

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
Phone: 303-779-5710

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper (AACMD Rep.)	President	2022/May 2022
Carla Ferreira (AACMD Rep.)	Vice President	2022/May 2022
Michael Sheldon (TAH MD Nos. 1 – 3 Rep.)	Treasurer/Asst. Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Cynthia (Cindy) Shearon (AACMD Rep.)	Assistant Secretary	2023/May 2023
Kathleen Sheldon (ATEC 1 Rep.)	Assistant Secretary	2023/May 2023
Deanna Hopper (ATEC 2 Rep.)	Assistant Secretary	2023/May 2022
Denise Denslow	Secretary	N/A

DATE: **August 24, 2020**  
TIME: **1:00 P.M.**  
PLACE: **Information Center  
3900 E. 470 Beltway  
Aurora, CO 80019**

**THERE WILL BE ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION.**

**DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM:**

<https://zoom.us/j/97398097502?pwd=WkRFMUg2SW0zVXIjQ2JpWDlveHdlQT09>

**Meeting ID: 973 9809 7502  
Passcode: 053833  
Or Dial In:  
646-558-8656**

**I. ADMINISTRATIVE MATTERS**

- A. Present disclosures of potential conflicts of interest.
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- B. Approve agenda; confirm location of meeting, posting of meeting notices.
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**II. CONSENT AGENDA**

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Review and consider approval of Minutes from the July 16, 2020 Special Meeting, the July 21, 2020 Special Meeting and the July 29, 2020 Special Meeting (enclosures).
- Ratify approval of Plans and Specifications Budget.

**III. LEGAL MATTERS**

- A. Discuss and consider adoption of Resolution of the CAB Acknowledging and Adopting a First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for the Aurora Highlands (enclosure).
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- B. Discuss and consider adoption of Resolution Adopting the Aurora Highlands Homeowner Handbook: Rules and Regulations (enclosure).
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- C. Discuss and consider adoption of Resolution Regarding Rules and Regulations Regarding Dedication and Acceptance of Public Improvements (enclosure).
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**IV. FINANCIAL MATTERS**

- A. Discuss and approve processing August 2020 Series 2020A Draw.

- 1. Discuss and consider approval of acceptance of The Aurora Highlands Community Authority Board (“CAB”) and Aerotropolis Area Coordinating Metropolitan District Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 26), prepared by Schedio Group LLC (enclosure).

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- 2. Discuss and consider adoption of Resolution of the Board of Directors of the CAB Authorizing a Draw on August 25, 2020 of the CAB Special Tax Revenue Draw-Down Bonds, Series 2020A (enclosure).

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- 3. Discuss schedule for processing future draws and Board meetings.

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- B. Discuss Operations and Maintenance Budget and Operating Reserve.

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**V. CONSTRUCTION MATTERS**

None.

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**VI. OTHER BUSINESS**

None.

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**VII. ADJOURNMENT**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 17, 2020.**

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
("CAB")  
HELD  
JULY 16, 2020**

A special meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the "Board") was convened on Thursday, July 16, 2020, at 1:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in person contact, the CAB Board meeting was held and properly noticed to be held via video enabled web conference without any individuals (neither CAB representatives nor the general public) attending in person. The meeting was open to the public via videoconference at the same video link the original meeting was posted for. The meeting was open to the public via videoconference.

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**Directors In Attendance Were:**

- Matt Hopper (AACMD Rep.)
- Carla Ferreira (AACMD Rep.)
- Michael Sheldon (TAH MD 1 – 3 Rep.)
- Cynthia ("Cindy") Shearon (AACMD Rep.)

Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the absences of Directors Deanna Hopper and Kathleen Sheldon were excused.

**Also In Attendance Was:**

- MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., Jon Hoistad, Esq. and Drew Rippey, Esq.; McGeady Becher P.C.
- Todd Johnson; Terra Forma Solutions, Inc.
- Debra Sedgely, Denise Denslow and Anna Jones; CliftonLarsonAllen LLP ("CLA")
- Matt Ruhland, Esq.; Collins Cockrel & Cole P.C.
- Ryan Littleton; HR Green Development, LLC
- Rita Connerly; Fairfield & Woods P.C.
- Carlo Ferreira; Aurora Highlands, LLC (for a portion of the meeting)

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**ADMINISTRATIVE MATTERS**

**Public Comment:** Director Hopper noted that this meeting is open to the public. The public is welcome to speak, but those who choose to must identify themselves for the record. People who don't wish to speak, but would like to be identified in the Minutes are encouraged to introduce themselves. The public is not required to identify themselves if not speaking

**Disclosure of Potential Conflicts of Interest:** Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by Statute. No new conflicts were disclosed.

**Agenda:** The Board considered the proposed Agenda for the CAB's special meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Agenda was approved, as amended.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the CAB's Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the District Board meeting was held via videoconference, without any individuals (neither CAB representatives nor the general public) attending in person. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by any interested person have been received.

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**CONSENT AGENDA** The Board considered the following actions:

- Review and consider approval of Minutes from the June 18, 2020 Special Meeting, the June 23, 2020 Special Meeting and the June 24, 2020 Reconvened Special Meeting.
- Ratify authorization for Director Hopper to engage a consultant for operations and maintenance cost analysis.
- Ratify authorization for accountant to open a CAB checking account and CSAFE account

Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira, and upon vote, unanimously carried, the Board approved the above actions, as presented.

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**LEGAL MATTERS**    **Resolution Adopting the Aurora Highlands Homeowner Handbook; Rules and Regulations:** The Board determined to defer this matter.

**Resolution Regarding Rules and Regulations Regarding Dedication and Acceptance of Public Improvements:** The Board determined to defer this matter.

**FINANCIAL MATTERS**

**July 2020 Series 2020A Draw:**

**CAB / Aerotropolis Area Coordinating Metropolitan District Engineer's Report and Verification of Costs Associated with Public Improvements (July 2020 Draw), prepared by Schedio Group LLC:** The Board determined to defer this matter to the July 21, 2020 Special Meeting.

**Operation and Maintenance Budget and Operation Reserve:** Discussion ensued regarding the operations and maintenance budget and the operations reserve. It was noted that if the operations and maintenance obligations of the CAB are to include additional facilities/improvements not previously contemplated, there will need to be further discussion to determine what the source of that funding will be at build-out.

**Plans and Specifications Budget:** Following discussion, upon a motion duly made by Director Hopper, seconded by Director M. Sheldon, and upon a vote, unanimously carried by roll call, the Board accepted the Plans and Specifications Budget and authorized Director Hopper to make technical changes with regard to accounting codes and budgets.

**CONSTRUCTION MATTERS**

None.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
("CAB")  
HELD  
JULY 21, 2020**

A special meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the "Board") was convened on Tuesday, July 21, 2020, at 8:00 a.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the Authority Board meeting was held and properly noticed to be held via video enabled web conference, with Director Shearon attending in person at the physical meeting location. The meeting was open to the public via videoconference.

**Directors In Attendance Were:**

Matt Hopper (AACMD Rep.)  
Carla Ferreira (AACMD Rep.)  
Michael Sheldon (TAH MD 1 – 3 Rep.)  
Cynthia ("Cindy") Shearon (AACMD Rep.)

Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the absences of Directors Deanna Hopper and Kathleen Sheldon were excused.

**Also In Attendance Was:**

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., Drew Rippey, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.  
Todd Johnson; Terra Forma Solutions, Inc.  
Debra Sedgeley, Denise Denslow and Anna Jones; CliftonLarsonAllen LLP ("CLA")  
Rita Connerly; Fairfield & Woods P.C.  
Matthew Ruhland, Esq.; Collins Cockrel & Cole P.C.  
Tanya Barton; Kutak Rock LLP

**ADMINISTRATIVE  
MATTERS**

**Disclosure of Potential Conflicts of Interest:** Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

**Public Comment:** Director Hopper noted that this meeting is open to the public. The public is welcome to speak, but those who choose to speak must identify themselves for the record. People who don't wish to speak, but would like to be identified in the Minutes are encouraged to introduce themselves. The public is not required to identify themselves if not speaking.

**Agenda:** The Board considered the proposed Agenda for the CAB's special meeting.

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

**Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the CAB's Board meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the CAB Board meeting was held via videoconference, with Director Shearon attending in person at the above-stated location, and the remaining board members and consultants attending via video conference. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by any interested persons have been received.

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**CONSENT  
AGENDA**

None.

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**LEGAL MATTERS**

None.

\_\_\_\_\_

**FINANCIAL  
MATTERS**

**July 2020 Series 2020A Draw:**

**Resolution OF the Board of Directors of the CAB Authorizing a Draw on July 23, 2020 in the amount of \$3,451,920.00 of the CAB Special Tax Revenue Draw Down Bonds, Series 2020A:** The Board determined to defer this matter to the July 29, 2020 Special Board Meeting.

