

**RIDGELINE VISTA METROPOLITAN DISTRICT
c/o Community Resource Services of Colorado, LLC
7995 E Prentice Ave., Suite 103E,
Greenwood Village, CO 80111
303-381-4960**

April 16, 2025

Adams County Clerk & Recorder: clerk@adcogov.org

Division of Local Government: on-line portal

Office of the State Auditor: on-line portal

Adams Board of County Commissioners: commissioners@adcogov.org

RE: 2024 – Annual Report

To Whom it may Concern:

Enclosed for your records is the annual report for 2024 for the below captioned district.

Please contact Rhonda S Bilek with any questions or concerns at rbilek@crsofcolorado.com Sincerely,

**BY ORDER OF THE BOARD OF DIRECTORS:
RIDGELINE VISTA METROPOLITAN DISTRICT**

**By: /s/ COMMUNITY RESOURCE SERVICES OF
COLORADO**

**RIDGELINE VISTA METROPOLITAN DISTRICT
COUNTY OF ADAMS, STATE OF COLORADO**

ANNUAL REPORT FOR FISCAL YEAR 2024

Pursuant to the Service Plan for the Ridgeline Vista Metropolitan District (the “District”), the District is required to provide an annual report to the County of Adams (the “County”) with regard to the following matters:

For the year ending December 31, 2024, the District makes the following report:

1. Boundary changes made or proposed to the District’s boundary as of December 31 of the prior year;

No boundary changes were made during the reporting period.

2. Copy of the District’s budget resolution for the current year and any budget amendments from the prior year;

2025 Final Budget and if applicable any budget amendments. ‘attachment A’

3. Copy of the District’s rules and regulations, if any, as of December 31 of the prior year;

The District Rules and Regulations Governing Enforcement of Covenants and Restrictions signed as of November 2024 ‘attachment B’

4. Copy of any resolution or fee schedules adopted by the District relating to imposition of fees, public improvement fees, or special assessments by the District.

The District Rules and Regulations Governing Enforcement of Covenants and Restrictions signed as of November 2024 ‘attachment B’

5. A summary of any litigation which involves the Public Improvements as of December 31, of the prior year;

There is no litigation involving public improvements.

6. Status of the District’s construction of the Public Improvements as of December 31 of the prior year;

Completion of the landscaping at the intersection of homestead Ave and Baseline Road and at the Entry Monument. ‘attachment C’

7. A list of all public improvements constructed by the District that have been dedicated to and accepted by the City as of December of the prior year;

No public improvements constructed by the District nor any dedication to the City in 2024.

8. A list of all public improvements that are owned and/or operated and maintained by the District, including identification of the standards by which the public improvements are required to be operated and maintained;

No public improvements, owned, operated or maintained by the District were implemented during the reporting year.

9. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any debt instrument;

The District does not have any uncured events of default.

10. 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 has made payments to its obligations

11. Any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan;

No alteration or revisions

12. Copy of the disclosure notice required by paragraph 5 of the Intergovernmental Agreement.

There is no litigation therefore, not applicable

BUDGET RESOLUTION

(2025)

CERTIFIED COPY OF RESOLUTION

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

At the special meeting of the Board of Directors of Ridgeline Vista Metropolitan District, City of Brighton, County of Adams, Colorado, held at 10:00 AM on Wednesday, November 20, 2024, at 327 E Bridge St, Brighton, Colorado 80601, by videoconference and by teleconference, there were present:

- Eric Eckberg
- Richard Spurway
- Augdon Greening
- Gary Duke
- Chelsey Green

Also present was Michael Davis and Marisa Davis of the Law Office of Michael E. Davis, LLC (“District Counsel”)

District Counsel reported that, prior to the meeting, legal counsel had notified each of the directors of the date, time and place of this meeting and the purpose for which it was called. District Counsel further reported that this is a special meeting of the Board of Directors of the District and that a notice of the meeting was posted on the District’s public website or at a public place within the boundaries of the District pursuant to applicable statutes and at the Adams County Clerk and Recorder’s Office, and to the best of their knowledge, remains posted to the date of this meeting.

Thereupon, Director Duke introduced and moved the adoption of the following Resolution:

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND, ADOPTING A BUDGET, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR TO HELP DEFRAY THE COSTS OF THE GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE RIDGELINE VISTA METROPOLITAN DISTRICT, CITY OF BRIGHTON, ADAMS COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2025 AND ENDING ON THE LAST DAY OF DECEMBER, 2025.

WHEREAS, the Board of Directors (the “Board”) of the Ridgeline Vista Metropolitan District (the “District”) has authorized its consultants, treasurer and legal counsel to prepare and submit a proposed budget to said governing body no later than October 15, 2024; and

WHEREAS, the proposed 2025 budget has been submitted to the Board for its consideration; and

WHEREAS, upon due and proper notice, posted in accordance with Colorado law and published on November 14, 2024 in the Brighton Standard-Blade, said proposed budget was open for inspection by the public at a designated place, a public hearing was held at 10:00 AM on Wednesday, November 20, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF RIDGELINE VISTA METROPOLITAN DISTRICT, ADAMS COUNTY, COLORADO, AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein (the “Budget”), including without limitation the estimated revenues and expenditures for each fund included therein, is hereby approved and adopted as the budget of the District for fiscal year 2025. In the event of recertification of values by the County Assessor’s Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Appropriations. The amounts set forth as expenditures for each fund in the Budget are hereby appropriated for each such fund.

Section 3. Mill Levy Adjustment. When developing the Budget, consideration was given to any changes in method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines that in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 4. Budget Certification. The Budget shall be certified by a director on the board of directors of the District and shall be made a part of the public records of the District.

Section 5. Certification of Mill Levies. For the purposes of meeting all of the District's general operating expenses, debt service obligations, contractual obligations, and capital expenditure obligations, as well as funding any applicable refunds or abatements during the 2025 budget year, the applicable mill levies set forth in the Budget are hereby adopted and approved. The attorney, accountant or manager for the District is hereby authorized and directed to certify to the Adams County Board of County Commissioners, no later than December 15, 2024, the mill levies for the District as set forth in the Budget. Such certification shall be in compliance with the requirements of Colorado law.

Section 6. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the Budget, and budget message with the Division of Local Government by January 30 of the ensuing year.

The foregoing Resolution was seconded by Director Spurway.

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 20, 2024.

RIDGELINE VISTA METROPOLITAN DISTRICT

Signed by
Eric Eckberg
45865A2E0F9540D...

By: _____
Eric Eckberg, President

ATTEST:
DocuSigned by:

Dick Spurway
A6880681A92446F...

Richard Spurway, Secretary

APPROVED AS TO FORM:
LAW OFFICE OF MICHAEL E. DAVIS, LLC

Michael E. Davis

As General Counsel to the District

STATE OF COLORADO
COUNTY OF ADAMS
RIDGELINE VISTA METROPOLITAN DISTRICT

I, Richard Spurway, hereby certify that I am a director and the duly elected and qualified Secretary of Ridgeline Vista Metropolitan District (the "District"), and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District adopted at a meeting of the Board of Directors of the District held at 10:00 AM on Wednesday, November 20, 2024, at 327 E Bridge St, Brighton, Colorado 80601, by videoconference at <https://us06web.zoom.us/j/81501589039?pwd=L8SoCsxOmXbrNcnmRfXDnDp0uUmY18.1>, and by teleconference at (720) 707-2699, Meeting ID: 815 0158 9039, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2025; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name on November 20, 2024.

