory buildings are not permitted on the Townhome Lots. Approval is required for any accessory building on a SF Lot. Approval

will be based upon, but not limited to, the following criteria:

- A. No more than one accessory building shall be permitted on any SF Lot.
- B. Accessory buildings are not permitted in the front yards.
- C. Storage sheds and accessory buildings must be aesthetically compatible and consistent with the style and character of the home and other homes in the same general area of the Community. Storage sheds and/or any accessory buildings shall not be more than 200 square feet and no taller than 15 feet high at the peak measured from the lowest point of finished grade adjacent to the structure. The roof pitch must be complementary to the existing roof on the home, unless otherwise approved by the ARC. Such storage sheds and/or accessory buildings must be permanent in nature.
- D. Exterior materials must match those on the home, unless otherwise approved by the ARC.
- E. Accessory buildings are to be screened, to the extent possible, from public streets and sidewalks, either by screening, landscaping, location or other techniques deemed sufficient by the ARC.
- F. The ARC, in reviewing and approving or denying an application for approval of a storage shed or accessory building, shall take into consideration Lot size, square footage of the home, the existing grading, fence locations, landscape screenings, etc.
- G. Any utilities serving the storage shed or accessory building shall be underground.
- H. A playhouse or play structure shall not be considered an accessory building.

### **3.6 Additions and Expansions**

Due to the size of the Townhome Lots, additions or expansions of homes constructed on Townhome Lot are not permitted. For additions or expansions of homes constructed on SF Lots, approval is required. Additions or expansions must be constructed of wood, masonite, glass, brick, stone, or other material as used in construction of the exterior of the home. The design must be the same or generally recognized as a complimentary architectural style and meet all design guidelines as may be applicable. Colors must be the same as that of the residence.

### **3.7 Address Numbers**

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



### **3.8 Air Conditioning Equipment**

Approval is required for all new installations of air conditioning equipment, including evaporative coolers (swamp coolers) and attic ventilators, installed after the initial construction. Notwithstanding, approval is not required for replacement of existing air conditioning equipment with like equipment.

No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be installed on the roof 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.

### **3.9 Antennae/Satellite Dishes**

#### **3.9.1 General**

"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) Side yard in front of wing fence, screened by and integrated into landscaping
- (5) Back rooftop
- (6) Front yard screened by and integrated into landscaping.

- B. If more than one (1) location on the 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.

### **3.9.2 Installation**

- 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.

### **3.10 Awnings/Overhangs**

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

### **3.11 Barbecue/Gas Grills**

Natural gas and propane grills and smokers are permitted on decks, patios and balconies without approval, in accordance with applicable local fire codes. Charcoal grills of any kind are not permitted on the Townhome Lots. Built-in outdoor grills/kitchens require approval.

### **3.12 Basketball Backboards**

Basketball backboards attached to the house above the garage door may be approved by the ARC after review of submitted plans by the ARC. Approval is not required for

portable basketball backboards, subject to the following limitations.

- A. Portable units cannot be placed in the public rights-of-way, streets, alleys, sidewalks or street lawns.
- B. Location must be in the driveway, at least half of the length of the driveway away from the street, or in the side or rear yard.
- C. Portable basketball backboards may be left out when not in use only if the backboard, hoop, and net are in good repair. Portable basketball backboards that are not in good repair, including the hoop and net, must be stored out of sight when not in use and may not be left out for more than 24 hours.

### **3.13 Carports**

Approval will not be granted.

### **3.14 Clothes Lines and Hangers**

Due to the size of Townhome Lots, clotheslines are not permitted on Townhome Lots. For SF Lots, clotheslines may only be placed in the rear yard. Fixed clotheslines and hangers are not permitted. Temporary drying structures will be permitted so long as such structures are used solely in the rear yard of a SF Lot and are immediately removed from sight after each use. Retractable clotheslines with permanent fixtures require approval.

### **3.15 Decks**

Due to the size of Townhome Lots, new or expanded decks not constructed as part of the original construction of the home are not permitted on Townhome Lots. Approval for any new or expanded deck on any SF Lot constructed or expanded after the initial construction of any deck by the builder of the home on the SF Lot is required. The deck must be constructed of wood or composite type decking products and approved by the ARC. The decking material must be of a color that matches or compliments one of the exterior paint colors or the masonry on the home. The deck should be located so as not to create an unreasonable level of noise for adjacent property Owners.

All deck columns shall be integrated into the architectural style/character of the home. Covered decks shall be compatible with the architectural style of the home through roof form integration, column design, and railing details. Supporting posts and columns associated with all covered decks or those more than thirty (30) inches above grade shall be a minimum eight (8) inches by eight inches unless grouped and wrapped (two or more 4"x4" posts) or enhanced with a masonry base. When possible, matching the column style present on the front of the home is preferred.

Decking that is less than thirty (30) inches above grade of the Lot may utilize a lattice skirting provided the skirting is made of redwood, cedar, stained fir, or composite wood

material, with a minimum one-half (1/2) inch thick boards and stained or painted to match the remaining portions of the deck. Construction shall not occur over easements or beyond the side plane of the home and must be set back a minimum of ten (10) feet from the rear property line. Construction of decks over a sloped area is discouraged. Deck rails should not exceed 42" in height with a maximum spacing of 4" on center.

Owners are reminded that as with wood, some types of "maintenance free" decking products may also require periodic maintenance for proper care and to retain the product's aesthetic conformity, including but not limited to, fading, warping, etc. Decks may be finished with clear semi-transparent sealer, stained to match a cedar tone, an oil-based wood finish or a similar product that matches. The deck may also be painted to match the body or trim color of the home.

### **3.16 Dog Houses**

Due to the size of Townhome Lots, dog houses are not permitted on Townhome Lots. Dog houses are also not permitted on alley-loaded SFR Lots. For front-loaded, SF Lots, approval is required. In some instances, additional plant material may be required around the dog house for screening. Dog houses must be located within the rear yard or within a side yard of the alley-loaded SF Lot, behind the wing fence.

### **3.17 Dog Runs**

Due to the size of Townhome Lots, dog houses are not permitted on Townhome Lots. Dog houses are also not permitted on alley-loaded SF Lots. For front-loaded, SF Lots, approval is required. Dog runs must be located in the rear yard or within a side yard on the front-loaded SF Lot and behind the wing fence, abutting the home and substantially screened from view by planting fast-growing or mature trees or shrubs. Dog runs will be limited to two hundred (200) square feet, unless a variance is granted by the ARC. Dog run fences should be compatible with other fencing on the Lot and in the community. Chain link fencing will not be permitted. Covers (ex: tarps, sheets, blankets, etc.) on dog runs are not allowed.

Invisible pet fencing located on or within the perimeter boundary of an Owner's site does not require approval.

### **3.18 Doors**

Approval is not required for an already existing entrance door to a home if the same building materials and colors are used. Any modification to door material, character or color requires approval from the ARC. Garage doors may not be removed and replaced with siding, windows or otherwise.

#### **3.18.1 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.

### **3.18.2 Security Doors and Windows.**

All security or security-type doors and windows must be approved prior to installation.

### **3.19 Drainage**

The Declaration prohibits alteration of the established drainage pattern. When installing your landscaping, it is very important to insure that the drainage pattern established at the time your home was constructed is maintained and that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. The ARC may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping and all drainage from downspouts off the house should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line, on the Owner's property, to allow for absorption. Adverse effects to adjacent properties, including District lands, sidewalks and streets, will not be tolerated.

### **3.20 Driveways**

Approval is required for any changes or alterations to driveways. This includes construction of a pull-off area to the side of the driveway and/or driveway extensions. 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.

### **3.21 Fences**

#### **3.21.1 General Statement**

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

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

### **3.21.2 Fence Designs**

All front, rear or side yard fences along property lines or within the boundaries of any Lot require approval of the ARC.

A. Fences (not previously installed by a Builder or the Declarant) are required to be constructed in accordance with the specifications shown in Schedule 1. Except for fences installed by the builder of the home as part of the original construction, no fencing shall be permitted on any alley-loaded Townhome Lot.

B. Double fencing of property lines is not permitted.

### **3.21.3 Maintenance/Staining**

All fences constructed on a Lot shall be maintained, repaired, and replaced by the Owner of such Lot. Regular physical and aesthetic maintenance of fencing is required. Fences shall not be painted. Fences may be sealed with clear sealant only.