**CAB and Aerotropolis Area Coordinating Metropolitan District Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 25), prepared by Schedio Group LLC, in the amount of \$3,412,016.46:**

Ms. Sedgeley reviewed Draw No. 25 with the Board. Discussion ensued regarding the form of the Draw and the system for processing same. The Board determined to defer this matter to the July 29, 2020 Special Board Meeting.

\_\_\_\_\_

**CONSTRUCTION MATTERS**

None.

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**ARTA MATTERS**

There were no ARTA matters for discussion at this time.

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**OTHER BUSINESS**

There was no other business for discussion at this time.

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**ADJOURNMENT**

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
("CAB")  
HELD  
JULY 29, 2020**

A special meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the "Board") was convened on Wednesday, July 29, 2020, at 3:06 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the Authority Board meeting was held and properly noticed to be held via video enabled web conference, with Director Shearon attending in person at the physical meeting location. The meeting was open to the public via videoconference.

**Directors In Attendance Were:**

Matt Hopper (AACMD Rep.)  
Carla Ferreira (AACMD Rep.)  
Michael Sheldon (TAH MD 1 – 3 Rep.)  
Cynthia ("Cindy") Shearon (AACMD Rep.)

Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the absences of Directors Deanna Hopper and Kathleen Sheldon were excused.

**Also In Attendance Was:**

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., and Jon Hoistad, Esq.;  
McGeady Becher P.C.  
Todd Johnson; Terra Forma Solutions, Inc.  
Debra Sedgeley, Denise Denslow and Anna Jones; CliftonLarsonAllen LLP ("CLA")  
Rita Connerly; Fairfield & Woods P.C.  
Saranne Maxwell and Tanya Barton; Kutak Rock LLP

**ADMINISTRATIVE  
MATTERS**

**Disclosure of Potential Conflicts of Interest:** Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

**Public Comment:** Director Hopper noted that this meeting is open to the public. The public is welcome to speak, but those who choose to speak must identify themselves for the record. People who don't wish to speak, but would like to be identified in the Minutes are encouraged to introduce themselves. The public is not required to identify themselves if not speaking.

**Agenda:** The Board considered the proposed Agenda for the CAB's special meeting.

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

**Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the CAB's Board meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the CAB Board meeting was held via videoconference, with Director Shearon attending in person at the above-stated location, and the remaining Board members and consultants attending via video conference. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by any interested persons have been received.

**Eligible Governmental Entity Agreement with Statewide Internet Portal Authority of Colorado ("EGE"):** Attorney McGeady discussed rescinding the approval of the EGE. After discussion, upon a motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board rescinded approval of the EGE.

**CONSENT  
AGENDA**

There were no consent agenda items.

**LEGAL MATTERS**

None.

**FINANCIAL  
MATTERS**

**July 2020 Series 2020A Draw:**

**Resolution of the Board of Directors of the CAB Authorizing a Draw on July 31, 2020 in the amount of \$3,451,920.00 of the CAB Special Tax Revenue Draw-Down Bonds, Series 2020A ("Resolution"):** Attorney

McGeady reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Shearon and, upon vote, unanimously carried by roll call, the Board adopted the Resolution.

**CAB and Aerotropolis Area Coordinating Metropolitan District Engineer’s Report and Verification of Costs Associated with Public Improvements, (Draw No. 25), prepared by Schedio Group LLC, in the amount of \$3,412,016.46:** Attorney McGeady and Ms. Sedgeley reviewed Draw No. 25 with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Shearon and, upon vote, unanimously carried by roll call, the Board approved the Engineer’s Report and Verification of Costs Associated with the Public Improvements (Draw No. 25), prepared by Schedio Group LLC, in the amount of \$3,412,016.46.

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**CAPITAL PROJECTS**

**Project Cost Job Coding:** Mr. Johnson reported on the status of project cost job coding with the Board.

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**OTHER BUSINESS**

None.

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**ADJOURNMENT**

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

**RESOLUTION NO. 2020-08-01**

**RESOLUTION OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
ACKNOWLEDGING AND ADOPTING THE FIRST AMENDMENT TO MASTER  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE  
AURORA HIGHLANDS**

A. The Aurora Highlands Community Authority Board, (the “**CAB**”) is a political subdivision and public corporation of the State of Colorado, established November 21, 2019 pursuant to Sections 29-1-203 and -203.5, C.R.S., and with the powers and authority of the First Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement, dated April 16, 2020 (the “**CABEA**”), by and between Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1, and ATEC Metropolitan District No. 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (individually, a “**District**” and collectively the “**Districts**”).

B. Aurora Highlands, LLC, a Nevada limited liability company (the “**Developer**”), the master developer of The Aurora Highlands project (the “**Property**”), has executed a Master Declaration of Covenants, Conditions and Restrictions for the Property which was recorded in the real property records of Adams County, State of Colorado, on February 2, 2020, at reception number 2020000010483 (the “**Original Declaration**”), which declares that the Property is and shall be subject to the Original Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, and altered in accordance with and subject to the covenants and use restrictions contained therein.

C. On April 10, 2020, the CAB adopted Resolution number 20-04- \_\_, acknowledging and adopting the Original Declaration.

D. The Developer has executed that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions for the Property, dated \_\_\_\_\_, 2020 (the “**First Amendment**”), which was recorded in the real property records of Adams County, State of Colorado, on \_\_\_\_\_ 2020, at reception number \_\_\_\_\_.

E. The Original Declaration provides that the CAB shall enforce each of the provisions provided therein on behalf of the CAB Districts.

F. Section 32-1-1004(8), C.R.S. authorizes Title 32 metropolitan districts to furnish covenant enforcement and design review services within the district if the declaration, rules and regulations, or similar document containing the covenants to be enforced for the area within the metropolitan district, named the district as the enforcement or design review entity.

G. The First Amendment further clarifies the CAB’s duties, rights and obligations to enforce the Original Declaration, design guidelines, and rules and regulations for covenant enforcement on behalf of each of the Districts with respect to real property within the boundaries of each District that is subject to the Original Declaration.

H. The CAB wishes to adopt the First Amendment as an official policy of the CAB and to acknowledge the duties, obligations and rights assigned to the Districts and the CAB pursuant to the Original Declaration and the First Amendment.

NOW THEREFORE, BE IT RESOLVED BY THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD OF THE COUNTY OF ADAMS, STATE OF COLORADO, AS FOLLOWS:

1. The foregoing Recitals are incorporated into and made a substantive part of this Resolution.

2. The CAB hereby determines that it is in the best interests of the CAB and the Districts for the CAB to accept the assignment of all duties, rights and obligations under the Original Declaration and First Amendment and to provide the covenant enforcement and design review services established by the Original Declaration and the First Amendment.

3. The CAB hereby authorizes and directs the officers of the CAB and CAB staff to take all actions necessary to execute the duties, rights and obligations assigned to the CAB by the Original Declaration and the First Amendment.

4. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word hereof, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, which shall be given effect in accordance with the manifest intent hereof.

5. This Resolution shall be effective upon recording of the First Amendment in the Office of the Clerk and Recorder for Adams County, Colorado.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION OF THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD ACKNOWLEDGING AND ADOPTING THE  
FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE AURORA HIGHLANDS]**

**APPROVED AND ADOPTED** on \_\_\_\_\_, 2020.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

After recording, return to:  
 Fairfield and Woods, P.C.  
 1801 California, Street, Suite 2600  
 Denver, CO 80202

**FIRST AMENDMENT TO THE MASTER DECLARATION OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 THE AURORA HIGHLANDS**

This First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands (“First Amendment”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**RECITALS**

This First Amendment is made with reference to the following facts:

A. WHEREAS, on, February 3, 2020, the Declarant, Aurora Highlands, LLC, a Nevada liability company ("Declarant"), recorded the Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, (“Declaration”) in the real property records of the County of Adams, State of Colorado at Reception No. 2020000010483;

B. WHEREAS, Section 10.2 of the Declaration provides that the Declaration may be amended by the vote of Owners holding at least sixty-seven percent (67%) of the votes allocated to Parcels subject to this Declaration at the time notice is provide to Owners of a vote on the proposed amendment, as determined by the CAB in its discretion; provided that, until the expiration of the Declarant Rights Period, no amendment of this Declaration shall be effective without the written consent of the Declarant and the CAB.

C. WHEREAS, this First Amendment is made during the Declarant Rights Period.

E. WHEREAS, at least 67% of the Owners and the Declarant desire to amend the Declaration as set forth below, and the Owners, Declarant and the CAB provide their written consent to this First Amendment by their respective signatures below.