DocuSigned by:

A6880681A92446F...

Richard Spurway (Secretary), Secretary/Treasurer

EXHIBIT A
2025 BUDGET DOCUMENT & BUDGET MESSAGE FOR
RIDGELINE VISTA METROPOLITAN DISTRICT

**RIDGELINE VISTA METROPOLITAN DISTRICT
BUDGET MESSAGE**

SUMMARY OF SIGNIFICANT ASSUMPTIONS

Disclosures contained in this budget message, as presented by management, are those that are believed to be significant as of the date that the Budget is filed with the Division of Local Government and are not intended to be all inclusive. The disclosures are intended to describe assumptions used during the preparation of the annual Budget. Actual results may differ from the prospective results contained in the Budget.

Services Provided. The District was organized to provide financing, construction, installation, acquisition, and operation of certain public improvements and facilities pursuant to its service plan and applicable law. Such public improvements and facilities include, among other things, streets, street lighting, traffic and safety controls, water improvements, sanitary sewer and storm drainage improvements, landscaping, and park and recreation improvements. The District has no employees, and all operations and administrative functions are contracted. The District prepares its budget on the modified accrual basis of accounting.

Revenue. The primary source of funds for operations, administration and capital expenditures during the budget year is developer advances. The District does not anticipate any revenue that is subject to TABOR, and therefore the Budget contains no TABOR emergency reserve fund.

Administrative Expenses. Administrative expenses have been budgeted based on estimates of the District's Board of Directors and consultants to include services necessary to maintain the District's administrative viability, such as legal, accounting, managerial, general engineering, insurance, meeting expenses, and other administrative costs and expenses.

Ridgeline Vista Metropolitan District
GENERAL FUND
2025 ADOPTED BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,

	<u>2023 Actual</u>	<u>2024 Estimated</u>	<u>2025 Adopted</u>
REVENUES			
Property taxes	\$ 1,266	\$ 38,676	\$ 43,540
Specific ownership taxes	81	1,530	2,177
Administrative fee	2,550	17,300	15,300
Operations and maintenance fee	8,847	42,415	97,410
Miscellaneous	45	-	-
Total revenues	<u>12,789</u>	<u>99,921</u>	<u>158,427</u>
EXPENDITURES			
Audit	9,232	9,666	10,000
County treasurer fees	19	580	653
District management and accounting	37,888	80,000	65,000
Dues and subscriptions	313	375	1,000
Election	-	-	10,000
Insurance and bonds	2,821	2,671	3,000
Landscape tracks and pocket park	-	5,000	50,000
Legal	15,272	18,000	18,000
Miscellaneous	39	2,000	2,000
Trash collection	1,094	5,600	20,000
Utilities	-	-	10,000
Emergency reserve	-	-	5,400
Total expenditures	<u>66,678</u>	<u>123,892</u>	<u>195,053</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(53,889)</u>	<u>(23,971)</u>	<u>(36,626)</u>
OTHER FINANCING SOURCES (USES)			
Developer advances	52,100	30,000	41,000
Transfer to/from capital projects fund	6,465	(3,841)	-
Transfer to debt service fund	(4,118)	(5,000)	(5,000)
Total other financing sources (uses)	<u>54,447</u>	<u>21,159</u>	<u>36,000</u>
NET CHANGE IN FUND BALANCE	558	(2,812)	(626)
BEGINNING FUND BALANCE	<u>3,678</u>	<u>4,236</u>	<u>1,424</u>
ENDING FUND BALANCE	<u>\$ 4,236</u>	<u>\$ 1,424</u>	<u>\$ 798</u>

**Ridgeline Vista Metropolitan District
DEBT SERVICE FUND
2025 ADOPTED BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2023 Actual	2024 Estimated	2025 Adopted
REVENUES			
Property taxes	\$ 6,331	\$ 193,374	\$ 217,696
Specific ownership taxes	406	7,652	10,885
Oil and gas revenue	59	30	100
Interest	63,836	50,000	30,000
Total revenues	<u>70,632</u>	<u>251,056</u>	<u>258,681</u>
EXPENDITURES			
Bond payment - interest	447,825	447,825	447,825
County treasurer fees	94	2,901	3,265
Paying agent and cash management fees	7,109	9,000	9,000
Total expenditures	<u>455,028</u>	<u>459,726</u>	<u>460,090</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(384,396)</u>	<u>(208,670)</u>	<u>(201,409)</u>
OTHER FINANCING SOURCES			
Transfer from general fund	4,118	5,000	5,000
Total other financing sources	<u>4,118</u>	<u>5,000</u>	<u>5,000</u>
NET CHANGE IN FUND BALANCE	(380,278)	(203,670)	(196,409)
BEGINNING FUND BALANCE	<u>1,350,273</u>	<u>969,995</u>	<u>766,325</u>
ENDING FUND BALANCE	<u>\$ 969,995</u>	<u>\$ 766,325</u>	<u>\$ 569,916</u>

Ridgeline Vista Metropolitan District
CAPITAL PROJECTS FUND
2025 ADOPTED BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,

	2023 Actual	2024 Estimated	2025 Adopted
REVENUES			
Interest	\$ 267,904	\$ 150,000	\$ 150,000
Total revenues	267,904	150,000	150,000
EXPENDITURES			
Capital outlay	3,512,972	500,000	2,902,937
Developer advance repayments - principal	1,390,522	-	-
Paying agent and cash management fees	13,050	10,000	10,000
Total expenditures	4,916,544	510,000	2,912,937
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(4,648,640)	(360,000)	(2,762,937)
OTHER FINANCING SOURCES (USES)			
Developer advances	1,815,167	-	-
Transfer to/from general fund	(6,465)	3,841	-
Total other financing sources (uses)	1,808,702	3,841	-
NET CHANGE IN FUND BALANCE	(2,839,938)	(356,159)	(2,762,937)
BEGINNING FUND BALANCE	5,959,034	3,119,096	2,762,937
ENDING FUND BALANCE	\$ 3,119,096	\$ 2,762,937	\$ -

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of ADAMS COUNTY, Colorado.

On behalf of the RIDGELINE VISTA METROPOLITAN DISTRICT,
(taxing entity)^A

the BOARD OF DIRECTORS
(governing body)^B

of the RIDGELINE VISTA METROPOLITAN DISTRICT
(local government)^C


Hereby officially certifies the following mills to be levied against the taxing entity's GROSS assessed valuation of: \$ 4,179,300
(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ _____
(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATIN OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/11/2024 for budget/fiscal year 2025
(not later than Dec. 15) (dd/mm/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>10.418</u> mills	\$ <u>43,540</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	10.418 mills	\$ 43,540
3. General Obligation Bonds and Interest ^J	<u>52.089</u> mills	\$ <u>217,696</u>
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	62.506 mills	\$ 261,236

Contact person: (print) Sue Blair, CRS of Colorado, LLC Daytime phone: 303-381-4968

Signed:  Title: CEO

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

CERTIFICATION OF TAX LEVIES, continued
RIDGELINE VISTA METROPOLITAN DISTRICT

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1.	Purpose of Issue:	<u>Capital Improvements</u>
	Series:	<u>General Obligation Bonds</u>
	Date of Issue:	<u>Anticipated Issuance in January 2021</u>
	Coupon Rate:	<u>To be determined at closing</u>
	Maturity Date:	<u>30 year</u>
	Levy:	<u>52.089</u>
	Revenue:	<u>\$217,696</u>

2.	Purpose of Issue:	_____
	Series:	_____
	Date of Issue:	_____
	Coupon Rate:	_____
	Maturity Date:	_____
	Levy:	_____
	Revenue:	_____

CONTRACTS^K:

3.	Purpose of Contract:	_____
	Title:	_____
	Date:	_____
	Principal Amount:	_____
	Maturity Date:	_____
	Levy:	_____
	Revenue:	_____

4.	Purpose of Contract:	_____
	Title:	_____
	Date:	_____
	Principal Amount:	_____
	Maturity Date:	_____
	Levy:	_____
	Revenue:	_____

Use multiple copies of this page as necessary to report all bond and contractual obligations.