### **3.21.4 Additional Fence Requirements**

A. No electric fences are permitted (other than pet containment fencing installed below grade), and all wire installed (permitted only on the inside of the fence) must comply with the specifications in Schedule 1.

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

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

### **3.21.5 Prior Approved Fencing**

To the extent that fencing has been previously approved by the ARC based on a prior version of these Guidelines or otherwise, such fencing will be required to be compliant with this section and Schedule 1 when the fence is replaced, or whenever any repair is required or made to more than twenty-five (25) percent of the existing fencing material.

### **3.21.6 Pet Fencing**

Pet fencing may include any invisible fence on or within the perimeter boundary of an

Owner's site per the above fencing standards. See Section 3.16, Dog Houses and Section 3.17, Dog Runs.

### **3.22 Fire Pits**

Due to the size of Townhome Lots, fire pits are not permitted on Townhome Lots. For SF Lots, approval is required for all permanent or built-in structures, whether gas or wood fired. Approval is not required for portable units as long as the fire pit is located at grate and is at least 15 feet from any structure. Fire pits shall only be permitted in the rear yard.

### **3.23 Flags/Flagpoles**

No ARC approval is required for flagpoles attached to a home. Freestanding flagpoles are prohibited. Any flagpoles attached to a home shall not extend higher than the roof of the home.

### **3.24 Gardens – Flower or Vegetable**

Approval is not required for flower or vegetable gardens. All flower and vegetable gardens must be weeded, cared for and maintained. Vegetable gardens are not permitted in the front yard.

### **3.25 Gazebos**

Due to the size of Townhome Lots, gazebos are not permitted on Townhome Lots. For SF Lots, approval is required. A gazebo must be an integral part of the rear yard or side yard landscape plan and must be similar in material and design to the residence. The color must be generally accepted as a complementary color to the exterior of the residence.

### **3.26 Greenhouses**

Due to the size of Townhome Lots, greenhouses are not permitted on Townhome Lots. For SF Lots, approval is required. Approval will be based upon but not limited to general aesthetics, quality and permanence of materials used. Greenhouses may only be located in the rear yard or a side yard.

### **3.27 Hot Tubs and Jacuzzis**

Due to the size of Townhome Lots, hot tubs and Jacuzzis are not permitted on Townhome Lots. For SF Lots, approval is required. Hot tubs and Jacuzzis must be an integral part of the patio, rear yard or side yard area, and be installed in such a way that it does not create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the hot tub may be required for screening. Non-vegetative screening materials should match or complement the house or deck structure

and the overall landscaping aesthetic. Prefabricated hot tub enclosures will be evaluated on a case-by-case basis and may require additional plant material screening.

### **3.28 Irrigation Systems**

Approval is not required for underground automatic irrigation systems. Such systems may require approval through the City. An underground automatic irrigation system install with the landscape is encouraged for all Lots. All irrigation systems should be designed by a landscape architect, designer or irrigation specialist to ensure water management and plant growth. The irrigation system must be designed to a 70% distribution uniformity with multi-stream rotary nozzles (conventional spray heads are NOT allowed), must meet head to head coverage, and have a rain shut-off sensor. The use of a smart irrigation controller is highly encouraged. Shrub beds must be irrigated with a line source drip and shall comply with the individual home's soil report recommendations, specifically with regard to the no-irrigation zone at the edge of the home's building foundation. Notwithstanding anything to the contrary contained in these Guidelines, any irrigation system on any Lot that is maintained by the District shall not be altered in any manner by the Owner of the Lot.

### **3.29 Landscaping**

Approval is required. The plot plan of the residence and yard must be provided at a measurable scale. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail. Soil amendment consisting of four cubic yards of Class I compost per 1,000 square feet, tilled to a depth of six inches is required for all planting areas.

The Lot landscaping should be designed to create a coherent environment which complements the overall Community. Plant material should relate to the scale and character used in the Community landscape areas and to the Lot improvements. Attention should be paid to the functional aspects of planting design. Consideration should be given to the use of plants for screening, space definition, erosion control, glare reduction, dust control, and aesthetics. The use of drought tolerant plants is highly encouraged. This means that in the landscaping of each Lot, plant materials, irrigation systems and maintenance practices should be utilized to conserve water, wherever possible. It should be noted that if Xeriscape landscaping is selected a more traditional "green" appearance can still be achieved.

Landscaping must consist of trees, shrubs, ornamental grasses, ground covers, annual and perennial flowers, turf grasses, mulches, and automatic irrigation.

An approved Plant List can be found on the City of Thornton's website:  
<https://www.thorntonco.gov/government/citydevelopment/Pages/landscape-architecture.aspx>

Please note that no Ash (Fraxinus) or Silver Maple crosses such as Autumn Blaze Maple



(Acer Freemannii) trees are allowed in the City.

### **3.29.1 Landscape Installation Schedule**

Initial landscaping of all yards shall be installed within one year after the acquisition of the Lot by the Owner from the Declarant or a Builder.

### **3.29.2 Landscape Maintenance**

- A.** In some areas of the Community, the District maintains the landscaping on the Lot and/or the area between the sidewalk and the curb of the street (the “Street/Tree Lawn Area”). In such cases, Owners are not permitted to make any alterations to the landscaping maintained by the District.
- B.** The Owner of each Lot shall maintain all landscaping on such Owner's Lot in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping. This applies to the front, back, and side yards as well as the Street/Tree Lawn Area, unless the maintenance of the Lot and/or Street/Tree Lawn Area is performed by the District.

### **3.30 Latticework, Trellis, Arbors and Pergolas**

Approval is required for any type of installation of latticework, trellis, arbor or pergola. Adequate framing is required. The inside height of a proposed latticework, arbor, trellis or pergola must not exceed nine (9) feet, six (6) inches from the lowest point of finished grade to the highest portion of the arbor, trellis or pergola. Considerations will include, but may not be limited to, height, color and material. Latticework, arbors, trellises and pergolas must be complementary to the residence and/or an integral part of the landscaping plan. Professionally prepared plans for the same are highly encouraged to expedite the approval process; otherwise a photograph or catalog picture must be provided.

### **3.31 Lights and Lighting**

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

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

Approval is required to modify or add exterior lighting, subject to the following:

- 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 along walks must be maintained in a working and attractive manner. Low-voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally vertical in their presentation.
- D.** The addition of a front yard light post will be allowed with approval and pursuant to the following:
- Exterior lights must be conservative in design and be as small in size as is reasonably practical.
  - Exterior lighting should be directed toward the ground and be of low voltage to minimize glare onto neighboring properties and the street.
  - Soft, outdoor pedestrian-oriented lighting should be used with dark colored lighting fixtures so as to be less obtrusive.
  - The light post should match or complement the architecture of the home in design, size, color, and finish along with any existing light fixtures.
  - Light posts shall be located at an appropriate distance from the right-of-way and property line to minimize glare onto neighboring properties and the street and should be integrated into the natural or architectural features of the site.
  - Light or lamp posts shall not be erected higher than 6' feet from ground level, unless approved by the ARC.
  - All lighting should not be intrusive to neighboring properties and must meet all City requirements.

Seasonal lighting and decorations do not require approval. It is required that they not be installed more than thirty (30) days prior to the holiday or seasonal event. They shall be removed within thirty (30) days following the holiday or seasonal event.

### **3.32 Painting**

Approval is required for all house painting activities.

The following guidelines are applicable to all SF Lots:

- A.** The Architectural Review Request Form must be submitted with color samples shown on a swatch of at least 2" x 2". Color samples must be mailed or delivered to the ARC. E-mailed color samples will not be considered.
- B.** The Architectural Review Request Form must also include photos showing the colors of the two homes on each side of and across the street from the home (four total).

- C. The ARC will not approve submittals without a description or photos of neighbors' paint colors.
- D. Outlining the garage door panels in a contrasting color or in a checker board design is not permitted.
- E. Most homes have multiple tone paint schemes (e.g., body color, trim color and accent color for shutters and doors). New colors submitted should preserve this multiple tone scheme, and shall be in harmony with the character of the community and the particular filing or neighborhood in which the home is located.
- F. Color selections should be submitted to the ARC in the form of manufacturer's paint chips. Please indicate which color chips are for trim, body and accent (doors and shutters) color.
- G. In general, after approval, only those areas that are painted may be repainted and only those areas that are stained may be re-stained; unpainted and unstained areas (such as brick or stone) shall remain unpainted and unstained.