**AMENDMENT:**

NOW, THEREFORE, the Declaration is hereby amended, as follows:

- 1). Definitions. Any capitalized term not otherwise defined in this First Amendment shall have the same meaning herein as ascribed to such term in the Declaration.
- 2). Section 3.08 of the Declaration is amended in its entirety and replaced with the following:

Section 3.08 – Scope of Committee Authority. The CARC shall have review and approval authority over the development items covered by the Design Guidelines. Declarant

hereby grants to each of the CAB and the CARC the authority to appoint one or more committees or subcommittees to provide review and approval of minor Improvements to Parcels and modifications to existing Structures and Improvements and landscaping within all or any portion of the Property (notwithstanding any provision of this Declaration to the contrary), and to grant variances related thereto. If such committee or subcommittee is appointed, the applicant may appeal the decision of the committee or subcommittee as provided in Section 3.09 herein; such committee or subcommittee shall have the benefit of the easement rights described in Section 3.18 and 7.01 herein; and such committee or subcommittee shall be a Benefitted Party.

3). Except as specifically amended by this First Amendment, the Declaration remains in full force and effect in accordance with its terms. If any term or provision of this First Amendment is inconsistent with any term or provision of the Declaration, the term or provision of this First Amendment shall control. This First Amendment shall inure to the benefit of and be binding upon the Owners and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Declarant, Owners and the CAB have executed this First Amendment on the day and year first above written.

[signature pages follow]

**DECLARANT and OWNER:**

**AURORA HIGHLANDS, LLC,**  
a Nevada limited liability company

By: CGF Management, Inc.,  
a Nevada corporation, its Manager

By: \_\_\_\_\_  
Carlo G. Ferreira, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Carlo G. Ferreira, President of CGF Management, Inc., a Nevada Corporation, acting as Manager of Aurora Highlands, LLC, a Nevada limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**OWNER:**

**RICHMOND AMERICAN HOMES OF COLORADO, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as \_\_\_\_\_ of Richmond American Homes of Colorado, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CAB:**

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**, a  
political subdivision and public corporation of  
the State of Colorado

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary



**RESOLUTION NO. 2020-08-02**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD ADOPTING THE AURORA HIGHLANDS  
HOMEOWNER HANDBOOK: RULES AND REGULATIONS**

A. The Aurora Highlands Community Authority Board, (the “**CAB**”) is a political subdivision and public corporation of the State of Colorado, created pursuant to Sections 29-1-203 and -203.5, C.R.S., and that certain The Aurora Highlands Community Authority Board First Amended and Restated Establishment Agreement, made and entered into on April 16, 2020, with an original effective date of November 21, 2019 (as may be further amended and/or restated, the “**CABEA**”), by and between Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1, and ATEC Metropolitan District No. 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (individually, a “**District**” and collectively the “**Districts**”).

B. Aurora Highlands, LLC, a Nevada limited liability company (the “**Developer**”), the master developer of The Aurora Highlands project (the “**Property**”), has executed a Master Declaration of Covenants, Conditions and Restrictions for the Property recorded in the real property records of Adams County, State of Colorado, on February 2, 2020, at reception number 2020000010483 (as the same may be amended, supplemented, and/or modified from time to time, the “**Declaration**”), which Declaration declares that the Property is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, and altered in accordance with and subject to the covenants and use restrictions contained therein.

C. The Declaration and CABEA provide that the CAB shall enforce each of the provisions provided therein on behalf of the Districts.

D. Section 29-1-203.5, C.R.S., authorizes the CAB to “exercise any general power of a special district specified in part 10 of article 1 of title 32, C.R.S., so long as each of the parties to the contract may lawfully exercise the power.”

E. Section 32-1-1004(8), C.R.S, authorizes the CAB to furnish covenant enforcement and design review services within the Districts if the declaration, rules and regulations, or similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and/or design review entity.

F. The CABEA authorizes the CAB to enforce the Declaration and to adopt design guidelines and covenant enforcement rules and regulations, as may be amended from time to time, on behalf of the Districts and the Property. Such design guidelines and covenant enforcement rules and regulations are set forth in “**The Aurora Highlands Homeowner Handbook: Rules and Regulations**” attached hereto as **Exhibit A**.

G. The Board of Directors for the CAB (the “**Board**”) adopted Resolution 2020-04-02, Resolution of the Board of Directors of The Aurora Highlands Community Authority Board

Acknowledging and Adopting the Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, which acknowledged the CAB's authority to administer and enforce the Declaration, and adopt design guidelines and rules and regulations for the Property.

H. The CAB desires to provide for the orderly and efficient enforcement of the Declaration by adopting The Aurora Highlands Homeowner Handbook: Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD:

1. The CAB hereby determines that it is in the best interests of the CAB and the property owners, residents, and users of the Property for the CAB to adopt The Aurora Highlands Homeowner Handbook: Rules and Regulations. The CAB further reserves the right to adopt supplemental design standards and guidelines, and rules and regulations, as contemplated by the Declaration as necessary to serve the Property, and the property owners, residents, and users within the Property.

2. Accordingly, the Board of Directors of the CAB hereby adopts The Aurora Highlands Homeowner Handbook: Rules and Regulations as described in **Exhibit A**, attached hereto and incorporated herein by this reference.

3. The Board of Directors declares that The Aurora Highlands Homeowner Handbook: Rules and Regulations are effective as of [REDACTED].

4. The Board hereby authorizes and directs the officers of the CAB, the committees of the CAB, and CAB staff to take all actions necessary to implement and enforce The Aurora Highlands Homeowner Handbook: Rules and Regulations.

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

6. Nothing herein shall be interpreted or construed as limiting the Board's authority, in its sole and absolute discretion, to supplement or amend this Resolution from time to time.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION NO. 2020-08-02 RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD ADOPTING THE AURORA HIGHLANDS HOMEOWNER HANDBOOK: RULES AND REGULATIONS]**

APPROVED AND ADOPTED this 24<sup>th</sup> day of August, 2020.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

The Aurora Highlands Homeowner Handbook: Rules and Regulations

# **THE AURORA HIGHLANDS**

## **Homeowner Handbook**

### **Rules and Regulations**

**AUGUST 2020**

THE CAB RESERVES THE RIGHT TO MODIFY THESE RULES AND REGULATIONS AND THE POLICIES THEREIN AT ANY TIME IN ITS SOLE DISCRETION. PLEASE CONTACT THE MANAGEMENT COMPANY (CONTACT INFORMATION ON PAGE 4) TO BE CERTAIN OF THE LATEST VERSION OF THIS DOCUMENT.

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## *Welcome to The Aurora Highlands*

Welcome to The Aurora Highlands (the “Community”), a one-of-a-kind master planned community located in Aurora, Colorado.

All residents should be aware that The Aurora Highlands Community Authority Board (the “CAB”) is the governing body formed to own, operate, manage and maintain various CAB Properties and other common areas, to provide services for the benefit of the real property owners in the Community (each an “Owner” or “Homeowner”), and to administer and enforce the Master Declaration (defined below) and other Governing Documents (described therein and summarized below). The CAB is administered by a Board of Directors and assisted by a third-party management company (the “Management Company”).

**Management Company:**

CliftonLarsonAllen, LLP  
 8390 East Crescent Parkway  
 Suite 300  
 Greenwood Village, CO 80111-2814  
 T: 303-779-5710  
 F: 303-779-0348

A spirit of cooperation between the CAB, its committees, its contractors and vendors, and all Owners will go far in creating an optimum environment for the Community to thrive. Compliance with these Guidelines and the provisions of the Master Declaration will help preserve the inherent architectural and aesthetic quality of the Community. Please note that capitalized terms used, but not otherwise defined in these Guidelines will have the same definition given to such terms in the Master Declaration.

THE CAB RESERVES THE RIGHT TO MODIFY THESE RULES AND REGULATIONS AND THE POLICIES THEREIN AT ANY TIME IN ITS SOLE DISCRETION. HOMEOWNERS MUST CONTACT THE MANAGEMENT COMPANY TO ENSURE THEY HAVE THE LATEST VERSION.

This Handbook includes:

- An Overview of the Community Governance
- General Rules and Regulations concerning Improvements to Lots, including landscaping Improvements and the design review process
- The submittal process for architectural or landscaping changes to residential Lots.

- A-Z listing of specific Rules and Regulations applicable to Homeowners
- Parks and Open Space Rules and Regulations
- An Overview of the Covenant Enforcement Process

### *An Overview of the Community Governance*

The Community is governed by various documents including, but not limited to:

- The Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands recorded in the Office of the Clerk and Recorder of Adams County on February 3, 2020 at Reception No. 2020000010483 (as may be amended or supplemented from time to time (the “Master Declaration”));
- The First Amended and Restated Establishment Agreement for the Aurora Highlands Community Authority Board, approved and executed on April 16, 2020;
- This document, The Aurora Highlands Homeowner Handbook: Rules and Regulations adopted July 2020.