Mill Levy Public Information
Pursuant to 39-1-125 C.R.S.

Counties can ask local governments to submit this form to the county by December 15th pursuant to 39-1-125 (1) (c) C.R.S. Local governments, please verify with the county whether they would like you to use this form or a different process to provide this information.

Taxing Entity Information

Taxing Entity: 530 – Ridgeline Vista Residential Metro District
County: Adams County
DOLA Local Government ID Number: 36-4962851
Subdistrict Number (if applicable): _____
Budget/Fiscal Year: 2025

Mill Levy Information

1. Mill Levy Name or Purpose: General and Debt Service Funds
2. Mill Levy Rate (Mills) : GF 10.418 DSF 52.089
3. Previous Year Mill Levy Rate (Mills) : GF 10.418 DSF 52.089
4. Previous Year Mill Levy Revenue Collected : GF \$38,676 DSF \$193,374
5. Mill Levy Maximum Without Further Voter Approval: Unlimited
6. Allowable Annual Growth in Mill Levy Revenue : Yes
7. Actual Growth in Mill Levy Revenue Over the Prior Year: \$34,720
8. Is revenue from this mill levy allowed to be retained and spent as a voter-approved revenue change pursuant to section 20 (7)(b) of Article X of the State Constitution (TABOR)? Yes
9. Is revenue from this mill levy subject to the Statutory Property Tax (5.5%) Limit in 29-1-301 C.R.S.? No
10. Is revenue from this mill levy subject to any other limit on annual revenue growth enacted by the local government or another local government? Not to my actual knowledge
11. Does the mill levy need to be adjusted or does a temporary mill levy reduction need to be used in order to collect a certain amount of revenue? If “Yes”, what is the amount?
No
12. Other or additional information:

Contact Information

Contact Person: Sue Blair
Title: Manager
Phone: 303.381.4960
Email: sblair@crsofcolorado.com

**RESOLUTION TO AMEND 2024 BUDGET
RIDGELINE VISTA METROPOLITAN DISTRICT**

WHEREAS, the Board of Directors of Ridgeline Vista Metropolitan District (the “District”) certifies that at a special meeting of the Board of Directors of the District held on November 20, 2024 regarding an amendment to the 2024 budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for the fiscal year 2023 as follows:

General Fund	\$ 134,280
Debt Service Fund	\$ 459,726
Capital Projects Fund	\$ 2,964,961

WHEREAS, the necessity has arisen for appropriation and expenditure of funds from the General Fund in excess of those appropriated for fiscal year 2024, as reflected by satisfactory evidence presented to the Board of Directors at this meeting.

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of the adoption of the budget.

WHEREAS, funds are available for the additional expenditures.

WHEREAS, upon due and proper notice, published and/or posted in accordance with law, the proposed budget amendment was available for inspection by the public at a designated public office, a hearing was held on November 20, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District shall and hereby does amend the adopted budget for fiscal year 2024, as follows:

General Fund	\$ 172,733
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BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the General Fund for the purposes stated.

ADOPTED AND APPROVED ON NOVEMBER 20, 2024.

Signed by:
ERIC ECKBERG
RIDGELINE VISTA METROPOLITAN DISTRICT
45865A2E0F9540D...

Eric Eckberg, President

STATE OF COLORADO

COUNTY OF ADAMS

RIDGELINE VISTA METROPOLITAN DISTRICT

I, Richard Spurway (Secretary), hereby certify that I am a director and the duly elected and qualified Secretary of the Ridgeline Vista Metropolitan District (the "District"), and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District adopted at a meeting of the Board of Directors of the District held at 10:00 a.m. on November 20, 2024, at 327 E Bridge St, Brighton, Colorado 80601, and via videoconference at:

<https://us06web.zoom.us/j/81501589039?pwd=L8SoCsxOmXbrNcnmRfXDnDp0uUmY18.1>

and by teleconference at +1 719 359 4580, Meeting ID: 815 0158 9039, Passcode: 050652 as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for the amended budget for fiscal year 2023; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name November 20, 2024.

DocuSigned by:
Dick Spurway
A6880681A92446F...

By: _____

Richard Spurway, Secretary

EXHIBIT A

**Ridgeline Vista Metropolitan District
GENERAL FUND
2024 AMENDED BUDGET**

	<u>Adopted</u>	<u>Amended</u>
REVENUES		
Property taxes	\$ 38,676	\$ 38,676
Specific ownership taxes	1,934	1,530
Administrative fee	6,120	17,300
Operations and maintenance fee	35,360	42,415
Total revenues	<u>82,090</u>	<u>99,921</u>
EXPENDITURES		
Audit	10,000	9,666
County treasurer fees	580	580
District management and accounting	40,000	80,000
Dues and subscriptions	1,300	375
Insurance and bonds	3,000	2,671
Landscape tracks and pocket park	45,000	45,000
Legal	18,000	18,000
Miscellaneous	2,000	2,000
Trash collection	5,600	5,600
Emergency reserve	3,800	-
Total expenditures	<u>129,280</u>	<u>163,892</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(47,190)</u>	<u>(63,971)</u>
OTHER FINANCING SOURCES (USES)		
Developer advances	55,000	70,000
Transfer from capital fund	-	(3,841)
Transfer to debt service fund	(5,000)	(5,000)
Total other financing sources (uses)	<u>50,000</u>	<u>61,159</u>
NET CHANGE IN FUND BALANCE	2,810	(2,812)
BEGINNING FUND BALANCE	<u>477</u>	<u>4,236</u>
ENDING FUND BALANCE	<u>\$ 3,287</u>	<u>\$ 1,424</u>

**RESOLUTION OF THE BOARD OF DIRECTORS OF
RIDGELINE VISTA METROPOLITAN DISTRICT
ADOPTING POLICIES AND AMENDED RULES AND REGULATIONS
GOVERNING ENFORCEMENT OF THE COVENANTS AND RESTRICTIONS
OF RIDGELINE VISTA**

WHEREAS, the Ridgeline Vista Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its service plan, approved by the City of Brighton, Colorado on July 2, 2019; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power to adopt, amend and enforce bylaws and rules and regulations not to conflict with the constitution and laws of the State for carrying on the business, objects, and affairs of the Board of Directors (the “Board”) and of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(j)(I), *et seq.*, C.R.S., the District has the power to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the District; and

WHEREAS, pursuant to Section 32-1-1004(8), C.R.S., the District may provide covenant enforcement and design review services within the District’s boundaries if the declaration or similar document containing the covenants to be enforced for the area within the District name the District as the enforcement entity;

WHEREAS, CW-Blue Sky, LLC (the “Developer”) recorded those certain Covenants and Restrictions of Ridgeline Vista (the “Covenants”) on March 23, 2021, in the real property records of Adams County, Colorado, at Reception No. 2021000035295; and

WHEREAS, the Covenants provide that it is the intention of the Developer to empower the District to provide certain services to the residents of the District, including covenant enforcement and design review (the “Services”); and