The following additional guidelines are applicable to all Townhome Lots:

Because the individual homes on the Townhome Lots are attached via party walls (each building containing such attached homes shall be referred to herein as a "Townhome Building"), and the colors used on each individual home within a Townhome Building were designed to coordinate and complement one another, careful consideration must be given to maintaining the overall appearance of any particular Townhome Building in the event any or all of the individual homes in a Townhome Building is to be painted.

All Owners of the individual homes within a Townhome Building are encouraged to coordinate the repainting of the exterior of the homes within that Townhome Building at the same time, even if painting in the same colors as originally used, to maintain uniformity of colors, finish, condition, etc.

In the event any one, but not all, of the Owners of individual homes in a Townhome Building submits a painting request to the ARC, the request must be for the same colors as existing on that home, or if the homes within that Townhome Building are or have been painted in different colors, the color must be complementary to the colors existing on the other homes within that Townhome Building.

### **3.33 Patio Covers**

Patio covers are not permitted on Townhome Lots. For SF Lots, approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted on SF Lots as well as extensions of the roof.

### **3.34 Patios**

Due to the size of the Townhome Lots, new or expanded patios not constructed as part of the original construction of the home are not permitted on Townhome Lots. Approval for any new or expanded patio on any SF Lot constructed or expanded after the initial construction of any patio by the builder of the home on the SF Lot is required, subject to the following. Patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the patio may be required for screening or integration into the landscape design. The patio and materials must be similar or generally accepted as a complementary color and design to the residence.

### **3.35 Paving**

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

### **3.36 Pipes**

Approval is required for all exterior pipes, conduits and equipment. Any such pipes, conduits and equipment must be painted to match the color of the portion of the house lying behind the pipe, conduit, or equipment. Adequate screening may also be required.

### **3.37 Play Structures and Sports Equipment**

Due to the size of Townhome Lots, play structures and sports equipment are not permitted on Townhome Lots. For SF Lots, approval is required. Play structures and sports equipment shall only be permitted in the rear yard or within a side yard. Consideration will be given to adjacent properties so as not to create an undue disturbance. A minimum five (5) foot setback from the property line is required for trampolines, swing sets, fort structures, etc. In some instances, additional plant material around the equipment may be required for screening. Wood structures must be constructed of weather resistant materials. All play equipment must be maintained in a good and attractive manner. The use of multi-colored cloth/canvas tarps will not be approved. Height of any play structure (such as a swing set) or sports equipment may not exceed twelve (12) feet.

### **3.38 Playhouses**

Due to the size of Townhome Lots, playhouses are not permitted on Townhome Lots. For SF Lots, approval is required for both design and location. Playhouses shall only be permitted in the rear yard or within a side yard. No playhouses shall exceed 12 feet in height at the roof pitch.

### **3.39 Ponds and Water Features**

Due to the size of the Townhome Lots, ponds and water features are not permitted. For SF Lots, approval is required. Considerations by the ARC will include, but not be limited to, the following criteria:

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

### **3.40 Pools**

Due to the size of the Lots, pools, whether in-ground or above ground, are prohibited. Notwithstanding the above, one (1) wading pool, if less than eighteen (18) inches high and eight (8) feet in diameter, per Lot, is permitted on a temporary basis without prior approval and may not remain in a front yard when not in use.

### **3.41 Radon Mitigation Systems**

Approval is required. Equipment must be painted a color similar or generally accepted as complementary to the exterior of the house. All equipment shall be installed so as to minimize its visibility and shall not be installed on the front of the home.

### **3.42 Retaining Walls**

Due to the size of Townhome Lots, retaining walls are not permitted on Townhome Lots. For SF Lots, approval is required. Front yard retaining walls shall not exceed thirty (30) inches in height. In the side yard, retaining walls up to thirty (30) inches high, with a planted slope above the wall, may be constructed. In no event shall rear yard retaining walls exceed four (4) feet in height unless installed by a Participating Builder or Declarant. Retaining walls shall not significantly alter the drainage patterns on the Lot or adjacent properties (including District or public areas). Retaining walls shall be constructed with boulders, stone, brick or split face modular concrete block facing units installed per manufacturer instructions.

New or old creosote treated timber railroad ties and split faced blocks are prohibited.

### **3.43 Roofing Materials**

Approval is required for all roofing materials other than repair or replacement with roofing materials that are substantially identical to the roofing materials being replaced. 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 of the home on the Lot.

In the event the shingles on any one, but not all, of the individual homes in a Townhome Building are to be replaced, the replacement shingles must be of the same color as exists on the other homes in that Townhome Building in order to maintain a consistent and uniform appearance of the roof. If the shingles on all of the homes in a Townhome Building are to be replaced at one time, all Owners of those homes must agree on the color of the shingles to be used for all of the homes within that Townhome Building, subject to approval by the ARC.

### **3.44 Rooftop Equipment**

The addition of additional rooftop equipment not installed by the builder of the home on the Lot is not permitted.

### **3.45 Seasonal Decorations**

Approval is not required if installed on a Lot within thirty (30) days of a holiday or seasonal event, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday or seasonal event.

### **3.46 Siding**

Approval is required.

Because the type or types of siding used on each individual home within a Townhome Building were designed to coordinate and complement one another, careful consideration must be given to maintaining the overall appearance of any particular Townhome Building in the event the siding on any or all of the individual homes in a Townhome Building is to be replaced.

In the event an Owner of an individual home in a Townhome Building submits a siding request to the ARC, the request must be for the same or substantially the same type or types of siding as existing on that home, or if the siding is to be changed to a different type, the requested type of siding must be complementary to the type or types of siding existing on the other homes within that Townhome Building.

### **3.47 Signs**

One sign, not to exceed five square feet in dimension, which may be used in connection

with the sale of the Lot, may be erected on a Lot without ARC approval.

Additionally, 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 a Lot without approval, subject to the following:

- A. Political signs may not be displayed earlier than 45 days before the date of the election and must be removed no later than seven days after the election.
- B. No more than one political sign per political office or ballot issue that is contested in the pending election may be displayed.
- C. Political signs shall not exceed 36” by 48” in size.

Approval is required for all other signs.

### **3.48 Skylights**

Approval is required. Bubble type skylights are prohibited. Skylight glazing must be clear, solar bronze, or white.

### **3.49 Solar Energy Devices**

Except for solar energy devices installed by the builder of the home on the Lot, 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 edges of solar panels must be of a color compatible to the color of the roof. Conduits and wires must, to the extent possible, following the eaves, direction of the siding, gutters, etc., and be painted to match the roof, siding or other material to which the conduit or wire is attached. Panels shall be installed to be low profile. The ARC is allowed to request changes as long as they don't significantly increase the cost or decrease the efficiency of the proposed device and panels. Please also see Colorado Law C.R.S. 38-30-168, which governs the review and the Owner's installation of such devices.

### **3.50 Statues, Yard Art or Fountains**

Due to the size of Townhome Lots, statues, yard art, and fountains are not permitted on Townhome Lots. For SF Lots, approval is not required if statues, yard art or fountains are installed in the rear yard and are not greater than four (4) feet in height from the highest point, including any pedestal.

Approval is required for any and all statue, yard art or fountain proposed for the front yard of a SF Lot.

### **3.51 Temporary Structures**

No structure of a temporary character, including, but not limited to, a shack, mobile home, or other temporary structure shall be placed or erected upon any Lot. However, during the actual construction, alteration, repair or remodeling of a structure or other Improvements on a Lot, necessary temporary structures for storage of materials or waste may be erected and maintained by the person doing such work. The work of constructing, altering, or remodeling any structure or other Improvements on a Lot shall be diligently pursued from the commencement thereof until the completion.

### **3.52 Trash Enclosures**

Due to the size of Townhome Lots, trash enclosures are not permitted on Townhome Lots. For SF Lots, approval is required for any trash or garbage enclosure. The enclosure shall be constructed of similar materials to that of the home or in accordance with the privacy fence specifications in Schedule 1. The enclosure must be located adjacent to either the rear or side of the house. The enclosure must be four-sided and completely enclosed, with one side being a side or rear wall of the home. No more than one enclosure will be permitted on any Lot. The size of a trash enclosure is limited to a size no larger than necessary to appropriately screen the trash receptacles. The enclosure must screen trash receptacles from all sides. The enclosure must be painted to match the siding or be stained to match the existing fence depending on the materials used.

