

When recorded return to:

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RESOLUTION NO. 2019-11-05

**SECOND AMENDED AND RESTATED JOINT RESOLUTION OF CIMARRON
METROPOLITAN DISTRICT AND VAUXMONT METROPOLITAN DISTRICT
REGARDING THE IMPOSITION OF LANDSCAPING AND SNOW REMOVAL FEES**

A. Cimarron Metropolitan District (“**Cimarron**”) and Vauxmont Metropolitan District (the “**District**” and, together with Cimarron, the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Colorado located in the City of Arvada (the “**City**”), Jefferson County, Colorado.

B. The Districts operate pursuant to their respective Service Plans approved by the City on March 1, 2004 (as the same may be amended and/or modified from time to time, the “**Service Plans**”).

C. The purpose for which the Districts were formed is the design, acquisition, construction, installation, financing, and operation and maintenance of certain water, sanitation (including storm and sanitary sewer), streets, safety protection, park and recreation, television relay and translation, transportation, mosquito control, and limited fire protection facilities and services to benefit the property within their boundaries and/or service areas (the “**Public Improvements**”).

D. Candelas is a residential community located within the Districts.

E. Arvada Residential Partners, LLC (“**ARP**”) is the master developer within Candelas.

F. ARP has caused to be recorded the Landscape Covenants of Certain Lots in Candelas, and Certain Snow Removal, recorded on February 1, 2013, at Reception No. 2013012192 of the County of Jefferson, Colorado, real property records as the same may be amended and/or modified from time to time applicable to the Property (the “**Landscape Covenants**”).

G. Pursuant to the Landscape Covenants, the District shall provide for: (1) the maintenance, repair, and replacement of front yard landscaping and adjacent tree lawns; and (2) certain snow removal (the “**Services**”) with respect to the lots shown on **Exhibit A** attached hereto (the “**Property**”).

H. Pursuant to the Landscape Covenants and pursuant to Section 32-1-1004(8), C.R.S., the District may provide the Services to the Property so long as the revenues used to furnish such Services are derived from the area in which the Services are furnished.

I. The Districts previously adopted that certain Amended and Restated Joint Resolution of Cimarron Metropolitan District and Vauxmont Metropolitan District Regarding the Imposition of Landscaping and Snow Removal Fees on December 15, 2015, recorded on December 23, 2015, at Reception Number 2015135707 of the Jefferson County, Colorado, real property records, as amended by that certain First Amendment to Amended and Restated Joint Resolution of Cimarron Metropolitan District and Vauxmont Metropolitan District Regarding the Imposition of Landscaping and Snow Removal Fees, adopted December 14, 2016, recorded on January 17, 2017, at Reception Number 2017005874 of the Jefferson County, Colorado, real property records (collectively, the “**Original Resolution**”).

J. Pursuant to Resolution No. 2019-11-04 of the District (as it may be amended from time to time, the “**Enforcement Resolution**”), and pursuant to the Landscape Covenants, prior to January 1, 2020, Cimarron provided the Services and from January 1, 2020 forward, the District provides the Covenant Services in accordance with the Covenants and the Enforcement Resolution.

K. The Districts have determined that, in conjunction with the Enforcement Resolution, it is necessary to amend, restate and replace the Original Resolution with this Resolution, effective as of the Effective Date (defined herein).

L. The District has determined that in order to meet the costs of providing the Services pursuant to the Landscape Covenants, the District shall impose certain Landscaping and Snow Removal Fees, as further described below, on the Property.

M. Capital Consultants Management Corporation is under contract with the Districts to provide management services to the Districts (the “**District Manager**”).

N. The Districts have determined that for efficiency purposes, it is appropriate for the District Manager to collect the Landscaping and Snow Removal Fees from each Unit within the Property on behalf of the Districts and remit the Fees to the District.

O. This Resolution shall be recorded on the Property to put the current and future owners of the Property on notice of the imposition and collection of the Landscaping and Snow Removal Fees.

NOW, THEREFORE, BE IT RESOLVED by the Boards of Directors of Cimarron Metropolitan District and Vauxmont Metropolitan District (the “**Boards**”), as follows:

1. By its execution hereof, Cimarron hereby recognizes the District’s acceptance of responsibility for the Services by virtue of the Enforcement Resolution, effective as of the Effective Date. Cimarron acknowledges, as of the Effective Date, the Original Resolution shall be replaced and superseded by this Resolution. As of the Effective Date, the District shall have the right and obligation to enforce any delinquent or otherwise unpaid amounts outstanding under the Original Resolution in the same manner and method as set forth in the Original

Resolution, as it is the intent of this Resolution that the District be assigned the rights and obligations of the Original Resolution.