WHEREAS, pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal Rules and Regulations regarding the enforcement of the Covenants and otherwise concerning and governing the property that is subject to the Covenants (the “Property”); and

WHEREAS, pursuant to the Covenants, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions with respect to any violation(s) or alleged violation(s) of the Covenants; and

WHEREAS, the District desires to provide for the orderly and efficient enforcement of the Covenants by adopting rules and regulations governing the enforcement of the Covenants; and

WHEREAS, by way of resolution on May 12, 2023, the Board adopted the Rules and Regulations Governing Enforcement of Covenants, Conditions and Restrictions of Ridgeline Vista, as amended on May 29, 2024 by that certain resolution of the Board Amending and Ratifying the Rules and Regulations Governing Enforcement of Covenants and Restrictions of Ridgeline Vista and Imposing District Fees on the Property; and

WHEREAS, as a result of legislative changes enacted by HB24-1267 and signed into law by the Governor of the State of Colorado on April 19, 2024, the Board has determined the need to amend the Rules and Regulations that were previously adopted on May 4, 2020, as amended on May 29, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIDGELINE VISTA METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board hereby adopts the Policies and Amended Rules and Regulations Governing Enforcement of the Covenants and Restrictions of Ridgeline Vista as described in Exhibit A, attached hereto and incorporated herein by this reference (the “Amended Rules and Regulations”).

2. The Board declares that the Amended Rules and Regulations are effective as of November 20, 2024.

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

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APPROVED AND ADOPTED this 20th day of November, 2024.

RIDGELINE VISTA METROPOLITAN

Signed by:
DISTRICT
Eric Eckberg
45865A2E0F9540D...

J. Eric Eckberg, President

Attested by:
ATTEST:
Dick Spurway
A6880681A92446F...

By: Richard Spurway, Secretary

EXHIBIT A
Policies and Amended Rules and Regulations Governing Enforcement of the
Covenants and Restrictions of Ridgeline Vista

**POLICIES AND AMENDED RULES AND REGULATIONS GOVERNING
ENFORCEMENT OF THE COVENANTS AND RESTRICTIONS OF
RIDGELINE VISTA**

Adopted and Enforced by the Board of Directors of Ridgeline Vista Metropolitan District

Effective: November 20, 2024

Preamble

The Board of Directors (the “Board”) of the Ridgeline Vista Metropolitan District (the “District”) has adopted the following Policies and Amended Rules and Regulations Governing Enforcement of the Covenants and Restrictions of Ridgeline Vista (the “Amended Rules and Regulations”) pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(j)(I.5), 32-1-1001(1)(m), 32-1-1004(8), and 32-1-1004.5, C.R.S., as well as pursuant to the Resolution of the Board of the District adopting the Amended Rules and Regulations, dated November 20, 2024. These Amended Rules and Regulations provide for the orderly and efficient enforcement of the Covenants and Restrictions of Ridgeline Vista, recorded on March 23, 2021, at Reception No. 2021000035295 of the Adams County, Colorado, real property records (the “Covenants”), the contents of which are incorporated herein by reference.

Pursuant to the Covenants, CW-Blue Sky, LLC (the “Developer”) empowered the District to provide certain services to the residents of the District (the “Services”) which include covenant enforcement and design review.

The District, pursuant to its service plan, approved by the City of Brighton, Colorado on July 2, 2019, as it has or may be amended from time to time, and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violations(s) of the Covenants.

Unless otherwise specified, all references to the “District” made herein refers to the Ridgeline Vista Metropolitan District and its Board of Directors, and all references to the Rules and Regulations shall mean the Amended Rules and Regulations as amended hereby. The District has retained a management company (the “Manager”) to assist in managing its affairs, including the assessment and collection of Fines and Service Charges (defined below) for violations of the Covenants under these Amended Rules and Regulations.

**ARTICLE 1.
SCOPE OF AMENDED RULES AND REGULATIONS**

1.1 Scope. These Amended Rules and Regulations shall apply to the enforcement of the Covenants, including the Guidelines that may be adopted pursuant thereto, as well as any reimbursable costs incurred by the District for enforcing the Covenants and for correction of non-compliance with the Covenants, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash, and removal of non-complying landscaping or improvements.

ARTICLE 1.5 DEFINITIONS

1.5.1 “Service Charges” means any fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the District, including but not limited to Covenant enforcement and design review services.

1.5.2 “Fines” means fees, rates, tolls, penalties or charges imposed by the District for a property owner’s violation or alleged violation of the Covenants or architectural control guidelines.

1.5.3 “Impartial Decision-Maker” means a person or a group of persons who is selected by a majority of the Board of Directors of the District: (a) with the authority to make a decision regarding the enforcement of the Covenants pursuant to Section 32-1-1004(8) or Section 32-1-1004.5, C.R.S., including the enforcement of any architectural requirements; and (b) that does not have any direct Personal or Financial Interest in the outcome of the matter being decided.

1.5.4 “Personal or Financial Interest” means that the Impartial Decision-Maker, as a result of the outcome of the matter being decided, would receive a greater benefit or detriment than that of any other property owner who is subject to the Covenants.

ARTICLE 2. POLICIES AND PROCEDURES FOR VIOLATIONS OF THE COVENANTS AND ARCHITECTURAL CONTROL GUIDELINES

2.1 Fact-Finding Process. In accordance with Section 32-1-1004.5(2), C.R.S., for the imposition of Fines the Manager shall follow the policy and procedures set forth herein, including without limitation the procedure described in Article 7, for the purpose of implementing a fair and impartial fact-finding process concerning whether an alleged Covenant or architectural control guideline violation actually occurred and, if so, whether a property owner is responsible for the violation. Such fact-finding process may be conducted in person or virtually but must provide the property owner notice as described herein and an opportunity to be heard before the Impartial Decision-Maker. The Architectural Review Board shall also participate in and attend the fact-finding process.

2.2 Violations. Any Person violating any provisions of the Covenants or architectural control guidelines shall be liable to the District for any expense, loss, or

damage occasioned by reason of such violation and shall also be liable to the District for the Fines set forth in Section 2.3 below in accordance with these Amended Rules and Regulations.

2.3 Notice of Violation or Notice of Non-Compliance. A Notice of Violation or Notice of Non-Compliance (collectively, the “Notice”) shall be sent upon a determination, following investigation, by the Manager to the property owner regarding the nature of the alleged violation, the action or actions required to cure the alleged violation, and the timeline for a fair and impartial fact-finding process. Such Notice shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

a. Class I Violation: a violation that, in the sole discretion of the Board, can be corrected immediately and/or does not require submission to, and approval by, the Board or the Architectural Review Committee (the “ARC”) of any plans specifications, Class I Violations include, but are not limited to, parking violations, trash violations, nuisances, and other violations of the Covenants. Class I Violations can in most cases be corrected within seven (7) days of notification. If the violation is not corrected within seven (7) days of notification or such longer period as required by the Covenants, the District may take any appropriate action necessary to remedy the violation, including by not limited to, abatement or unsightly conditions, towing and storage of improperly parked vehicles, and removal of trash, etc.

b. Class II Violations: a violation that, in the sole discretion of the Board, cannot be corrected immediately and/or requires plans and specifications to be submitted to, and approval by, the Board or the ARC prior to any corrective action. Class II Violations include, but are not limited to, violations of the Covenants related to landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within forty-five (45) days of receipt of the Notice. If the violation is not corrected within forty-five (45) days of receipt of the Notice, the District may take any appropriate action necessary to remedy the violation, including but not limited to, removing the non-complying landscaping or improvement, or recording a notice of non-compliance against the Property pursuant to Section 2.11 of the Covenants.