### **3.53 Utility Equipment**

Approval is required for installation of utilities or utility equipment. Utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.

### **3.54 Window Replacement**

Approval is required unless the replacement windows are substantially identical to the windows being replaced. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

### **3.55 Window Tinting, Security Bars, Well Covers, etc.**

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

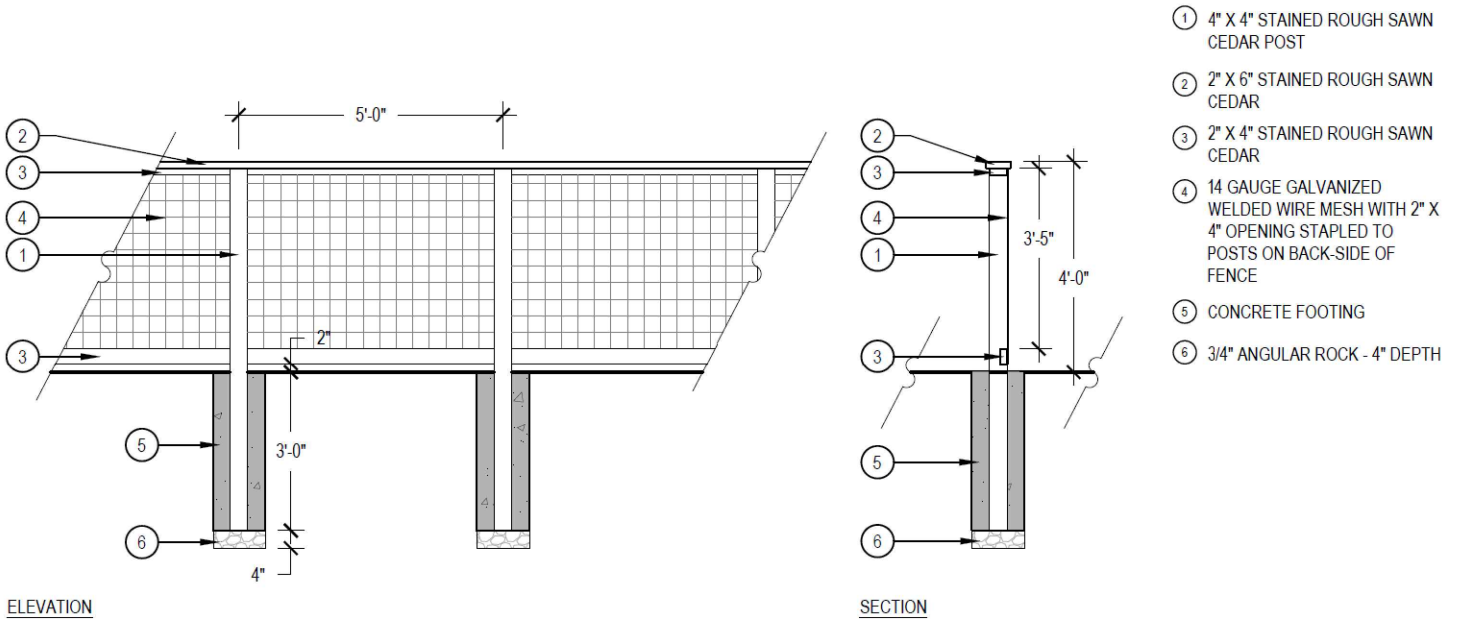
Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted.

Security bars are prohibited.



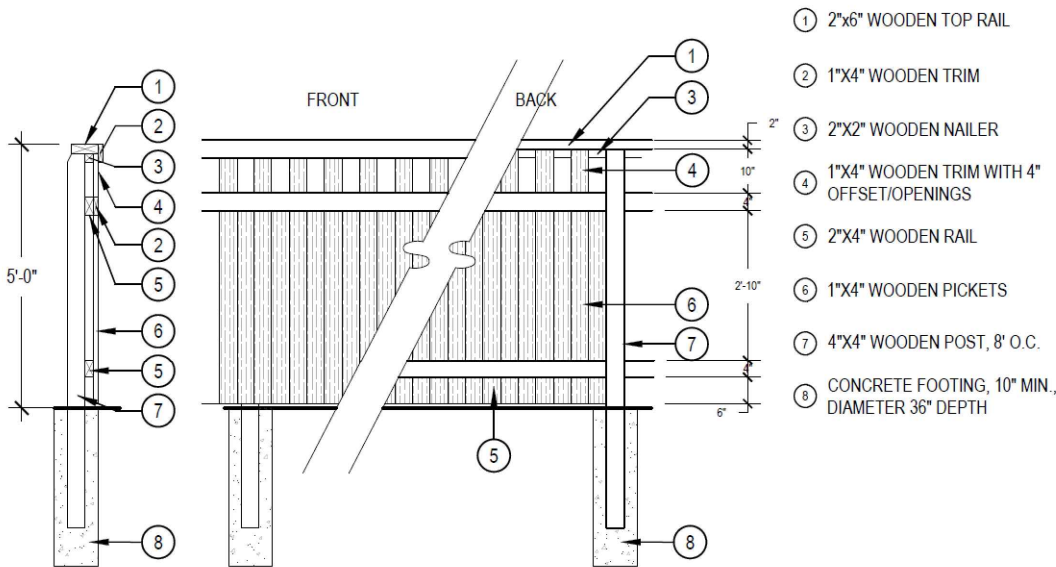
# **SCHEDULE 1**

## **FENCE GUIDELINES**



**1 OPEN WIRE FENCE** ■■■■■■■■■■

NOT TO SCALE



**2 5' WOODEN PRIVACY FENCE** ■■■■■■■■■■

NOT TO SCALE

**NOTE:**  
NO STAIN, TYPICAL

FENCING TYPES - FENCING TYPE LOCATIONS SPECIFIC TO REQUIREMENTS FOR LOT TYPE



**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
HOME PLACE METROPOLITAN DISTRICT**

**Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges**

---

WHEREAS, the Home Place Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the “**Fees**”) to properties within and without (each property individually referred to herein as the “**Property**”) the District’s boundaries; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, by this Resolution (the “**Resolution**”), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Fees imposed by the District, together with any and all Late Fees, Interest, Penalties and Costs of Collections (each defined separately in this Resolution), (collectively, the “**Delinquent Fees and Charges**”); and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way.

NOW, THEREFORE, the Board hereby RESOLVES:

**1. Statement of Lien Guidelines:**

- a. ***Perpetual Lien.*** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all Delinquent Fees and Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All Liens contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.
- i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way.

Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

b. ***District's Manager Procedures.*** The District's Manager, Accountant or Billing Agent (any of which are referred to herein as the "**Manager**") is responsible for collecting Fees imposed by the District against the Property. In the event payment of Fees is delinquent, the Manager may perform the procedures listed below. The Fees are considered delinquent when they have not been paid by their corresponding due date (the "**Delinquent Account**"):

i. *Fifteen (15) Calendar Days Past Due:* A delinquent payment "Reminder Letter" may be sent to the address of the last known owner or occupant of the Property according to the Manager's records. In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the County Assessor's Office (the "**Assessor**") for the County in which the District is located (collectively, the "**Property Address**"). Said Reminder Letter may: (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the url address of the District's webpage where this Resolution is displayed, if available and requested by the Board.

ii. *Fifteen (15) Calendar Days After the Date of the Reminder Letter:* A "Warning Letter" may be sent to the Property Address: (1) requesting prompt payment; (2) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (3) referencing the url address of the District's webpage where this Resolution is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

iii. *Ten (10) Calendar Days After the Date of the Warning Letter:* Once the total amount of Delinquent Fees and Charges owing on the Property has exceeded **Five Hundred Dollars (\$500.00)**, regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District's General Counsel (the "**General Counsel**"). At the time of such referral, the Manager may be requested to provide General Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

c. ***General Counsel Procedures.*** Upon referral of a Delinquent Account from the Manager, General Counsel may perform the following:

i. *Upon Referral of the Delinquent Account From the Manager:* A "Demand Letter" may be sent to the Property Address, notifying the Property owner that the Property has been referred to General Counsel for further collections enforcement, including the filing of a statement of lien against the

Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.

ii. *No Sooner than Thirty (30) Calendar Days from the Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the county where the Property is located (the “**Clerk and Recorder**”) within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.

iii. *No Sooner than Ten (10) Calendar Days from the Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all Delinquent Fees and Charges will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

d. ***Foreclosure or Bankruptcy.*** In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to General Counsel in order to avoid unnecessary, costly and time consuming procedures. Upon referral of the Delinquent Account to General Counsel, General Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property. Further, when a Delinquent Account has a balance of \$1,500 or greater, General Counsel is authorized to commence foreclosure action against the Property.