Owners should review the documents described above, as well as any other policies, amendments, and other materials available through the CAB’s Management Company, collectively the “Governing Documents.” In the event that any of the above-referenced documents conflict with the Master Declaration, the terms and conditions of the Master Declaration shall control.

The CAB (and/or its committees) is responsible for:

- **Design review and covenant enforcement services.**
- **Maintenance of CAB Properties, certain open space areas and recreation facilities.**
- **Maintenance of entry monuments and perimeter fences.**
- **Hosting certain Community social events.**
- **Trash/recycling services.** Trash and recycling services will be provided by the CAB through operation and maintenance (O&M) fees.

The CAB is NOT responsible for:

- **Maintenance and snow removal on public streets.** Unless otherwise described herein, all streets within the community are public streets owned and maintained by the City of Aurora.
- **Maintenance of any home or privately-owned Lot.** This is the responsibility of each Homeowner. However, the CAB retains certain rights and remedies as described in the Governing Documents.

- **Intervening in matters of civil law such as boundary or drainage disputes.** Items of this nature might also include roaming animals, abandoned or unauthorized vehicles on public streets, and/or persistent noise problems, where the Aurora Police Department, Aurora Building Division, or other governmental entity will be the appropriate resource to address the matter.

## **Article 1. *Improvements to Lots and the Design Review Process***

### **1.1 Overview: Authority and Intent**

Article III, Section 3.01 of the Master Declaration requires that no Improvements be undertaken, conducted, constructed, placed, planted, installed, modified or removed upon any Lot, nor shall any new use be commenced upon any Lot, unless complete Plans and Specifications have been first submitted to and approved in writing by the Community-Wide Architectural Review Committee (“CARC”) of the CAB, or a subcommittee of the CARC established for such purpose. CARC approval is required for the original Improvements constructed on a Lot by a Builder. The Master Declaration authorizes the CAB to enforce design standards and guidelines, and adopt Rules and Regulations and to interpret and implement the provisions of the Master Declaration. The CAB hereby establishes the “Residential Design Review Committee” (“DRC”) to review and consider approval for all subsequent Improvements to residential Lots proposed by a Homeowner after initial construction of the home by a Builder.

This document, the Homeowner Handbook: Rules and Regulations (the “Rules and Regulations”), shall constitute such residential design standards and guidelines and is intended to assist Owners with basic information about the Community and its design standards, rules, use restrictions and procedures. This document also includes a section on the Rules and Regulations governing activities on CAB Properties and open space areas and a section concerning the enforcement process. The CAB intends for these Rules and Regulations to help Homeowners to: (a) identify best practices for improving their properties, (b) prepare design submittals and receive timely reviews, and (c) assist with enforcement matters.

The intent of these Rules and Regulations and guidelines with respect to landscaping standards is to reflect the overarching landscape themes of The Aurora Highlands, while allowing for individual Homeowners to tailor their yards for individual needs and taste. Individual neighborhoods will be allowed to propose unique twists on the overall themes of The Aurora Highlands. Minimum City of Aurora Standards are still required to be met, but the use of plant material, patios, decks, and other yard elements may be proposed by the individual homeowner. To maintain the common design themes of The Aurora Highlands, limited use of ornamental grasses, street side landscape design, and common fence and other materials will be expected.

**PLEASE NOTE: ANY IMPROVEMENT INSTALLED WITHOUT APPROVAL IS SUBJECT TO REMOVAL AT THE HOMEOWNER'S SOLE EXPENSE. THE HOMEOWNER MAY ALSO BE SUBJECT TO FINES OR OTHER LEGAL ACTION. ALL APPROVALS MUST BE IN WRITING. ON-SITE PERSONNEL, INCLUDING A SALESPERSON OR CONSTRUCTION SUPERVISOR, DO NOT HAVE AUTHORITY TO APPROVE DRC APPROVAL REQUESTS.**

## 1.2 The Submittal Process: Overview

Although all three stages are not mandatory, the DRC review process for Improvements generally consists of three stages: a pre-design meeting with the DRC, a conceptual design submittal, and a mandatory final design submittal. While final design submittal is the only mandatory step, final design submittal applications made without prior completion of the pre-design meeting and conceptual design submittal have a significantly increased probability for denial by the DRC. The DRC shall decide each request for approval within 30 days after the complete submission of the application or request and submission to the DRC of all Plans and Specifications and other materials and information which the DRC may require in conjunction with such application or request. If the DRC fails to decide any application or request within 30 days after the complete submission of the Plans and Specifications and materials and other information with respect thereto, then such application or request for approval shall be deemed to have been denied by the DRC. The DRC may grant variances or adjustments from any conditions and restrictions subject to the limits of Section 3.16 of the Master Declaration and the Rules and Regulations stated herein.

If a request is denied, you may contact the Management Company for more information or appeal the decision of the DRC to the CAB, or the Appeals Board established by the CAB. Appeals must be submitted in writing through the Management Company within 30 days of denial. The CAB or Appeals Board (as applicable) will then set a date for a hearing and notify you as to the time and place.

Plan ahead. The DRC strives to respond to requests quickly. However, the DRC normally meets once per month at irregular intervals, and may require up to 30 days after your complete submittal is received for a decision to be made.

In reviewing any matter, neither the DRC, the CAB, nor the Declarant, shall be responsible for the safety, whether structural or otherwise, of any item(s) submitted for review, or conformance with applicable building codes or other governmental laws or regulations, and any approval or conditional approval of an Improvement by the DRC, the CAB, or the Declarant, shall not be deemed a representation that the same complies with any such codes, laws, or regulations.

### 1.3 Approval Request; Plans and Specifications.

General. Each request for DRC approval (an “Approval Request”) at the conceptual design submittal and final design submittal phases shall be accompanied by an appropriate Submittal Form together with the required Plans and Specifications for the proposed Improvement, that show, the design and other characteristics of the proposed Improvement as are set forth in the applicable Design Guidelines herein, and a review fee as established by the DRC (the “Review Fee”). The DRC will submit a schedule of proposed review fees annually to the CAB for review and approval. The DRC may postpone review of any material submitted until it has received all required or requested Plans and Specifications and other information. The DRC shall notify the Owner in writing upon receipt of all required Plans and Specifications and that the Owner’s Approval Request is complete.

1.4 Submittal Forms. Use the appropriate Submittal Form, which you can obtain from the Management Company or on The Aurora Highlands website. There is a Submittal Form for Architectural Improvements and a Submittal Form for Landscape Improvements.

Architectural Improvements: provide complete Plans and Specifications for the proposed Improvement(s), including:

- Plot plan showing the location of the Improvement(s).
- Dimensions (i.e. height, width and length), description of materials, and color samples for any Structures or equipment. Paint samples should be at least 8” x 10”. In some cases, the DRC may require a sample of the material for its review. All samples will be provided at the applicant’s sole expense.
- Applicant information including name, street address and phone number (and mailing address if different than that of the Lot or Parcel upon which the proposed Improvements will be located).
- The DRC may require additional information depending on the nature of the request.

Landscaping Improvements: provide complete Plans and Specifications for the proposed project. Two types of designs and submittals may be submitted: A Standard Submittal or a Xeric Submittal. These submittals shall follow the City of Aurora minimum requirements. Minimum requirements will be per the entitlement documents for the neighborhood or the Xeriscape standards found in the City of Aurora Code. Use of these minimum requirements are outlined in the Design Guidelines set forth in Article 2, below. It will be the responsibility of the installation contractor or the homeowner to manage the submittal and approval process.

Plans and Specifications for Landscaping Improvements shall include:

- Plot plan showing the location of the Improvement(s).
- Dimensions and location of landscaped areas, description of hardscape materials, identification by species and variety of trees, shrubs, and other plant materials and numbers and location of same, and specifications of any fencing and walls proposed. Additional requirements for specific items are included in the A-Z Residential Design Guidelines and Rules and Regulations herein in Article 2.
- Applicant information including name, street address and phone number (and mailing address if different than that of the Lot or Parcel upon which the proposed Improvements will be located).
- The DRC may require additional information depending on the nature of the request.

All Approval Requests must be submitted in writing by email, fax or hard copy. When a complete Approval Request is received, the Management Company will forward the request to the DRC, track the Request, and return a written decision to the applicant.

#### 1.5 Review Procedure.

Approval of a majority of the members of the DRC, either at a meeting or in writing, shall be required to approve any Approval Request. If DRC approval is granted subject to conditions, the Owner shall revise its Plans and Specifications to incorporate such changes and shall deliver the required number of complete sets of revised Plans and Specifications (reflecting responses to all items) to the DRC, which shall again be reviewed in accordance with and in the timeframe described in Section 1.2, above.

#### 1.6 Modifications to Approved Plans and Specifications.

Any modification or change to an approved set of Plans and Specifications must again be submitted to the DRC for its approval in the same manner as for initial approval of Plans and Specifications.