2.4 Fines. The schedule of Fines for violations of the Covenants or architectural control guidelines is specified below, including the Fines that may be imposed for alleged violations that are continuous or repetitive in nature:

- a. First Offense – the Notice of Violation/Notice of Non-Compliance, no Fine.
- b. Second Offense – a Fine of One Hundred Dollars (\$100).
- c. Third Offense – a fine of Two Hundred Fifty Dollars (\$250).
- d. Continuing Violation – a fee of Two Hundred Fifty Dollars (\$250) for each day the violation continues for two or more days without interruption (each day constitutes a separate offense).

- e. Repetitive Violation – a fee of Two Hundred Fifty Dollars (\$250) for each incident of the violation if the violation occurs for two or more days but is not a Continuing Violation.

2.5 Certification of Delinquent Accounts. In addition to any other means provided by law, the Board, by resolution and at a public meeting held after notice has been provided to an affected property owner, may elect to have delinquent Fines made or levied for covenant enforcement and design review services certified to the treasurer of Adams County, and for such delinquent Fines to be collected and paid over by the treasurer of Adams County in the same manner as taxes are authorized to be collected and paid over pursuant to Section 39-10-107, C.R.S.

2.6 Reimbursement for Costs. For any property owner’s failure to comply with the Covenants or Design Review Guidelines, the District, without needing to commence a legal proceeding, may seek reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of the failure to comply. Notwithstanding any law to the contrary, the District shall not commence or maintain a legal action to enforce the terms of any building restriction contained in the Covenants or to compel the removal of any building or improvement because of a violation of the terms of any such building restriction unless the action is commenced within one year after the date that the District first knew or, in the exercise of reasonable diligence, should have known of the violation forming the basis of the action.

**ARTICLE 3.
LATE FEE**

3.1 Late Fee. Any Fines or Service Fees that have not been paid by the applicable due date shall be considered delinquent (the “Delinquent Account”). A Late Fee of \$15.00 shall be charged on all Delinquent Accounts in addition to any amounts expended by the District to cure a violation of the Covenants or Design Review Guidelines or amounts expended by the District to repair damages caused as a result of a violation of the Covenants or Design Review Guidelines.

**ARTICLE 4.
POLICY AND PROCEDURE GOVERNING THE IMPOSITION OF
SERVICE CHARGES**

The policies and procedures set forth herein shall be implemented in order to ensure an orderly, fair, and impartial execution of the collections process for Service Charges in compliance with applicable law. In no event shall the District impose Fines on a property owner for an alleged violation of the Covenants or architectural control guidelines except in accordance with the policies and rules set forth in Article 2 of these Amended Rules and Regulations.

4.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the District has the power to fix and from time to time to increase or decrease the Service Charges and Fines, and all such Service Charges and Fines, until paid, shall constitute a perpetual lien on and against the affected property served by the District and, except as provided by Section 32-1-1001(1)(j)(I.5), C.R.S., any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. 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 Service Charges 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. Notwithstanding the foregoing, pursuant to Section 32-1-1004.5(3)(b)(II), C.R.S., the District shall not foreclose on any lien that arises from amounts that a property owner owes the District as a result of a violation or enforcement of a failure to comply with the Covenants or architectural control guidelines (i.e., the District shall not foreclose on any lien that arises from Fines).

2.7 Manager's Collection Procedures for Service Charges. The Manager shall be responsible for collecting Service Charges and Fines imposed by the District.

2.7.1 In the event payment of a Service Charge is delinquent, the Manager shall perform the procedures listed below:

a. Once a Service Charge is fifteen (15) business days past due, a delinquent payment reminder letter shall be sent to the address of the last known owner of the Property according to the Manager's records (the "Reminder Letter"). In the event the above mailing is returned as undeliverable, the Manager shall send a second copy of the Reminder Letter to: (i) the Property; and (ii) the address of the last known owner of the Property, as found in the real property records of the Adams County Clerk and Recorder (collectively, the "Property Address"). Said Reminder Letter shall request prompt payment of the Service Charge amounts due and owing.

b. On the fifteenth (15th) business day of the month following the due date for the payment of Service Charges, a warning letter shall be sent to the Property Address requesting prompt payment and warning of further legal action should the Property owner fail to pay the total amount due and owing (the "Warning Letter"). Along with the Warning Letter, a summary of these Amended Rules and Regulations, and 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 shall also be sent.

c. Once the total Service Charge amount due and owing on the Property, inclusive of Interest and Costs of Collections, as defined below, has exceeded One Hundred Twenty Dollars (\$120) and the Manager has performed its duties outlined in Sections 4.2 (a) and (b) of these Amended Rules and Regulations, but no sooner than the first (1st) business day of the month following the postmark date of the Warning Letter, the Manager shall refer the Delinquent Account to the District's legal counsel ("Legal Counsel"). At the time of such referral, the Manager shall provide Legal Counsel

with copies of all notices and letters sent to the property owner along with a copy of the most recent account ledger for the Delinquent Account.

d. Upon referral of a Delinquent Account in connection with Service Charges from the Manager, Legal Counsel shall perform the following:

- (i) Upon referral of the Delinquent Account from the Manager, a demand letter shall be sent to the Property Address, notifying the Property owner that his/her Property has been referred to Legal Counsel for further collections enforcement, including the filing of a lien against the Property (the "Demand Letter") for delinquent Service Charges. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total Service Charge amount due and owing to the District according to the records of the Manager shall also be sent.
- (ii) No earlier than thirty (30) business days from the date of the Demand Letter, a Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall be sent to the Property Address notifying the Property owner that a lien will be filed no sooner than ten (10) days from the postmark date of the Notice of Intent to File Lien Statement postmark date (the "Notice of Intent").
- (iii) No earlier than ten (10) days from the postmark date of the Notice of Intent, a lien for the total amount due and owing as of the date of the lien shall be recorded against the Property with the Adams County Clerk and Recorder's Office; all Service Charges, Interest and Costs of Collection (as defined below) 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.

ARTICLE 5. COSTS OF COLLECTION

5.1 Costs of Collections. "Costs of Collections" are generated by the Manager and Legal Counsel's collection efforts. They consist of, but are not limited to, the following fixed rates and hourly fees and costs:

a. Action Fees. The following fixed rate fees shall be charged to a Delinquent Account once the corresponding action has been taken by either the Manager or Legal Counsel:

- i. Reminder Letter Fee. There shall be no charge for the Reminder Letter – this action is performed by the Manager.
- ii. Warning Letter Fee. Ten Dollars (\$10) per Warning Letter sent – this action is performed by the Manager.

- iii. Demand Letter Fee. Sixty Dollars (\$60) per Demand Letter sent – this action is performed by the Manager.
- iv. Notice of Intent Fee. One Hundred Twenty Dollars (\$120) per Notice of Intent – this action is performed by Legal Counsel.
- v. Lien Recording Fee. One Hundred Fifty Dollars (\$150) per each lien recorded on the Property – this action is performed by Legal Counsel.
- vi. Lien Release Recording Fee. One Hundred Fifty Dollars (\$150) per each lien release recorded on the Property – this action is performed by Legal Counsel.

b. Attorney Hourly Fees and Costs. After a lien has been filed, all hourly fees and costs negated by Legal Counsel to collect unpaid Fees and Charges shall also be assessed to the Delinquent Account.