## **2. Late Fees:**

a. “**Late Fees**” are assessed on the Property for failure to make timely payments of Fees. Late Fees are applied, regardless of whether the Fees are assessed on a one-time, monthly, quarterly, semi-annual, annual, or any other basis.

b. Late Fees are assessed on the Property **Fifteen (15) calendar days from the payment due date.** Pursuant to § 29-1-1102, C.R.S., such Late Fee may be charged by either of the following two methods, whichever is greater:

i. One Late Fee of Fifteen Dollars (\$15.00) may be assessed on the Property per each assessment or installment of Fees not fully paid prior to the Fifteenth (15) calendar day following the payment due date; or

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the Fifteenth (15) calendar day following the payment due date, and each month thereafter, may be charged on unpaid Fees until the Late Fee equals

Twenty Five Percent (25%) of all outstanding Fees.

*Example:*

January 1 Fee (unpaid) . . . . .	- \$100
5% Late Fee (January 15) . . . . .	- \$5
February 1 Fee (unpaid) . . . . .	- \$100
<u>5% Late Fee (February 15) . . . . .</u>	<u>- \$10</u>
(Net Balance . . . . .)	(- \$215)

c. Partial payment of any outstanding Delinquent Fees and Charges will not prevent the imposition of Late Fees pursuant to this Section 2.

*Example: (using the \$15.00 Late Fee)*

January 1 Fee (unpaid) . . . . .	- \$100
Partial Payment on January 5 . . . . .	\$90
<u>Late Fee (January 15) . . . . .</u>	<u>- \$15</u>
(Net Balance . . . . .)	(- \$25)

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) the earliest imposed and unpaid Fees; (5) any successive unpaid Fees in chronological order from the earliest unpaid Fees to the most recently imposed Fees.

*Example A: (using the \$15.00 Late Fee)*

January 1 Fee (unpaid) . . . . .	- \$100
Late Fee (January 15) . . . . .	- \$15
February 1 Fee (unpaid) . . . . .	- \$100
Late Fee (February 15) . . . . .	- \$15
March 1 Fee (unpaid) . . . . .	- \$100
<u>Payment on March 10 . . . . .</u>	<u>\$280</u>
(Net Balance . . . . .)	(- \$50)
- Late Fees Balance =	\$0
- Fees and Charges Balance =	- \$50

*Example B: (using the \$15.00 Late Fee)*

January 1 Fee (unpaid) . . . . .	- \$100
Late Fee (January 15) . . . . .	- \$15
February 1 Fee . . . . .	- \$100
Payment on February 10 . . . . .	\$150
<u>Late Fee (February 15) . . . . .</u>	<u>- \$15</u>
(Net Balance . . . . .)	(- \$80)
- Late Fees Balance =	- \$15
- Fees and Charges Balance =	- \$65

e. No penalty will be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees. Such credit balances will be carried forward on the account with all subsequent Fees and Delinquent Fees and Charges being deducted until such time as the credit balance is depleted. A Property carrying a credit balance may be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount of Fees due and owing the District.

*Example:*

January 1 Fee . . . . .	- \$100
-------------------------	---------

Payment on January 2 .....	\$350
February 1 Fee .....	- \$100
March 1 Fee .....	- \$100 (balance = \$50)
April 1 Fee .....	- \$100
<u>Late Fee (April 15) .....</u>	<u>- \$15</u>
(Net Balance .....	- \$65)

**3. Interest:**

“**Interest**” charges accrue on all delinquent Fees at the maximum statutory rate of Eighteen Percent (18%) per annum. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collections. §29-1-1102, C.R.S.

**4. Penalties:**

“Penalties” may be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

**5. Costs of Collections:**

“**Costs of Collections**” include, but are not limited to, attorneys’ fees and all costs, fees and charges associated with the processing and/or collection of Delinquent Fees and Charges, including the following fixed rates and hourly fees and costs:

i. *Action Fees.* The following fixed rate fees are charged to a Delinquent Account once the corresponding action has been taken by either the Manager or General Counsel:

- *Reminder Letter Fee:* Ten Dollars (\$10.00) per Reminder Letter. This action is typically performed by the Manager.

- *Warning Letter Fee:* Ten Dollars (\$10.00) per Warning Letter sent. This action is typically performed by the Manager.

- *Attorney Transfer Fee:* Thirty Dollars (\$30.00) per Delinquent Account transferred from the Manager to General Counsel. This action is performed by the Manager.

- *Demand Letter Fee:* Eighty Dollars (\$80.00) per Demand Letter sent. This action is performed by General Counsel.

- *Notice of Intent to File a Statement of Lien Fee:* One Hundred Twenty Dollars (\$120.00) per Notice of Intent to File a Statement of Lien sent. This action is performed by General Counsel.

- *Lien Recording Fee:* One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.

- *Lien Release Fee:* One Hundred Fifty Dollars (\$150.00) per lien that is

released. This action is performed by General Counsel. It is recommended that the Lien Release Fee be charged to the Delinquent Account at the same time as the Lien Recording Fee.

ii. *Attorney Hourly Fees and Costs.* Upon transfer of a Delinquent Account to General Counsel, all hourly attorneys' fees and costs, including, but not limited to, litigation and expert witness fees and costs, incurred by the District to collect or defend the Delinquent Fees and Charges are assessed to the Delinquent Account and become part of the perpetual Lien on the Property. All such hourly attorneys' fees and costs shall be reasonable.

iii. *Recovery of Costs of Collections.* In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections whether or not outlined above.

#### **6. Waiver of Late Fees, Interest and Costs of Collections:**

a. The Manager and General Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Late Fees and Interest. Such action is permitted if either the Manager or General Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of Delinquent Fees and Charges. Notwithstanding the foregoing, neither the Manager nor General Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceeds One Thousand Dollars (\$1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) in Late Fees and Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager nor General Counsel is authorized to waive any portion of the Fees or Costs of Collections. Should the Property owner desire a waiver of such Fees and/or Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the Board, Manager, or General Counsel, whether related to the Property in question or other properties within the District.

#### **7. Payment Plans:**

The Manager and General Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or General Counsel elect not to enter into a payment plan with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.



**8. Ratification of Past Actions:**

All acts, omissions, waivers and/or payment plans heretofor undertaken by the Manager or General Counsel that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

**9. Additional Actions:**

The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

**10. Supersedes Prior Resolutions:**

This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of Delinquent Fees and Charges, including the Prior Policy. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

**11. Severability:**

If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

**12. Savings Provision:**

The failure to comply with the procedures set forth herein shall not affect the status of the Delinquent Fees and Charges as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the Delinquent Fees and Charges.

(Remainder of page intentionally left blank.)

ADOPTED this 22<sup>nd</sup> day of June 2021.

HOME PLACE METROPOLITAN DISTRICT

David Ware

David Ware (Jul 2, 2021 13:34 MDT)

---

Officer of the District

ATTEST:

Patrick J. Murphy

Patrick J Murphy (Jul 7, 2021 08:58 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law



---

General Counsel to the District

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
HOME PLACE METROPOLITAN DISTRICT**

**REGARDING POLICIES, PROCEDURES AND PENALTIES FOR THE  
ENFORCEMENT OF THE GOVERNING DOCUMENTS**

---

WHEREAS, Home Place Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions of Arras Park recorded in the real property records of the Clerk and Recorder of Adams County, Colorado at Reception No. 2021000024475, on March 2, 2021 (the “**Covenants**”), the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Governing Documents (as defined below); and

WHEREAS, the Board of Directors (the “**Board**”) of the District is authorized to promulgate adopt, enact, modify, amend, repeal, and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants) (the “**Rules and Regulations**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District; and

WHEREAS, such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Board desires to set establishing policies, procedures and penalties for violations of the Covenants, any guidelines, rules and regulations, and other policies and procedures of the District, as the same may be adopted, amended and supplemented from time to time (collectively, the “**Governing Documents**”).