#### 1.7 Appeal of DRC Decision.

- a. If the DRC disapproves any part of the Plans and Specifications submitted (or approves the same subject to conditions) or denies a request for a variance (as described in Section 1.9 herein), the Owner may, within thirty (30) days after the DRC's disapproval, deemed disapproval, or denial, make a written request for a hearing before the CAB, or any appeals board established by the CAB in accordance with the Master Declaration, to reconsider the Plans and Specifications or denial of a variance. A form of a Request for Hearing may be obtained by from

the Management Company or on The Aurora Highlands website. Upon receipt of a valid Request for Hearing, the CAB shall set a time, date, and place of the hearing, which shall be conducted at a CAB Board meeting no later than sixty (60) days after receipt of the Request for Hearing, and so notify the Owner. The Owner or other interested parties may provide testimony at the scheduled hearing. The CAB shall provide the applicant or registrant with written findings and a ruling by certified mail, within 10 days after the completion of the hearing. Any decision rendered by the CAB or Appeals Board shall be final.

#### 1.8 Prosecution of Work; Notice of Completion; Notices of Noncompliance.

All work approved by the DRC in an Approval Request must be diligently prosecuted to completion, and a Notice of Completion delivered to the DRC in connection therewith, in accordance with and within the time allotted in Article 3 of the Master Declaration. In addition, the DRC shall have the powers to inspect the work and issue Notices of Noncompliance as set forth in the Master Declaration.

#### 1.9 Variances.

Exceptions from the provisions of the Design Guidelines are considered by the DRC on a case-by-case basis for specific applications only, and shall not establish a precedent for any other project or future development. Typically, a technical criteria variance is submitted with and reviewed concurrently with plans for the Improvement pursuant to the Design Guidelines.

##### (a) Submittal Requirements for Technical Criteria Variance.

- (i) Criteria from which the variance is sought.
- (ii) Identification of the alternative design, improvement, construction technique or material proposed to be used.
- (iii) Supporting documentation including: justification for variance including how the intent of the criteria is still being achieved, related calculations, details, exhibits, etc.
- (iv) The variance request shall be signed by the owner or design professional.

(b) Review Criteria for Technical Criteria Variances. A technical criteria variance may be approved if one or more of the following criteria are met, provided that no variance shall impose a detriment or injury to other property or Improvements within the

Community and will not militate against the general intent and purpose of the Design Guidelines and the Master Declaration:

(i) The standards may be met by an alternative method that is demonstrated to have an equivalent or better function and meet the same objective.

(ii) Physical constraints exist, such as steep topography or other natural hazards, which limit the ability to install the Improvement, would limit healthy plant growth, or could cause safety concerns. Site conditions, including geology, topography, indigenous soils, or issues related to water demand, may be better addressed through the alternative proposal.

(c) Documentation of a Technical Criteria Variance. Technical criteria variances shall be documented on drawings for construction and inspection purposes, including: the variance number, description of the variance, any conditions of approval, and the approval date.

(d) Appeals of Denials to the CAB. If the DRC denies a request for a variance, it shall provide notice thereof within thirty (30) days after such denial. Notice shall include the reason for the action and shall be delivered to the address of record, if no notice is provided within 30 days, the variance request shall be deemed denied. The Owner requesting such variance may appeal such decision to the CAB or Appeals Board, pursuant to the procedures set forth in Section 1.7 herein.

## Article 2. *A-Z Residential Design Guidelines and Rules and Regulations*

**Please note:** The Residential Design Guidelines (“Design Guidelines”) are a part of the Rules and Regulations for The Aurora Highlands and are subject to modification or amendment from time to time. OWNERS SHOULD REVIEW THESE RESIDENTIAL DESIGN GUIDELINES AND RULES AND REGULATIONS CAREFULLY. THE RESIDENTIAL DESIGN GUIDELINES INCLUDE PROVISIONS RELATING TO DESIGN, CONSTRUCTION AND OPERATION OF INTERIOR, EXTERIOR AND LANDSCAPING IMPROVEMENTS AND RULES AND REGULATIONS REGARDING THE USE OF LOTS.

The following Residential Design Guidelines and Rules and Regulations are not all-inclusive. Questions should be directed to the Management Company. Any requests not specifically addressed below will be reviewed by the DRC on a case-by-case basis. Unless otherwise stated below, the term “approval” refers to DRC approval.

- a. Accessory Structures
- All Accessory Structures (meaning all Structures located on a Lot other than a Residential Structure), including gazebos, greenhouses, play equipment, etc., shall be subject to prior DRC approval and will be evaluated on their individual merit, use, location on Lot and appearance.
- No Structure of a temporary character, including, but not limited to, a house trailer, shack, storage shed, or outbuilding, shall be placed or erected upon any Lot; provided, however, that during the actual construction, alteration, repair or remodeling of a Structure or other Improvement, necessary temporary Structures for storage of materials may be erected and maintained by the Declarant, Builder or a Person doing such work.
- Notwithstanding the foregoing, a storage shed may be considered an Accessory Structure of a “permanent character” if assembled on-site, constructed of the same materials found on the exterior of the home, and painted colors matching or complimentary to the home. Storage sheds of a permanent character are subject to DRC approval and will only be allowed if at all:
- In rear yards;
  - Not exceeding 8’0” high at the peak;
  - Not larger than 80 square feet; and

- Not over or within any utility easements on the Lot and within setback requirements for the City of Aurora.

See also Play Equipment.

- b. Additions and remodeling  
Approval is required for all additions, expansions, or remodeling which will alter the exterior of the residence. Submittals must include detailed Plans and Specifications, dimensions, and location. All plans for such improvements must match the overall theme of the residence.  
  
The DRC may also require certification of any plans or drawings by a licensed architect and/or engineer, as well as copies of building permit(s) upon their issuance.
- c. Address numbers  
Address numbers may not exceed 6" in height. Submittal should specify location and materials.
- d. Advertising  
See Signs.
- e. Air conditioners  
See HVAC.
- f. Animals  
See Pets and Pet enclosures.
- g. Antennas and satellite dishes  
No Owner or Resident may install exterior wiring for electrical or telephone installation or for any other purpose, nor shall any items, including but not limited to, television, cable, or radio antennae, furnace or other vent, machines or air conditioning unit vents, be installed on the exterior of a Residential Structure or protrude through the walls or the roof of Improvements, except with the approval of the DRC. Notwithstanding the foregoing, and subject to the Telecommunications Act of 1996 and applicable regulations, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside the home or otherwise "concealed from view".  
  
For the purposes of this section, a device shall be considered "concealed from view" if located in the rear

yard or in a side yard behind front 1/3<sup>rd</sup> of the home, and not exceeding 36" x 22" in size.

All other devices will be considered on a case-by-case basis.

h. Artificial turf

Approval is required prior to the installation of artificial turf. Artificial turf products will be considered on a case-by-case basis. Applicant shall include a product sample (minimum 10"x10") with the request. Artificial turf will only be allowed in rear yards if at all.

**General Guidelines:**

1. The synthetic turf must be natural in appearance and integrated into the overall landscape design in a natural looking manner, so as not to appear as a sports field and it shall not be installed directly adjacent to the property line.
2. Turf shall be comprised of two yarn type colors (green and tans) for a natural appearance. (putting greens may be single yarn type – green)
3. The general appearance of the synthetic turf must be designed and installed in such a manner as to effectively simulate the appearance of a well-maintained lawn.
4. The synthetic turf uniformity must be maintained for all areas.
5. The synthetic turf shall not be installed on slopes greater than 6%, unless it has been reviewed and approved by a licensed professional. This consultation service will be an expense of the homeowner.
6. All synthetic turf will need to be screened by a 3' rock or mulch bed boarding the perimeter of the property. Edges of turf rolls shall not be exposed.
7. No synthetic turf shall be installed or approved in the front yard. Artificial turf is approvable for use in rear yards only.
8. Maximum area of artificial turf permitted in rear yard shall follow the same standards for turf in rear yards.

9. Pile height must be at least 1.75" inches and no more than 3 inches (practice putting areas excluded).
10. Pile weight must be in the range of 30 to 80 ounces per square yard.
11. Turf must have a minimum of an 8-year product warranty and the warranty shall not be limited to the amount of usage, lawn elevation, nor the type of footwear that can be worn.
12. The product shall allow for vertical drainage at a minimum 10' of standing water per hour.
13. Turf must have UV protection.
14. The yarn denier needs to be a minimum of 5700 for putting greens and 7000 for yards.
15. Infill material shall consist of sand, rubber or a combination of the two products.
16. Sand will need to be silt free.
17. Rubber with steel filaments will not be allowed.
18. Primary backing system will require a minimum 8 ounces per square yard.
19. Secondary backing system will require a minimum 8 ounces per square yard.
20. No felt backing is allowed.