5.2 Recovery of Costs of Collections. In accordance with Section 29-1-1102(8), C.R.S., nothing in these Amended Rules and Regulations shall be construed to prohibit the District from recovering all the Costs of Collections whether or not outlined above.

ARTICLE 6. WAIVER OF INTEREST AND COSTS OF COLLECTIONS

6.1 Waiver of Interest. The Manager and Legal Counsel shall each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Interest. Such action shall be permitted if either the Manager or Legal Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of the Service Charges or Fines due. Notwithstanding, if the cumulative amount due and owing to the District on the Delinquent Account exceeds One Thousand Dollars (\$1,000), either the Manager or Legal Counsel shall have any authority to waive or reduce any portion of the Interest. In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000) shall first submit a request for a waiver or reduction, in writing, to the Board, and the Board shall make the determination in its sole discretion.

6.2 Waiver of Delinquent Service Charges, Fines and Costs of Collections. Neither the Manager nor Legal Counsel shall have the authority to waive any portion of delinquent Service Charges, Fines or Costs of Collections. Should the property owner desire a waiver of such costs, she/he shall submit a written request to the Board, the Board shall make the determination in its sole discretion.

6.3 No Waiver of Future Interest. Any waiver or reduction of Interest or other costs granted pursuant to Sections 6.1 and 6.2 hereof shall not be construed as a waiver or reduction of future Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the Board, the Manager or Legal Counsel, whether related to the Property in question or other properties within the District.

ARTICLE 7. DISPUTE RESOLUTION POLICY

7.1 Opportunity to be Heard. Property owners who receive any notice or demand pursuant to these Amended Rules and Regulations may request a hearing in accordance with the procedures set forth in this Article 7 and in Article 2 of these Amended Rules and Regulations, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in Article 4 of the Covenants. Any controversy between the District and a property owner that arises out of the enforcement of the Covenants or architectural control guidelines may be submitted to mediation by agreement of the parties prior to the commencement of any legal proceeding. Either party to the mediation may terminate the mediation process without prejudice. If a mediation agreement is reached, the mediation agreement may be presented to a court as a stipulation. The stipulation must not include a requirement that the property owner pay additional interest or unreasonable attorney fees. If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief. If the parties execute a stipulation that the court deems unfair or that does not comply with the requirements of Section 32-1-1004.5(5)(b), C.R.S., the stipulation is invalid and the court may award the property owner reasonable attorney fees and costs.

7.2 Hearing / Fact-Finding Process. The hearing, fact-finding, and appeal procedures established by this Article 7 shall apply specifically to complaints concerning the interpretation, application, or enforcement of the Covenants and architectural control guidelines, as each now exists or may hereafter be amended. For complaints or concerns related to Service Charges only, the hearing, fact-finding and appeals procedures in this Article 7 shall apply except for the substitution of the Impartial Decision-Maker with a hearing officer (the "Hearing Officer"), which may be a member of the Board or such other person as may be appointed by the Board.

a. Complaint. Complaints concerning the interpretation, application, or enforcement of the Covenants must be presented in writing to the Manager, or such representative as he or she may designate. Upon receipt of a complaint, the Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) business days after receipt of the complaint. Decisions of the Manager which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.

b. Hearing. In the event the decision of the Manager, or designated representative, is unsatisfactory to the complainant, the complainant may submit to the Board a written request for a formal hearing before an Impartial Decision-Maker or Hearing Officer. Such request for a formal hearing must be submitted within twenty (20) business days from the date written notice of the decision of the Manager, or designated representative, was mailed.

Upon receipt of the request for a formal hearing, if it be timely and if any and all other prerequisites prescribed by these Amended Rules and Regulations have been met, the Impartial Decision-Maker or Hearing Officer shall conduct a hearing at the District's convenience but in any event not later than fifteen (15) business days after the submission of the request for a formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Amended Rules and Regulations and applicable law. Decisions of the Impartial Decision-Maker or Hearing Officer which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.

c. Rules. At the formal hearing, the Impartial Decision-Maker or Hearing Officer shall preside. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any Person (including legal counsel) of complainant's choice.

The complainant or his or her representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any Person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Impartial Decision-Maker or Hearing Officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The Impartial Decision-Maker shall determine whether reasonable grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Covenants or architectural control guidelines that are the subject of the complaint. The Hearing Officer shall determine whether reasonable grounds exist to alter, amend, defer, or cancel the Service Charges that are the subject of the complaint. The Impartial Decision-Maker or Hearing Officer's decision shall be based only upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

d. Findings. Subsequent to the formal hearing, the Impartial Decision-Maker or Hearing Officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) business days after the date of the hearing.

e. Appeals. In the event the complainant disagrees with the findings and order of the Impartial Decision-Maker or Hearing Officer, the complainant may,

within fifteen (15) business days from the date such findings and order were mailed, file with the District a written request for an appeal thereof to the Board. The request for an appeal shall specifically set forth the facts or exhibits presented at the formal hearing upon which the complainant relied and shall contain a brief statement of the complainant's reasons for the appeal. The District shall compile a written record of the appeal consisting of (i) a transcript of the recorded proceedings at the formal hearing, (ii) all exhibits or other physical evidence offered and reviewed at the formal hearing, and (iii) a copy of the written findings and order. The Board shall consider the complainant's written request and the written record on appeal at its next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. The Board's consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo before the Board.

f. Board Findings. The Board shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the Board meeting at which the appeal was considered. The Board will not reverse the decision of the Impartial Decision-Maker or Hearing Officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

g. Notices. A complainant shall be given notice of any hearing by certified mail at least seven (7) business days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

ARTICLE 8. PAYMENT PLANS

8.1 Payment Plans. Neither the Manager nor Legal Counsel shall have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the property owner desire to enter into a payment plan with the District, such property owner shall first submit a written request to the Board and the Board shall make the determination it accept or deny the request in its sole discretion.

ARTICLE 9. RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the Manager or Legal Counsel that would otherwise have been authorized by these Amended Rules and Regulations are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 10.

ADDITIONAL ACTIONS

10.1 Additional Actions. The Board directs and authorizes 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 these Amended Rules and Regulations.

ARTICLE 11. COLORADO AND FEDERAL FAIR DEBT COLLECTION ACTS

11.1 Statutory Compliance. To the extent required by law, the Manager, Legal Counsel, and the Board shall comply with both the Colorado Fair Debt Collection Practices Act and the Federal Fair Debt Collections Practices Act.

ARTICLE 12. SUPERSEDES PRIOR RESOLUTIONS, POLICIES, AND PROCEDURES

12.1 Supersedes Prior Resolutions, Policies, and Procedures. To the extent that any term or provision in these Amended Rules and Regulations conflicts with any term or provision in a previously enacted and valid resolution of the District imposing Service Charges and Fines, the term or provision in these Amended Rules and Regulations shall prevail.

ARTICLE 13. SEVERABILITY

13.1 Severability. If any term or provision of these Amended Rules and Regulations is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of these Amended Rules and Regulations as a whole but shall be severed herefrom, leaving the remaining terms or provisions in full force and effect.

ARTICLE 14. SAVINGS PROVISION

14.1 Savings Provision. The failure to comply with the procedures set forth herein shall not affect the status of the Service Charges or Fines as a perpetual lien subject to foreclosure in accordance with applicable law. Failure by the Manager, Legal Counsel, or other authorized representative to take any action in accordance with the requirements as specifically provided herein shall not invalidate subsequent efforts to collect the Service Charges or Fines.