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action, and any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective property subject to this Resolution (“the “**Owner**”). This Resolution is intended to serve as

guidance to the Board and the District's authorized representative(s) (the "**District Representative**"), and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to or action undertaken by the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

3. Investigative Procedure. Upon receipt of a written complaint alleging a violation of the Governing Documents, the District Representative will conduct an investigation to determine whether a violation of the Governing Documents has occurred.

4. Enforcement Process for Continuous Violations Upon determining that a "**Continuous Violation**" (defined as a violation that is ongoing, uninterrupted by time and may take time to cure) has occurred, the District Representative and the Board shall take the following steps:

a. Advisory Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an "Advisory Letter" to the Owner by first-class United States mail to the address of the Owner on record according to the records of the County Assessor ("**Owner's Address**"), notifying the Owner of: (i) the restriction violated and the nature of the violation, (ii) that the Owner must have the Continuous Violation corrected within 15 calendar days of the date of the Advisory Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 15 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 15 days of the date of the Advisory Letter and diligently prosecute the same to completion.

b. Notice of Complaint and Opportunity to Be Heard. If an Owner fails to cure (or provide adequate proof that he or she is diligently seeking to cure, if applicable) a Continuous Violation within 15 days of the date of the Advisory Letter this shall be considered a second violation for which a fine may be imposed. The District Representative shall send a notice of complaint and opportunity to be heard ("**Hearing Notice**") to the Owner at the Owner's address notifying the owner of the Continuous Violation and of the potential fines that may be imposed if the Continuous Violation is not cured. The Hearing Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Hearing Notice.

c. Notices of Ongoing Violation. If the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Hearing Notice, this shall be considered a third violation for which a fine may be imposed. The District Representative shall send a notice of ongoing violation

(“**Ongoing Violation Notice**”) to the Owner’s Address demanding that the Owner cure the ongoing Continuous Violation and that an additional fine has been imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 9 below. If the Continuous Violation remains uncured 15 days after the date of the first Ongoing Notice Violation or the Owner has not made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the first Ongoing Violation Notice, this shall be considered a fourth violation for which an additional fine may be imposed. A second Ongoing Violation Notice shall be sent to the Owner and shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 9 of this Resolution.

d. Continuing Violation. In the event that a Continuing Violation continues to exist uninterrupted 15 days after the date of the second Ongoing Violation Notice, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines (“**Daily Fine Notice**”) and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a “**Repetitious Violation**” (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

a. Advisory Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “Advisory Letter” to the Owner by first-class United States mail to the Owner’s Address, notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 90 days of the date of the Advisory Letter may result in the imposition of fines.

b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 90 days of date of the Advisory Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Paragraph 9. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed (“**Repetitious Violation Notice**”). The first such Repetitious Violation Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of such first Repetitious Violation Notice. The District may impose additional fines with each Repetitious Violation Notice sent after the first Repetitious Violation Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Hearing on Violation. If a hearing is requested by the Owner pursuant to Paragraph 4.b or 5.b above, the District Representative shall notify the Owner of the date, time and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by the Board, or a tribunal consisting of District residents or other persons as selected by the Board.

7. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 15 days of the date of the Hearing Notice or the first Notice of Repetitious Violation, as applicable, or fails to appear at a requested hearing, the Board or the tribunal or person designated by the Board to conduct the hearing may make a decision with respect to the violation based on the complaint, results of the investigation and any other available information without the necessity of holding a formal hearing. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Hearing Notice or the first Notice of Repetitious Violation, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation.

8. Decision. After the District has taken the steps as outlined above, upon a finding that an Owner is in violation of the Governing Documents, the District Representative shall send notice of violation (“**Notice of Violation**”) to the Owner’s Address. The District may revoke or suspend the Owner’s privileges, impose fines in accordance with the fine schedule set forth below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents.

9. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents.

*Continuous Violations*

First Violation	Advisory Letter
Second Violation (Hearing Notice):	\$ 50.00
Third Violation (First Ongoing Violation Notice)	\$ 75.00
Fourth Violation (Second) Ongoing Violation Notice:	\$ 100.00
Daily Fine Notice:	Up to \$50.00 per day

*Repetitious Violations:*

First Violation	Advisory Letter
Second Violation within 90 days of the Advisory Letter:	\$50.00
Subsequent Violations within 90 days of the Advisory Letter:	\$100.00 per offense

10. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District

Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

11. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative and/or the Board may, either in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the District Representative and/or the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

12. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens or notices of violation, foreclosure, and any other legal or equitable remedies available to the District.

13. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

14. Foreclosure of Lien. All amounts imposed pursuant to this Resolution shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j), C.R.S., such lien being a charge imposed for the provision of services and facilities to the property. Said lien may be foreclosed at such time as the District in its sole discretion may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land.

15. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

16. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

17. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to "Home Place Metropolitan District" and sent to the following address, on or before the due date: Home Place Metropolitan District, c/o Advance HOA Management, Inc., P.O. Box 370390, Denver, CO 80237. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

18. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

19. Effective Date. This Resolution shall become effective immediately, and shall supersede in its entirety any prior resolution.

APPROVED AND ADOPTED THIS THE 22<sup>nd</sup> DAY OF JUNE, 2021.

**HOME PLACE METROPOLITAN DISTRICT,**  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

*David Ware*

David Ware (Jul 2, 2021 13:34 MDT)

\_\_\_\_\_  
Officer of the District

ATTEST:

*Patrick J Murphy*

Patrick J Murphy (Jul 7, 2021 08:58 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law



\_\_\_\_\_  
General Counsel to the District



**ARRAS PARK  
RULES AND REGULATIONS**

**Article I. DEFINITIONS**

All words and phrases used in these Rules and Regulations shall have the meaning provided in the Declaration of Covenants, Conditions and Restrictions of Arras Park, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado, at Reception No. 2021000024475, on March 2, 2021 (the “**Covenants**”), unless otherwise defined herein.

**Article II. USE RESTRICTIONS**

2.1 Use of Lot and Property.

Each Lot shall be used as a residence for a single family or such other uses permitted by the Covenants. No Lot may be used for any purpose which fails to comply with the Rules and Regulations that the Board of Directors of the Home Place Metropolitan District (the “**District**”) may enact from time to time or which constitutes a nuisance or disrupts the reasonable use and enjoyment of the Arras Park community by other Owners or Occupants.

2.2 Maintenance.

Each Owner shall maintain their Lot in good condition and in good order and repair, at the Owner's expense, and shall not do or allow to be done on their Lot or within the Arras Park community anything which may cause damage to any other Lot or any District-owned property, or affect the health, safety, and welfare of other Owners or Occupants.

2.3 Home Occupations.

Notwithstanding anything in the Rules and Regulations to the contrary, Owners and Occupants may conduct business activities within their homes as long as the following conditions are satisfied:

- A. The business is clearly secondary to the residential use of the home constructed on the Lot and is conducted entirely within the home;
- B. The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
- C. The business does not result in an undue volume of traffic or parking within the Arras Park community; and

D. The business conforms to all zoning requirements and is lawful in nature.

#### 2.4 Leasing.

Owners may lease the home on the Lot as long as the same is in compliance with any restrictions on short-term rentals or other leasing restrictions of the City of Thornton. Further, all leases shall provide that the terms of the lease and the lessee's occupancy of the home is subject to the provisions of the Governing Documents.

#### 2.5 Pets.

A. The Covenants allow Owners and Occupants of Lots to keep pets as permitted by applicable local laws or ordinances and in compliance with any Rules and Regulations adopted by the Board of the District.

B. Per the Covenants, chickens, roosters, and other poultry are not permitted.

C. No animal of any kind may be kept for commercial purposes.

D. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping located on any of the District-owned open spaces and parks and shall not otherwise be left unattended on District-owned open spaces and parks.

E. When on District-owned property, all pets must be leashed and under control of the person responsible for the pet.

F. Pet owners shall immediately clean up any feces of their pets on any District-owned property. Expenses and costs incurred by the District as a result of damage caused to any District-owned property by any pet shall be reimbursed to the District by the Owner responsible for the pet's damage.

G. Pet owners shall also be responsible for cleaning up pet waste on their own Lots in a frequent manner so as not to cause a nuisance to neighboring residents.

#### 2.6 Trash.

A. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap or debris of any kind may not be kept, stored or allowed to accumulate on any Lot except inside the home constructed on the Lot or unless otherwise screened from view from the ground level of neighboring Lots and any adjacent street. If not stored inside, garbage or recycling cans and receptacles ("**Trash Containers**") shall be stored in such a manner that they are not visible from the ground level of other neighboring Lots or from the front of the house and street.