2. The Board of Directors of the District does hereby determine that it is in the best interests of the District and its taxpayers and inhabitants that the District impose the following Fees on each Unit within the Property. The District Manager shall collect the Fees on behalf of the District and remit the Fees to the Financing. The Fees shall be collected in accordance with Section 2 herein and shall collectively include the following:

(a) **Landscaping and Snow Removal Fee.** A monthly fee of One Hundred Ten Dollars (\$110.00) will be charged to each Unit (the “**Landscaping and Snow Removal Fee**”). The Landscaping and Snow Removal Fee will cover the cost of snow removal, as further described in the Landscape Covenants, and the cost of the maintenance, repair, and replacement of front yard landscaping and adjacent tree lawns, as further described in the Landscape Covenants, regardless of when such landscaping is installed. The Landscaping and Snow Removal Fee may be amended from time-to-time in the Board’s sole discretion.

(b) **Late Fee.** A late fee of Fifteen Dollars (\$15.00) per quarter will be added to all past due accounts (the “**Late Fee**”).

2. **Billing Procedure.** Each Unit will be billed quarterly by the District Manager, which may be pro-rated, in advance, for Services provided through the following quarter subject to the following procedure:

(a) **Invoicing.** Invoices for the Landscaping and Snow Removal Fees will be sent to each Unit in the month prior to the Due Date, as defined herein. Payment is due on the first day of each quarter (the “**Due Date**”). Invoices will provide all amounts currently due, including all amounts past due, as defined below, and all Late Fees currently owing on the account.

(b) **Automatic Payments.** Each Unit has the option to enroll in automatic payments (“**ACH**”) through the District Manager. If the Unit elects to enroll in ACH payments, it is the responsibility of each Unit to contact the District Manager to acquire the appropriate paperwork and enroll. ACH payments will be withdrawn monthly.

(c) **Past Due Payments.** Payment will become past due thirty (30) days after the Due Date (the “**Past Due Date**”). If payment is not received prior to the Past Due Date, a reminder letter will be mailed to those Units which have not previously become past due. The reminder letter will be sent as a one-time courtesy reminder. Units that have received a reminder letter will not be issued a reminder for future delinquencies. The letter will state that payment must be received not later than ten days of the mailing date of the reminder letter. Payments made will be applied to Late Fees first.

3. **Default.** In the event that any such fee established hereunder remains unpaid six (6) months after its Due Date (“**Default**”), the District Manager and/or district counsel shall be authorized to institute such remedies and collection proceedings for any and all outstanding amounts as may be authorized under Colorado law. All collections efforts shall be made

pursuant to, and in accordance with, applicable state and federal laws. The defaulting property owner shall pay all collections costs, including attorneys' fees, incurred by the District in connection with the foregoing. The District Manager shall attempt to collect all past due fees and collections costs from the defaulting property owner.

4. **Termination of Services.** Service to any Unit for which any Landscaping and Snow Removal Fees established hereunder remains unpaid six (6) months after its Due Date may be discontinued by the District. The District will provide written notification to each Unit at least ten (10) days before the Services are terminated (the “**Notice of Termination**”).

5. **Perpetual Lien.** Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all Landscaping and Snow Removal Fees, until paid, shall constitute a perpetual lien on and against the Property to be served by the District. Except for the lien against the Property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Landscaping and Snow Removal Fees 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.

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

7. **Effective Date.** This Resolution shall replace and supersede the Original Resolution and shall be effective as of January 1, 2020 (the “**Effective Date**”).

8. **Additional Information.** Inquiries pertaining to the Fees may be directed to Vauxmont Metropolitan District, care of the District Manager, Capital Consultants Management Corporation, at (303) 390-1222.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SECOND AMENDED AND RESTATED JOINT
RESOLUTION OF CIMARRON METROPOLITAN DISTRICT AND VAUXMONT
METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF LANDSCAPING
AND SNOW REMOVAL FEES**

APPROVED AND ADOPTED this 20th day of November, 2019.

CIMARRON METROPOLITAN DISTRICT

By: 

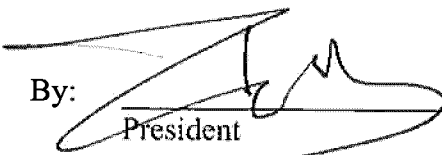
President

Attest:



Secretary

VAUXMONT METROPOLITAN DISTRICT

By: 

President

Attest:



Secretary

**EXHIBIT A
PROPERTY**

THE FOLLOWING PROPERTY AS SHOWN ON THE PLAT OF CANDELAS FILING NO. 1, RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO, AT RECEPTION NUMBER 2011039877, AS AMENDED AND SUPPLEMENTED:

Lots 1 through 13, inclusive, Block 12,
Lots 1 through 9, inclusive, Block 13,
Lots 1 through 4, inclusive, Block 14,
Lots 1 through 4, inclusive, Block 15,
Lots 1 through 3, inclusive, Block 16,
Lots 1 through 4, inclusive, Block 17,
Lots 1 through 16, inclusive, Block, 19,
Lots 1 through 13, inclusive, Block 20.