**Product Installation Requirements:**

1. Turf must provide adequate drainage both horizontal and vertical.
2. Turf cannot be placed directly on top of existing grass; dirt or hardscape. Adequate subgrade must be installed.
3. Subgrade
  - Should include a geotextile fabric that is placed between the existing, compacted soil and the porous aggregate material.
  - Porous Aggregate layer is defined as a material that is compacted and will provide stability for the subgrade and the material should be porous enough to allow for sufficient vertical drainage.
4. Turf must be adequately secured – no ripples or seams showing.

5. Seaming should be completed using an approved tape and glue or stitching.
6. Stitch rate should be a minimum of 10 stitches per 3”.
7. Tear Strength should be a minimum of 200 lbs.
8. Turf edges must be finished and anchored with either concrete curb, treated wood header, trench drain or an approved composite edging material. Turf needs to be securely fastened to prevent any lateral movement of the backing material.
9. Turf must have prepared base of “infill” as defined in the product specification section.
10. Turf must have a minimum 1-year installation/workmanship warranty.

**Maintenance Guidelines:**

1. The manufacturer and/ or installer shall provide the homeowner with detailed maintenance instructions for the synthetic turf.
2. Removal of all organic material from the surface shall be done before decomposition occurs.
3. Animal feces must be removed on a frequent basis and wash with a hose.
4. A spray irrigation system is recommended if using synthetic turf in yards containing pets, as this allows for regular washing of the material.
5. Color and appearance of turf must remain as originally submitted to the DRC. If not, this constitutes and is subject to covenant violation. In more detail the property would be considered in violation of landscape maintenance and possibly subject to levied fines until matter is rectified.

See also Landscaping.

i. Awnings and overhangs

Approval is required prior to installation. Awnings or overhangs should be an integral part of the house or patio architecture. The color must be the same as, or generally recognized as complementary to, the exterior of the residence.

- Submittal must include a sample of the fabric/material to be used and state whether the awning or overhang is retractable or permanent.
- j. Basketball hoops  
 Garage-mounted basketball hoops are not allowed.  
 Requests for free standing, pole mounted basketball hoops will be considered by the DRC in the front yard along the side of the driveway only or inside the rear yard areas subject to the following considerations: driveway configuration, proximity to the property lines, proximity to the neighbor's living areas, landscaping and vehicles.  
 Portable basketball hoops are allowed and shall not require DRC approval. However, all portable basketball hoops shall be stored out of view when not in use.
- k. Boats  
 See Vehicles.
- l. Business activities  
 Lots are intended for residential use only. Business activities must be secondary to the residential use of the home and conducted entirely within the home. Business activities shall not involve regular visitors, clients, employees, or deliveries. Business activities shall not be apparent or detectable by sight, sound, or smell from the outside of the home.
- m. Campers  
 See Vehicles.
- n. Clotheslines and drying racks  
 No permanent clotheslines, clothes poles, drying racks or drying yards shall be constructed, installed, erected or maintained.  
 Notwithstanding the foregoing, a retractable clothesline may be installed in the rear yard or in a side yard behind the front 1/3<sup>rd</sup> of the home and shall not require DRC approval. It shall be retracted when not in use.
- o. Decks  
 Decks must be cedar, redwood or a wood-look/textured material (e.g. "Trex" brand deck material). Wood decks shall be left their natural color, stained with a clear sealer, or stained to match fences. Painted decks are

not permitted. Wood-look materials must be a color compatible with the color scheme of the home.

Decks must appear to be an integral part of the residence, and, in general, no part of the stairs or landings will be allowed to extend into the side property area beyond the back corners of the home. Deck railing must also match that of the deck, existing railing on the house, or the general scheme within the Community. Deck skirting is not allowed on decks that are more than 2' above finished grade. Freestanding decks will be considered on a case-by-case basis.

All decks must comply with setback restrictions.

See also Fences.

p. Deck covers

See Awnings and overhangs.

q. Decorations, holiday and seasonal

No approval is required provided that materials are in good taste, not installed earlier than thirty (30) days prior to the holiday, and removed within fifteen (15) days following the holiday.

For the purposes of this section, a decoration shall be deemed "in good taste" if satisfying generally accepted social or aesthetic standards as determined by the DRC in its sole discretion.

See also Flags and flagpoles.

r. Decorations, permanent

Any permanent items such as yard statuary, benches, arbors, birdbaths, fountains, wall-mounted art, and so forth are not allowed in the front yard of the property. Such items may be permitted in the rear yard subject to DRC approval.

s. Dog runs and Houses

See Pet enclosures.

t. Doors

No DRC approval is required for screen, storm and security doors which are a neutral color (i.e. black, white, gray, bronze or consistent with color scheme of

residence) and which do not contain excessive scrollwork or filigree.

No DRC approval is required for entry doors which are stained or painted a color that is compatible with trim and siding of the home.

All other door styles and colors must be submitted for DRC approval.

See also Painting; Garages.

u. Drainage

There shall be no interference with the established drainage pattern over any property within the Community except as approved in writing by the DRC. Approval shall not be granted unless provision is made for adequate alternate drainage. Submittal package may also require certification of an alternate drainage plan by a licensed engineer. The “established drainage pattern” shall mean the drainage pattern that exists at the time that the overall grading of any Lot is completed, and shall include any established drainage pattern shown on any plans approved by the DRC or the Declarant, or any applicable governmental or quasi-governmental entity, in connection with the initial construction of the Residence.

Each Owner is required to contain mud, silt, or other debris on his/her own property. Owners are not allowed to increase or decrease historical flows of water onto adjacent property.

v. Driveways,  
sidewalks and patios

Repair or Replacement:

No DRC approval is necessary when repair or replacement involves identical materials, location, and dimensions. However, any changes will require DRC approval.

Materials:

Pavers, flagstone or concrete are generally permitted materials, subject to DRC approval. Submittal package

must specify which material and include a sample or color photo. Asphalt is not permitted.

No Widening of Driveways:

Extending, expanding or widening of a driveway is not permitted. Additionally, parking in the rear or side yard areas of the Lot is not permitted.

See also Vehicles.

New Projects:

New projects not installed by the builder (e.g. a path through the side yard or a patio in the rear yard) shall require DRC approval. Submittal package must show location and dimensions, and must specify the material, including a sample or color photo. Materials must be installed in a workmanlike manner so as to avoid excessive cracking or spalling. Submittal package may also require certification of any plans or drawings by a licensed architect and/or engineer.

See also Drainage.

See also Snow removal and maintenance.

w. Fences and Walls

Pursuant to Section 4.07 of the Master Declaration, no fences shall be permitted without the prior, written approval of the DRC, except such fences as may be constructed, installed or located by Declarant or Builder.

All fences will meet, at a minimum, the requirements set out in The Aurora Highlands FDP and in the FDP Appendix 15, Section 146-1741 (Location, Setback and Height Requirements). **See Exhibit A** hereto, for Fence Details. Refer to Appendix 15, Section 146-1743 (Design and Material Requirements) and Table 17.2 (Summary of Fence Design and Material Standards). Privacy walls are discouraged within Lots.

*Lots Less Than 60' Wide*

Privacy fence will be used along property lines but should not be “doubled-up” along the property line; only one fence will be allowed.

*Lots 60’ Wide and Larger*

Privacy fences should only be used on the interior of lots and not along the property lines. Privacy walls and fences should only be in the backyard area and along the main body of the building and used for screening patios, hot tubs, or similar type areas. In order to maintain views down property lines, privacy fences should not extend the entire length of the property line to the rear of the Lot, and should directly attach to the structure to which they are associated.

**General Fence Standards**

1. Fences along Parks, Open Space, and Common Landscape Areas shall be installed per the entitlement documents for the neighborhood.
2. When applicable, masonry screen walls shall be installed per the entitlement documents for the neighborhood.
3. Internal rear and side yard fences shall be at the discretion of the Homebuilder and shall conform to the fence options in the FDP. For consistency, all internal fences shall be the same within the neighborhood.
4. Wood fences shall be stained to match Diamond Vogel Grain Stain Exterior Semi-Transparent Oil Stain - Natural Tone Cedar – Product #AG-8319 stain color.
5. Metal picket fence is also allowed and encouraged in the Community.
6. Fence gates shall be permitted between the side and front yards.
7. Fence gates to CAB Property, parks, open space, common landscape areas, side yard streets or between adjoining side yards shall not be

permitted without special permission of the DRC or the CAB. Side yard fences shall require written permission from the adjacent Homeowner.

8. Wire mesh (“Pet Mesh”) will be permitted on 3-rail fences. The wire mesh shall be 2” x 4” Grid, 12 gauge galvanized welded wire sandwiched between the post and rail.
9. Refer to the FDP for each filing regarding additional fencing requirements.