- B. No Trash Containers shall be maintained in an exposed or unsightly manner.
- C. Trash Containers may be placed outside for pickup after 5:00 pm on the evening prior to the day that such trash or recycling is to be picked up and must be properly stored by 7:00 pm the evening of pickup.
- D. Trash Containers shall not be placed on alleys, streets, or walkways as these areas must remain clear for emergency traffic.

2.7 Parking.

- A. Garages shall be used for parking of vehicles only and shall not be used for storage or other uses which prevent the parking of vehicles in the garage.
- B. No vehicle may impede the safe and efficient use of the alleys or streets within the Arras Park community by Owners and/or Occupants, obstruct emergency access to/from the Arras Park community, or interfere with the reasonable needs of other Owners and/or Occupants to use the alleys, streets, or their driveways within the Arras Park community.
- C. No abandoned or inoperable vehicles shall be stored or parked on any Lot unless parked within a garage. An “abandoned or inoperable vehicles” is defined as any vehicle which has not been driven under its own propulsion for a period of two weeks or more.
- D. The following may not be parked or stored in the community unless such parking or storage within a garage on a Lot:
  - i. Commercial vehicles, defined as:
    - a. Box vans and box trucks
    - b. Tow trucks
    - c. Trucks without a bed
    - d. Buses
    - e. Semi tractors and trailers
    - f. Vehicles with two or more rear axles
    - g. Hazardous material transport vehicles
    - h. Taxi cabs
    - i. Limousines
    - j. Heavy machinery, backhoes, graders, skid steers or construction equipment. (Unless construction equipment necessary for construction or for the maintenance of any Lots or District-maintained property)
    - k. Any vehicles having a manufacturing payload capacity greater than one (1) ton
    - l. Any vehicle that has commercial markings or signage that exceeds 50% of the vehicle’s visible surface (excluding the roof, tires, wheels, hood and windshield)
    - m. Vehicles with racks, ladders or panels designed to carry equipment other than personal, recreational or equipment for physically impaired
    - n. Vehicles with scrolling lighted signs and exterior warning lights.

- iii. Recreational vehicles, including trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, and self-contained motorized recreational vehicles.
- E. Notwithstanding the above, the vehicles listed in Section 2.7.D may be parked or stored on the driveway of a Lot as a temporary expedience for no longer than 24 consecutive hours for loading, unloading, or delivery of goods or services.
- F. Parking in fire lanes (as designated by the District, local government authority, or a local fire protection authority) is not permitted.
- G. Except for parking spaces located within certain alleys in the communities, the alleys are for ingress and egress only and parking within the alleys is prohibited. There are limited parking spaces located within various alleys in the community, which parking spaces are limited for guest parking on a first come, first served basis.
- H. No maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat may be performed anywhere in District-owned property, streets, driveways, alleys or fire lanes. These activities may be performed in garages providing no disruptive noise or noxious odor is emitted and that materials resulting from such activities are properly disposed of.

## 2.8 Garage Sales

All garage sales must comply with applicable municipal requirements. The District reserves the right to place limitations on the number of times in one year that an individual property can be used for garage sales.

After the conclusion of the garage sale, no items can be left out on the driveway, sidewalks, alleys, or streets. Signs advertising garage sales may not be posted on any District-owned or maintained property. Any signs advertising the garage sale must be taken down immediately after the conclusion of the garage sale.

## **ARTICLE III. DISTRICT PARKS AND OPEN SPACE**

### 3.1 General Rules.

The Arras Park community boasts several park areas, which include playgrounds, climbing walls and boulders, shade structures, seating areas, and an amphitheater (collectively, the “**Parks**”). See Exhibit A for a map showing the Parks. The following rules apply to all such Parks.

- A. Park areas are for use on a “first come, first served” basis, subject to the ability for individuals to reserve the exclusive use of Arras Park for as provided in

these Rules and Regulations.

- B. The use of glass containers is not permitted in any of the Parks.
- C. Amplified sound is not allowed, unless otherwise authorized by the District. Park users must keep noise to a reasonable level so as not to create a nuisance to neighboring homes.
- D. Use of artificial lighting is not allowed, unless otherwise authorized by the District.
- E. All trash and debris must be picked up and properly disposed of by Park users prior to leaving.
- F. Pets must be leashed and under physical control at all times. Pets may not be leashed, chained or tethered to any building, stake, sprinkler, fence, tree or other improvement or landscaping within the Parks.
- G. Posting of signs, handbills, posters, stickers, or notices is prohibited, unless otherwise authorized by the District.
- H. Nothing may be attached to any trees, structures or other improvements within the Parks.
- I. Bicycles, skateboards, and rollerblades are allowed only on sidewalks and designated trails.
- J. The use of motorized vehicles within the Parks is prohibited.
- K. Golfing, archery, and the discharge of any firearm is prohibited.
- L. Fires and charcoal are allowed in grills provided by the District and/or in designated areas only. Extinguish all fires or coals and dispose of them properly before leaving.
- M. No camping in the Parks is permitted.
- N. Tents, booths, stands, bounce houses, etc., are only allowed with authorization of the District. Stakes cannot be driven into the grass to secure poles or other items. Water, metal or sand weights may be used to secure poles or other such items.
- O. The discharge of explosives or fireworks or the launching of model rockets or other such devices which may have an explosive charge is prohibited.

### 3.2 Reservation of Park Space.

- A. *General Park Reservation Information.* As stated above, the Parks are available for the general, informal use by the public. However, the amphitheater at Arras Park (the “**Amphitheater**”) may be reserved for exclusive use for specific events (a “**Special Event**”) in accordance with these Rules and Regulations by applying for and receiving a permit from the District (a “**Special Event Permit**”). The District will not permit the reservation of the Amphitheater for regularly scheduled, ongoing events (such as regularly scheduled weekly or monthly events) Any Special Event with a Special Event Permit will have priority over the general public for use of the Amphitheater.

Special Event Permits will only be issued to applicants 18 years of age or older.

- B. *Reservation Process.* In order to obtain a Special Event Permit, the applicant (the “**Applicant**”) must complete and return an application in the form attached hereto as Exhibit B (a “**Special Event Permit Application**”), along with the Permit Fee and the Deposit, to the District for approval. Special Event Applications will not be reviewed or considered until receipt of the Permit Fee and Deposit by the District. Special Event Applications will be reviewed by the District in the order received on a first come, first served basis. District-sponsored events at the Amphitheater will take priority over any requested Special Event.
- C. *Special Event Permit Fees and Deposit.* A fee (a “**Permit Fee**”) and a damage deposit (a “**Deposit**”) is required for the reservation of any Park or Park space via a Special Event Permit, as follows:

In-District Residents:

- Permit Fee: \$100
- Deposit: \$500

Out-of-District Residents:

- Permit Fee: \$500
- Deposit: \$500

If an Applicant for a Special Event Permit cancels any Special Event for which a Special Event Permit has been issued less than 14 days prior to the date of the Special Event, the Permit Fee will be non-refundable and retained by the District.

The Deposit, less any amounts retained by the District for cleaning or damage caused by the Special Event, will be returned to the Applicant within 14 days of the Special Event. If the Deposit is insufficient to pay for any cleaning or

repair of damages caused as the result of the Special Event, the Applicant will be responsible for any additional costs or expenses incurred by the District.

- D. *Special Event Permit Rules.* In addition to the general rules listed in Section 3.1 of these Rules and Regulations, the following shall apply to any Special Event.
- i. Special Event Permits are applicable only to the Park or Park area as indicated on the Special Event Application and the Special Event Permit.
  - ii. The Applicant is responsible for the use of the Park or Park area and those attending the Special Event.
  - iii. The sale of goods or services at any Special Event is prohibited.
  - iv. Upon completion of the Special Event, the area shall be restored to a litter free condition. The Applicant agrees to be responsible for costs incurred by the District for repairs or cleanup by the District.
  - v. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
  - vi. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The Applicant agrees to be responsible for all such damage.
  - vii. Disorderly conduct and/or abusive language are prohibited and shall be cause for revocation of the Special Event Permit. The Special Event may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
  - viii. Alcoholic beverages may be served as long as the Applicant abides by the following conditions:
    - a. No fee will be charged, either directly or indirectly by the Applicant or its affiliates (*i.e. no cash bar*) for the sale or consumption of alcoholic beverages.
    - b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
    - c. It is acknowledged that District does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. The Applicant shall be solely responsible

for compliance with the liquor laws of the State of Colorado and any local regulations.