ARTICLE 15. NOTICES

15.1 Notices. Any notice permitted or required by these Amended Rules and Regulations shall be deemed to have been given and received upon the earlier to occur of

(a) personal delivery upon the Person to whom such notice is to be given; or (b) two (2) days after deposit in the United States mail, postage prepaid, to the Person to whom such notice is to be given.

**ARTICLE 16.
EXCEPTIONS TO THE COVENANTS AND
ARCHITECTURAL DESIGN GUIDELINES**

(1) Notwithstanding any provision in the Covenants or architectural control guidelines to the contrary, the District shall not prohibit any of the following activity or actions in relation to any property subject to the Covenants or architectural control guidelines:

(a) The display of a flag on a unit, in a window of the unit, or on a balcony adjoining the unit. The District shall not prohibit or regulate the display of flags on the basis of their subject matter, message, or content; except that the District may prohibit flags bearing commercial messages. The District may adopt reasonable, content-neutral rules to regulate the number, location, and size of flags and flagpoles but shall not prohibit the installation of a flag or flagpole.

(b) The display of a sign by the owner or occupant of a unit on property within the boundaries of the unit or in a window of the unit. The District shall not prohibit or regulate the display of window signs or yard signs on the basis of their subject matter, message, or content; except that the District may prohibit signs bearing commercial messages. The District may establish reasonable, content-neutral rules to regulate signs based on the number, placement, or size of the signs or on other objective factors.

(c) The parking of a motor vehicle by the occupant of a unit on the driveway of the unit if the vehicle is required to be available at designated periods at the occupant's residence as a condition of the occupant's employment and all of the following criteria are met:

(I) The vehicle has a gross vehicle weight rating of ten thousand pounds or less;

(II) The occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services;

(III) The vehicle bears an official emblem or other visible designation of the emergency service provider; and

(IV) Parking of the vehicle can be accomplished without obstructing emergency access to or interfering with the reasonable needs of other unit owners or occupants to use streets, driveways, and guest parking spaces;

(d) The removal by a unit owner of trees, shrubs, or other vegetation to create defensible space on a unit for fire mitigation purposes, so long as the removal complies with a written defensible space plan created for the property by the Colorado state forest service, an individual or company certified by an entity of a local government to create such a plan, or the fire chief, fire marshal, or fire protection district within whose jurisdiction the

unit is located and is no more extensive than necessary to comply with the plan. The plan shall be registered with the District at least thirty days before the commencement of work. The District may require changes to the plan if the District obtains the consent of the individual, official, or agency that originally created the plan. The work must comply with applicable standards of the District regarding slash removal, stump height, revegetation, and contractor regulations.

(e) Reasonable modifications to a unit as necessary to afford an individual with disabilities full use and enjoyment of the unit in accordance with the federal “Fair Housing Act of 1968”, 42 U.S.C. sec. 3604 (f)(3)(A);

(f) The use of xeriscape, nonvegetative turf grass, or drought-tolerant vegetative or nonvegetative landscapes to provide ground covering to property for which a unit owner is responsible in accordance with Section 38-33.3-106.5 (1)(i) and (1)(i.5), C.R.S.;

(g) The use of a rain barrel, as defined in Section 37-96.5-102 (1), C.R.S., to collect precipitation from a residential rooftop in accordance with Section 37-96.5-103, C.R.S. A District may impose reasonable aesthetic requirements that govern the placement or external appearance of a rain barrel. This subsection (g) does not confer upon a unit owner a right to place a rain barrel at, or to connect a rain barrel to, any property that is:

(I) Leased, except with permission of the lessor;

(II) A common element or a limited common element of a common interest community, as those terms are defined in Section 38-33.3-103, C.R.S.;

(III) Owned or maintained by the District; or

(IV) Attached to one or more other units, except with permission of the owners of the other units.

(h) **(I)** The operation of a family child care home, as defined in Section 26.5-5-303, C.R.S., that is licensed pursuant to part 3 of article 5 of title 26.5.

(II) This subsection (h) does not supersede any of the provisions of the architectural control design guidelines, parking, landscaping, noise, or other matters not specific to the operation of a business per se. The District shall make reasonable accommodation for fencing requirements applicable to licensed family child care homes.

(III) This subsection (h) does not apply to a community qualified as housing for older persons under the federal “Housing for Older Persons Act of 1995”, Pub.L. 104-76.

(IV) The District may require the owner or operator of a family child care home to carry liability insurance, at reasonable levels determined by the board,

providing coverage for any aspect of the operation of the family child care home for personal injury, death, damage to personal property, and damage to real property that occurs in or on any property owned or maintained by the District, in the unit where the family child care home is located, or in any other unit subject to the Covenants or architectural control design guidelines. The District shall be named as an additional insured on the liability insurance the family child care home is required to carry, and such insurance must be primary to any insurance the District is required to carry under the terms of the Covenants or architectural control design guidelines.

(2)(a) Notwithstanding any provision in the Covenants or architectural control guidelines to the contrary, the District shall not:

(I) Effectively prohibit renewable energy generation devices, as defined in Section 38-30-168, C.R.S.;

(II) Require the use of cedar shakes or other flammable roofing materials on a unit; or

(III) Effectively prohibit the installation or use of an energy efficiency measure on a unit.

(b) Subsection 2(a)(III) does not apply to:

(I) Reasonable aesthetic provisions that govern the dimensions, placement, or external appearance of an energy efficiency measure. In creating reasonable aesthetic provisions, the District shall consider:

(A) The impact of the purchase price and operating costs of the energy efficiency measure;

(B) The impact on the performance of the energy efficiency measure; and

(C) The criteria contained in the Covenants or architectural control guidelines.

(II) Bona fide safety requirements, consistent with an applicable building code or recognized safety standard, for the protection of persons or property.

(c) Subsection 2(a)(III) does not confer upon any unit owner the right to place an energy efficiency measure on property that is:

(I) Owned by another person;

(II) Leased, except with permission of the lessor;

(III) Collateral for a commercial loan, except with permission of the secured party;

(IV) A common element or limited common element of a common interest community, as those terms are defined in Section 38-33.3-103, C.R.S.; or

(V) Owned or maintained by the District.



720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

June 27, 2024

Mr. Eric Eckberg
Ridgeline Vista Metropolitan District
c/o CRS of Colorado
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, Colorado 80111

Re: Work Order Authorization #03 for Baseline Road – Brighton, Colorado

Dear Eric:

I am pleased to present this Work Order Authorization for your approval. Please execute the attached Work Order and return to my attention to serve as authorization to proceed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shawn Kronebusch', is written in a cursive style.