**Maintenance Obligations:**

Homeowners shall maintain all Improvements located on their Lot, including but not limited to the fences. Fences located on a Lot line separating two Owners’ Lots shall be jointly maintained by the Owners. Fences located on a Lot line between an Owner’s Lot and CAB Property shall be maintained by the Owner.

- |    |                                 |  |
|----|---------------------------------|--|
| x. | Fireplaces, Firepits and Grills | <p>Built-in grills and outdoor kitchens constructed on patios and raised decks shall be no higher than 48 inches. Materials used should match those found on the exterior of the home. All masonry, stucco and stone should be identical to that found on the exterior of the home. All cooking appliances, whether built-in or free standing, must consist of a fuel/power source that is contained, and a feature that allows the fuel/power source to be extinguishable. Open-type charcoal grills and/or cooking appliances that hold or deposit ashes into an open vestibule will not be permitted.</p> <p>Fire pits shall be gas only. No open wood fires allowed. Independent of a patio’s position in a yard, standalone gas fire pits, permanent or portable, must be at least 10 feet from any Lot line (side and/or rear). No fireplaces, fire pits, or grills are allowed in any front yard.</p> |
| y. | Fireworks; firearms             | See Hazardous Activities, Materials or Chemicals   |
| z. | Flags and flagpoles             | An American flag may be displayed on a bracket holder attached to the home, in a window, or on a balcony and shall not require DRC approval. Nonetheless, the flag   |

must be displayed in accordance with the Federal Flag Code.

One (1) American flag and/or one (1) Colorado flag are permitted to be displayed per home provided the flag(s) do not exceed five (5) square feet each.

Flags for sports teams will be allowed during the duration of the current day's sporting event and must be removed at the conclusion of that day's sporting event. Flags for holidays will be allowed for a period of 30 days before and after such holiday.

DRC approval is required for all other flags and banners.

Permanent free-standing flagpoles must be approved by the DRC before installation.

All flags must be kept/flown in a neat and attractive condition.

aa. Garage sales

No approval is required for garage sales provided the items for sale are personal household goods, and have not been purchased for resale in bulk, at auction or estate sale, and provided the sale is held in such a manner so as to not disturb other residents of the area. All garage sales must comply with applicable municipal requirements. The CAB reserves the right to place limitations on the number of times per year that an individual Residential Structure can be used for garage sales.

After the conclusion of the garage sale, no items can be left out on the driveway, sidewalk, or street unless the Homeowner is having the items picked up. In no circumstances shall items remain visible for more than forty-eight (48) hours.

All garage sale signage must be removed promptly at the conclusion of the garage sale.

- bb. Garages
- Each single-family detached residence shall have a garage with the capacity for a minimum of two (2) cars. No garages shall exceed capacity for four (4) cars.
- Garage doors shall be wood, hardboard, fiberglass or metal. All garage doors must be painted the same as, or generally recognized as a complementary to, the exterior of the residence. Garage doors should not remain open for an unreasonable amount of time.
- See also Painting, exterior.
- cc. Gardens, flower and vegetable
- Vegetable beds or gardens are limited to back yards. The mature height of garden plants shall not exceed 6'. All gardens shall be kept in a neat, weed-free condition.
- Raised planters and garden beds shall be constructed of rock, split face masonry units, redwood or cedar timbers. Pressure treated, railroad ties, or other types of wood timbers are not permitted.
- Garden beds shall be cleaned of fruit or vegetables at the end of each growing season.
- Railroad ties and chain link fences are not permitted for enclosing gardens.
- See also Fences; Landscaping.
- dd. Gazebos
- See Accessory structures.
- ee. Grade change
- See Drainage.
- ff. Greenhouses and sunrooms
- See Accessory structures.
- gg. Hazardous Activities, Materials or Chemicals
- No Lot or Improvement may be used for any use, and nothing may be stored on any Lot or Improvement, which would constitute an unusual fire hazard, or would result in jeopardizing any insurance maintained on other Lots or Improvements within or on any other portion of the Community.
- No incendiary or explosive devices shall be permitted within the Community. "Incendiary or explosive device" shall include, but not by way of limitation, any device

consisting in whole or in part of flammable material or other material having the capability of exploding, igniting or burning, other than reasonably sized propane tanks (no larger than 20 pounds) intended for use with gas grills.

No fireworks or firearms may be fired or discharged within the Community, except (i) in any areas specifically designated therefor and in compliance with all Applicable Laws, (ii) with the permission of CAB and (iii) firework displays performed by professional pyrotechnics companies/persons approved by CAB.

Owners, Residents or guests shall not store any flammable, combustible, odorous, explosive, or other inherently dangerous fluids, chemicals or substances anywhere within the Community, except those reasonably required for normal household use and in accordance with these Rules and Regulations.

Gasoline or fuel for a lawn mower, snow blower, and the like may be maintained on an incidental basis on a Lot if the amount so kept does not exceed five gallons and is kept in UL approved containers. Gasoline or other volatile or incendiary materials or devices shall be stored only in a manner that strictly complies with all Applicable Laws. The CAB reserves the right to require Owners to promptly remove any such materials that the CAB believes might constitute a hazard. Owners agree to remove such contents upon receipt of written notice from the CAB.

Further restrictions are found in the Master Declaration.

hh. Hot tubs, spas and saunas

DRC approval is required for exterior hot tubs, spa equipment, saunas or jetted tubs (sometimes called Jacuzzis). Equipment must be installed in such a way that it is not immediately visible to and will not adversely impact neighbors by noise, drainage or other such problems. Equipment will only be permitted in

back yards at ground level. In some cases, the DRC may require the consent of the adjacent Homeowner.

See also Nuisances, lights, sounds and odors.

ii. HVAC

All heating, ventilation and air conditioning equipment shall be installed at or near ground level or completely contained within the Residential Structure. To the extent practicable, ground-level equipment shall be located in the rear yard or in a side yard behind front 1/3<sup>rd</sup> of the home.

Roof-mounted or window-mounted HVAC equipment is not permitted.

jj. Landscaping

General Standards:

1. Plant materials identified as prohibited in the City of Aurora, Adams County, and the State of Colorado are not permitted.
2. All turf and plants shall be fully irrigated to insure survivability by a 100% underground irrigation system.
3. Overhead Irrigation is discouraged in areas less than 8'.
4. Trees, shrubs, perennials, groundcovers are to be irrigated with some type of drip or bubbler irrigation.
5. Irrigation shall be controlled by an automatic controller with a rain sensor shut-off system.
6. Irrigation zones shall be divided in cover common hydrozones based on water needs of common plant material.
7. Turf species shall be moderate to lower water type species.
8. Mulch types shall be per the yard type designation below.
9. All shrub and mulch beds shall be contained by a rolled top metal or concrete edger.
10. Proper drainage per the Lot plot plan shall be maintained.
11. Builder, Owner, and contractor shall be familiar with and follow the geotechnical recommendations for foundation- related planting and irrigation.

12. Builder, Owner, and contractor shall be aware of utilities.

#### Front Yard Landscape

Front yard landscape installation will be the responsibility of the Home Builder and will include the portion of the side yard when adjacent to a public street. When following the minimum requirements, use plant material in the following method.

1. Use plant material sizes appropriate for the area planted.
2. Use 3 ornamental grasses as part of the required minimum quantity. (1 shrub = 3 grasses).
3. Use 3 flowering shrubs as part of the required minimum quantity.
4. At least 30% of plant material shall be evergreen.
5. The Street Side Landscape (tree lawn) may be planted with plant material when used as a continuation of a planting bed on the yard side of the sidewalk.
6. Street Side Landscape plantings shall not violate sight line or sign triangle restrictions.
7. Shrub and open mulch beds shall be mulched with 3" deep, ¾" to 1 ½" natural colored (tans, browns) river rock over weed control fabric.
8. Perennials, annuals, and trees in turf area shall be mulched with double shredded cedar wood mulch. Pea gravel may be permitted for perennials and annuals.
9. Painted or stained wood mulch is not permitted.
10. Cobble mulch is not permitted unless used as part of a drainage condition or small accents.
11. Landscape Boulders are permitted.

#### Rear Yard Landscape

1. Turf areas shall not exceed 50% of the rear yard. Side yards (corner of structure to side property line) shall not be included in the calculation.
2. Rear yards shall have a minimum of 1 tree when backing or siding to other yards.

3. Rear yards with a continual length wider than 50' at the rear property line shall have 2 trees when backing or siding to Parks, Open Space, or Common Landscape Areas.
4. Shrub and open mulch beds may be mulched with a mulch type at the discretion of the homebuilder or owner.
5. Rear yard mulch types can extend down the side yards to a fence, gate or hard edge separating the front yard.
6. Perennials, annuals, and trees in turf area shall be mulched with double shredded cedar wood mulch. Pea gravel may be permitted for perennials and annuals.