- d. If any persons under the age of 21 attending the Special Event, whether invited or uninvited, brings alcoholic beverages onto the Park or Park area, the Applicant shall take action to have such beverages removed from the premises. If necessary, the Applicant will call the police to seek assistance with the enforcement of this policy. At any Special Event at which the majority of the attendees are under 21 years old, the Applicant will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
  - e. If any adult (persons 21 years old or older) attending the Special Event, whether invited or uninvited, is abusing or misusing alcohol at the Special Event, the Applicant will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
  - f. The Applicant agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the Special Event due to intoxication. The Applicant agrees that it is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the Special Event
  - g. The Applicant shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Applicant's failure to comply with the provisions of these Rules and Regulations.
- ix. A copy of the Special Event Permit must be in the possession of the Applicant during the Special Event and shown to District personnel upon request.



**EXHIBIT A**  
**PARKS**

**EXHIBIT B**  
**SPECIAL EVENT PERMIT APPLICATION**

**EXHIBIT B**  
(2021 Assessed Valuation)

# CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: **447 - HOME PLACE METRO DISTRICT**

IN ADAMS COUNTY ON 11/30/2021

New Entity: No

## USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (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 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$2,760
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$2,092,340
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$2,092,340
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$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.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
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.):	\$0.00

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

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

# Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

## Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

## USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$7,203,942
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(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.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, 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:----->	\$0
---	-----

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.	

**EXHIBIT C**  
(2022 Budget)

**HOME PLACE METROPOLITAN DISTRICT**  
**2022**  
**BUDGET MESSAGE**

Attached please find a copy of the adopted 2022 budget for the Home Place Metropolitan District.

The Home Place Metropolitan District has adopted three funds, a General Fund to provide for the payment of general operating expenditures; a Capital Project Fund to provide for the estimated infrastructure costs that are to be built for the benefit of the district; and a Debt Service Fund to provide for payments on the proposed general obligation debt.

The district's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications, and public hearing.

The primary sources of revenue for the district in 2022 will be developer advances. The district intends to impose a mill levy of 70.664 mills on all property within the district for 2022, of which 15.000 mills will be dedicated to the General Fund and the balance of 55.664 mills will be allocated to the Debt Service Fund.

**Home Place Metropolitan District**  
**Adopted Budget**  
**General Fund**  
**For the Year ended December 31, 2022**

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>9/30/2021</u>	Estimate <u>2021</u>	Adopted Budget <u>2022</u>
Beginning fund balance	\$ 2,504	\$ -	\$ 6,505	\$ 6,505	\$ 5,000
Revenues:					
Property taxes	19	41	41	19	31,385
Specific ownership taxes	1	2	2	1	1,569
District fee	-	-	-	-	9,147
Interest Income	1	-	-	1	-
Developer advances/other income	60,526	64,183	26,168	52,324	183,926
Total revenues	<u>60,547</u>	<u>64,226</u>	<u>26,211</u>	<u>52,345</u>	<u>226,027</u>
Total funds available	<u>63,051</u>	<u>64,226</u>	<u>32,716</u>	<u>58,850</u>	<u>231,027</u>
Expenditures:					
Accounting	12,044	12,000	5,444	15,000	12,000
Audit	-	-	-	-	5,000
Collections	-	-	-	-	480
Election	-	-	-	-	5,000
Insurance/ SDA Dues	2,801	3,000	3,093	3,100	3,100
Legal	41,545	35,000	19,359	35,000	35,000
Legal Collection	-	-	-	-	1,000
Management	-	6,000	-	-	8,000
Miscellaneous	156	1,500	630	750	600
Social events	-	-	-	-	5,000
Treasurer's Fees	-	1	-	-	471
<b>Common Grounds (Assumes Phase 1 turnover in April 22)</b>					
Amphitheatre General Maintenance	-	-	-	-	1,000
Detention Pond Maintenance	-	-	-	-	1,800
Landscape Contract	-	-	-	-	65,400
Miscellaneous Common Area Maint	-	-	-	-	2,500
Park /Play Equip Maintenance	-	-	-	-	1,000
Snow Removal-Common	-	-	-	-	5,000
Weed Control	-	-	-	-	5,000
<b>Common Area Utilities/Trash Service</b>					
Water/Sewer/Elect-Irrigation	-	-	-	-	28,000
Trash Removal	-	-	-	-	1,106
<b>ALLEY LOAD</b>					
Snow Removal - Drives	-	-	-	-	2,000
<b>TOWNHOME</b>					
Snow Removal - Drives	-	-	-	-	3,000
Emergency Reserve	-	1,725	-	-	5,744
Contingency	-	5,000	-	-	3,826
Reserve contribution	-	-	-	-	30,000
Total expenditures	<u>56,546</u>	<u>59,226</u>	<u>28,526</u>	<u>53,850</u>	<u>231,027</u>
Ending fund balance	<u>\$ 6,505</u>	<u>\$ 5,000</u>	<u>\$ 4,190</u>	<u>\$ 5,000</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 2,760</u>			<u>\$ 2,092,340</u>
Mill Levy		<u>15.000</u>			<u>15.000</u>

**Home Place Metropolitan District  
Adopted Budget  
Capital Projects Fund  
For the Year ended December 31, 2022**

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>9/30/2021</u>	Estimate <u>2021</u>	Adopted Budget <u>2022</u>
Beginning fund balance	\$ -	\$ 2,665,116	\$ 82	\$ 82	\$ -
Revenues:					
Interest	4,114	1,500	-	-	-
Developer advance	-	-	18,604	2,294,923	4,000,000
Bond Proceeds	<u>7,864,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>7,868,114</u>	<u>1,500</u>	<u>18,604</u>	<u>2,294,923</u>	<u>4,000,000</u>
Total funds available	<u>7,868,114</u>	<u>2,666,616</u>	<u>18,686</u>	<u>2,295,005</u>	<u>4,000,000</u>
Expenditures:					
Cost of issuance	403,709	-	-	-	-
Capital expenditures	5,655,648	2,666,616	18,680	2,294,923	4,000,000
UMB fees	-	-	6	82	-
Transfer to Debt Service	<u>1,808,675</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>7,868,032</u>	<u>2,666,616</u>	<u>18,686</u>	<u>2,295,005</u>	<u>4,000,000</u>
Ending fund balance	<u>\$ 82</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



**Home Place Metropolitan District**  
**Adopted Budget**  
**Debt Service Fund**  
**For the Year ended December 31, 2022**

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>9/30/2021</u>	Estimate <u>2021</u>	Adopted Budget <u>2022</u>
Beginning fund balance	\$ 110	\$ 1,613,353	\$ 1,612,680	\$ 1,612,680	\$ 1,202,113
Revenues:					
Property taxes	108	154	154	154	116,468
Specific ownership taxes	6	8	6	6	5,823
Transfer from Capital Projects Fund	1,808,675	-	-	-	-
Interest income	<u>2,527</u>	<u>6,000</u>	<u>383</u>	<u>500</u>	<u>6,000</u>
Total revenues	<u>1,811,316</u>	<u>6,162</u>	<u>543</u>	<u>660</u>	<u>128,291</u>
Total funds available	<u>1,811,426</u>	<u>1,619,515</u>	<u>1,613,223</u>	<u>1,613,340</u>	<u>1,330,404</u>
Expenditures:					
Bond interest expense	198,744	404,225	202,112	404,225	404,225
Treasurer's fees	2	2	2	2	1,747
Trustee / paying agent fees	<u>-</u>	<u>5,000</u>	<u>7,000</u>	<u>7,000</u>	<u>5,000</u>
Total expenditures	<u>198,746</u>	<u>409,227</u>	<u>209,114</u>	<u>411,227</u>	<u>410,972</u>
Ending fund balance	<u>\$ 1,612,680</u>	<u>\$ 1,210,288</u>	<u>\$ 1,404,109</u>	<u>\$ 1,202,113</u>	<u>\$ 919,432</u>
Assessed valuation		<u>\$ 2,760</u>			<u>\$ 2,092,340</u>
Mill Levy		<u>55.664</u>			<u>55.664</u>
Total Mill Levy		<u>70.664</u>			<u>70.664</u>