Shawn Kronebusch
Construction Project Manager



Work Order Authorization #03 for Baseline Road

This Construction Management Agreement (the “**Agreement**”) is made effective June 27, 2024 (the “**Effective Date**”) by and between Ridgeline Vista Metropolitan District (“**Owner**”) and Redland Consulting Group, Inc. (“**Construction Manager**”). Owner and Construction Manager may also be referred to individually as a “**Party**” and collectively as the “**Parties.**”

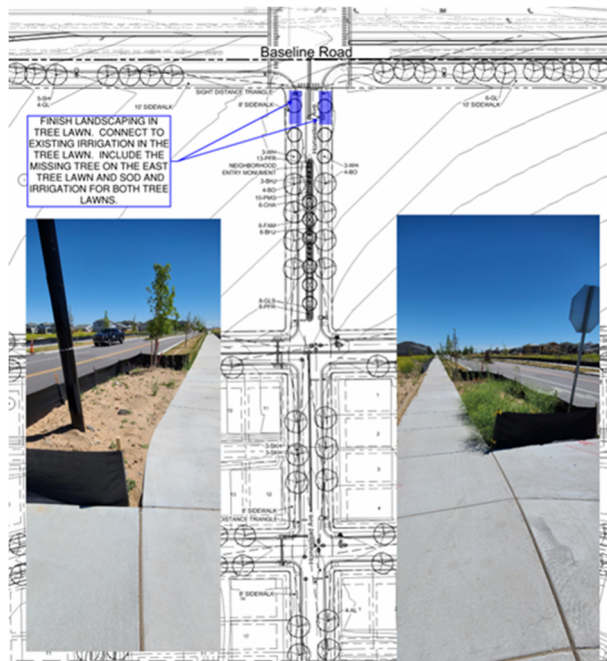
Owner desires to contract with Construction Manager to provide the Construction Manager Scope of Work (described in this Agreement) with respect to the Project (described in this Agreement), during the Project’s Construction Phase (as those terms are described in this Agreement).

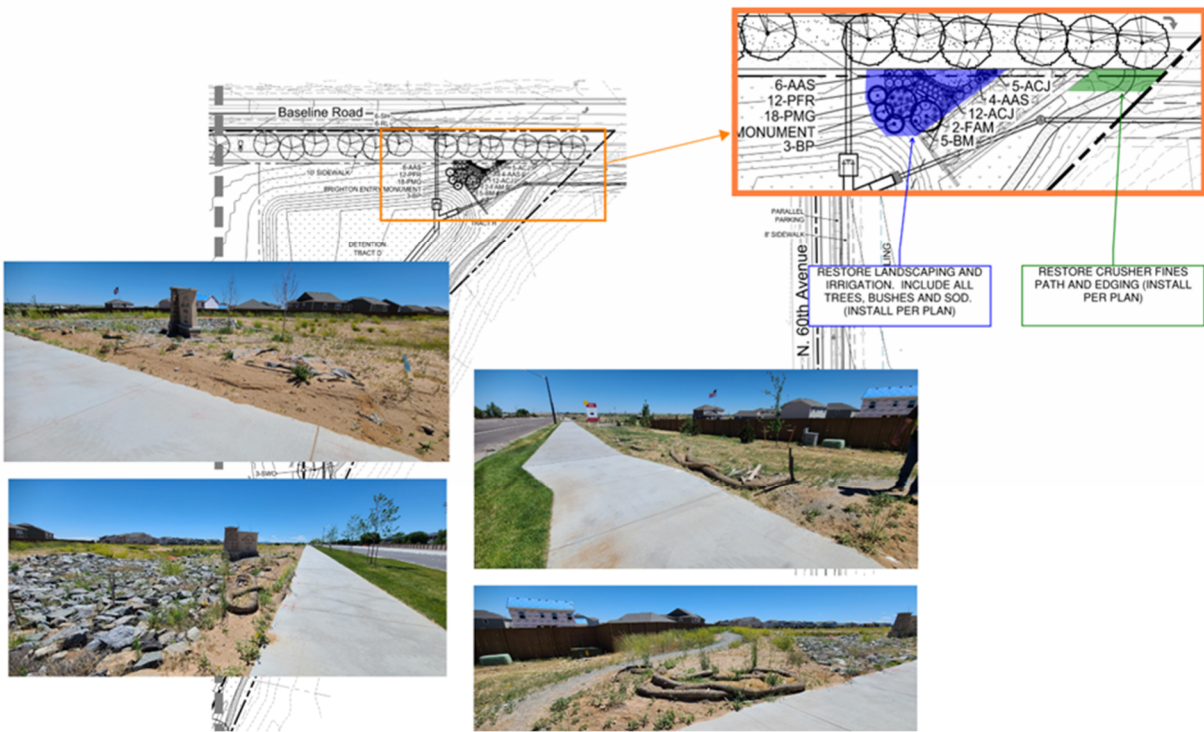
WHEREFORE, for good and valuable consideration, the sufficiency of which hereby is acknowledged, Owner and Construction Manager agree as follows:

BASIS OF UNDERSTANDING

Owner desires to utilize the Property for the development of the following:

Complete the remaining landscape improvements at the northern limits of Homestead Avenue at the Intersection of Baseline Road. Additionally, complete the remaining landscape improvements directly adjacent to the Ridgeline Vista Entry Monument on the south side of Baseline Road. Please refer to project limits below.





SCOPE OF SERVICES

REDLAND will provide the following professional services:

Construction Phase Services

Construction Phase Services includes scope items necessary to complete the remaining final landscaping improvements per the Major Subdivision Plan of Ridgeline Vista – Filing 1, Final Landscape Plan accepted by the City of Brighton DRC on 03/23/2021.

More specifically Construction Phase Services include:

- a. Coordination with Contractor as needed.
- b. Site visits to observe landscape and irrigation improvements are installed per approved plans and specifications.
- c. Coordinate initial acceptance with the Contractor.
- d. Generate punchlist and coordinate punchlist completion as necessary.



WHERE GREAT PLACES BEGIN

LIMITATIONS

This Work Order is for Civil Construction Management Services for The Baseline Road Widening (landscape improvements) only and within the boundaries of the subject property, unless as otherwise noted and included herein. Should services be required outside the boundaries of the subject property, the associated services will be defined as additional services.

PROJECT SCHEDULE

It is anticipated that the project will begin June 27th, 2024. Initial acceptance of the above-mentioned landscape improvements is anticipated by July 31st, 2024, at which time Redland's scope of services in this agreement shall be considered complete for the construction phase.

Compensation

The CLIENT agrees to pay REDLAND for the aforementioned scope of service items as follows:

Pre-Construction Phase Services

- I. A lump sum fee of **\$4,930** for **Construction Management**.

MISCELLANEOUS CONTRACTUAL ITEMS

Upon receiving a signed copy of this Work Order, REDLAND shall commence work in accordance with the Scope of Services herein. In the event CLIENT does not accept this Work Order in its entirety within seven (7) calendar days from the issued date shown hereon, REDLAND may at any time thereafter, at its option, rescind this Work Order with or without notice to CLIENT. If CLIENT requests any portion of this Work Order be completed prior to having signed it, CLIENT will be invoiced for all work completed as it will be deemed as authorized. This Work Order is only valid when accepted in its original form and entirety as presented to the CLIENT by REDLAND. In the event that changes are warranted and agreeable to both CLIENT and REDLAND, REDLAND will provide a revised Work Order to CLIENT for authorization.

If there are delays for reasons beyond REDLAND's control, an equitable increase to REDLAND's compensation shall be negotiated between CLIENT and REDLAND. Increases to compensation shall take into consideration the impact of such delay on pay scales; REDLAND's ability to efficiently complete contract documents without delay; timeliness of CLIENT, CLIENT's agents and reviewing agencies to respond to REDLAND's documents and requests; acts of GOD; and other unforeseen delays applicable to the period when REDLAND's

Redland

WHERE GREAT PLACES BEGIN

services are, in fact, being rendered. Failure to reach an agreement on increased compensation shall be cause for termination.

DocuSigned by:

Shawn Kronebusch

6/28/2024

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Shawn Kronebusch
Construction Project Manager

Date

The undersigned represents that he/she is fully authorized to execute this Work Order on behalf of the CLIENT identified herein.

DocuSigned by:

Eric Eckberg

President

7/3/2024

45865A2E0F0540D...

Authorized Signature

Title

Date

Eric Eckberg

Printed Name