#### Side Yard Landscape

1. Planting between homes is not required.
2. Planting side yards when adjacent to public streets is required.
  - a. Side yard landscape adjacent to public streets shall screen 70% of the structure foundation to a minimum height of 5'.
  - b. Side yard landscape is not required when behind a side yard fence.

#### Landscape Maintenance Standards:

- A. Landscaping is to be kept healthy. Generally, this means the following practices are applicable:
  - i. Turf is mowed regularly and does not exceed four (4") inches in height.
  - ii. Planting beds, driveways, sidewalks, and turf areas are weed free, and turf is green.
  - iii. Dead branches are pruned out of shrubs and trees; dead plants are removed and disposed of properly. Dead trees must be replaced in order to maintain the minimum requirements.
  - iv. Trees in "Tree Lawns" (the grassy area between the sidewalk and the street): as trees grow towards maturity, the tree branches shall be removed up to eight feet above the ground. This is for safety of

passers-by and provides an open visual corridor so pedestrians can be seen on walks or crossing the street. Owners are responsible for any tree lawns unless otherwise provided by the CAB.

- v. Trees are maintained in a natural shape after pruning.
- vi. Insect infestations are treated quickly and effectively to prevent spreading.
- vii. Areas not covered by plant materials remain covered by mulch materials.

B. An automated irrigation system shall be required for all front and rear yards. Lawns, trees and plant materials shall be watered in compliance with applicable watering restrictions.

C. Depositing of yard waste onto any CAB Property, open space or common landscape areas is prohibited and subject to fine.

#### Timing of Installation:

Subject to obtaining prior DRC approval and the winter deferral period noted below, the Owner of each Lot (other than Declarant or Builder) shall install front yard landscaping on such Lot no later than 60 days after closing and rear yard landscaping must be completed by the Owner within 90 days after closing.

A WINTER DEFERRAL PERIOD is granted from November 1 to April 30. The completion window begins on the day of closing. This completion window is suspended during the deferral period, and begins again on May 1.

Front yard landscaping shall meet the City of Aurora's minimum requirements as set forth in Article 146-4 of the City's Unified Development Ordinance (as the same may be amended from time to time, the "UDO"). See Table 4.7-3 of the UDO for Residential Yard Landscape Requirements applicable to single-family detached lots sized 4,500 square feet or larger.

- See also Artificial turf; Fences.
- kk. Lattice work  
Requires DRC approval and will generally be limited to use under decks.
- ll. Lights, exterior  
All lighting, including any security type fixture, must be directed downwards and the light “cone” created must be contained within the Lot boundaries to avoid a glare to neighboring Lots.  
  
Landscape lighting is permitted provided the light fixture bulb is not visible from CAB Property, parks, open space or common landscape areas, roadways, or other homes.  
  
Walkway lighting must be directed to the ground and shall not exceed 24” in height.  
  
See also Nuisances, lights, sounds and odors.
- mm. Motor homes and recreational vehicles (RVs)  
See Vehicles.
- nn. Nuisances, lights, sounds and odors  
No nuisance shall be permitted which is visible within or otherwise affects the Community or any portion thereof, nor any use, activity or practice which unreasonably interferes with the peaceful enjoyment or possession and proper use of other Lots or CAB Property, open space or common landscape areas.  
  
No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others.  
  
No Owner or Resident of a Lot shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the CAB, an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system

serving any building within the Community. So as not to disturb other Owners, Owners and Residents of Lots shall not permit within Lots loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb others and volumes shall be appropriate between the hours of 10:00 p.m. to 8:00 a.m., and at all other times, as determined by the CAB (this provision shall not be deemed to restrict Commercial Parcels).

All roadways and walkways shall be clear for emergency traffic. No furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a roadway, walkway or any other place within the Community other than an Owner's Lot; provided, however, that bicycles may be stored in designated bicycle parking areas within the Community, if any.

The CAB assumes no liability for any loss or damage to articles left or stored in any portion of the Community.

See also Lights, exterior; Unsightly conditions.

oo. Painting, exterior

DRC approval is not required when repainting a home using identical paint (manufacturer, colors and color scheme) as originally applied by the Builder. However, any changes to the exterior paint will require DRC approval.

In general, the exterior colors of a home shall be primarily muted earth tones (e.g. gray, green, brown, beige, ivory, slate, etc.) with one or two accent colors applied to trim areas and architectural features/details.

Color samples must be at least 8"x10" and marked clearly as to the areas in which they will be used. Submittal package must also include a current color picture of the home depicting the existing color scheme.

See also Garages.

- pp. Patios See Driveways, sidewalks and patios.
- qq. Patio covers See Awnings and overhangs.
- rr. Pets
- No animals, horses, livestock, birds, poultry, reptiles, or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, that the Owners of each Lot may keep a reasonable number of bona fide household pets (including dogs, cats and other domestic animals approved by the (CAB and/or the applicable committee of the CAB), so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Community. Pigs, including pot-bellied pigs, are considered livestock, not household pets or domestic animals.
- For the purposes of this section, a “reasonable number” shall mean no more than three (3) household pets per Residential Structure.
- A Homeowner’s right to keep household pets is coupled with the responsibility to clean up after the pet and to pay for any damage caused by such pets.
- No animal shall be permitted to make an unreasonable amount of noise or cause any objectionable odor or become a nuisance. All pet waste must be removed from any property immediately and disposed of properly. This includes CAB Property, open space areas, parks, landscape tracts, commercial properties and residential properties. Each Owner with household pet(s) shall be financially responsible and liable for any damage caused by said pet.
- Pets must be leashed or otherwise contained at all times. Pets and livestock shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Community or otherwise left unattended, in each case outside of such Owner’s Lot, except for short durations and in such locations as may be

permitted by the owner of the property upon which it is leashed, chained or tethered. The Owner or Resident so leashing, chaining or tethering remains responsible for such pets and livestock, including any damage they cause.

Owners agree to comply with: current inoculations of pets as required by Applicable Law; and all other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet, including, without limitation, registration of pets.

The CAB may prohibit the keeping of certain breeds or kinds of pets, restrict the size of such pets, and impose conditions and restrictions upon the keeping of such pets, based upon a specific determination that such type or size of pet or that more than one of a particular type of pet may constitute a safety concern or nuisance to other Owners.

See also Nuisances, lights, sounds and odors; Pet enclosures.

ss. Pet enclosures

Approval is required for all pet enclosures. Fenced pet enclosures (dog runs) are permitted in rear or side yards provided the standard neighborhood fencing is utilized. Specialized dog run fencing may be submitted for consideration by the DRC, subject to written agreement by the adjacent Homeowner. Chicken wire and chain link materials are not permitted. The maximum size of a pet enclosure is three hundred (300) square feet.

Suggested methods of containment are:

- Privacy fence.
- “Invisible” below-ground electronic containment systems.

Approval is required for all pet houses (e.g., dog houses). The maximum size of a pet house is sixteen (16) square feet. Pet houses must be located in the rear yard and must not be visible above the fence line. Pet houses must be constructed with materials and colors

- which are compatible with exterior of the home.  
Architecture to be reviewed and approved by the DRC.
- tt. Play equipment  
Approval of the DRC is required prior to installation.  
This includes fort-style play structures, playgrounds, swing sets, climbing equipment, trampolines, etc.  
Submittal package must specify location and dimensions of play equipment, and include a product brochure or color photo.  
  
All play equipment shall be located in the rear yard and must be a minimum of 6' from any Lot line. The maximum height of play equipment is twelve (12) feet from ground.  
  
In some cases, the DRC may require the consent of the adjacent Homeowner and/or additional landscaping.  
  
Sport courts will be evaluated on their individual merit, use, location on Lot and appearance.  
  
See also Basketball hoops.
- uu. Pools  
See Swimming pools.
- vv. Recreational vehicles and motor homes  
See Vehicles.
- ww. Rentals  
Owners, Residents or their agents are not permitted to use Lots for short-term rentals or lodging, vacation rentals, "hotel" purposes, i.e., rental or leasing on a day-to-day or week-to-week basis, or any similar temporary lodging or living quarter arrangements. Leases shall be for a minimum term of thirty (30) days and shall be in writing. All leases are fully subject to the Governing Documents.
- xx. Retaining walls and walls  
Approval of the DRC is required.  
  
All walls shall be construction of rock, brick, split face masonry units, cedar or redwood construction. Pressure treated, railroad ties, other types of wood timbers or unfinished concrete masonry units are not permitted.

Retaining walls shall follow all City of Aurora requirements. A single retaining wall shall not exceed thirty-six (36) inches in height (as measured at the exposed side) without an engineering plan.

Retaining walls should utilize a stone or brick material and will be reviewed on a case-by-case basis. Railroad ties and unfinished concrete masonry units are not permitted.

See also Drainage.

yy. Roofing

Approval is required. In general, roofs shall be constructed with either asphalt shingle or concrete tile materials and utilize a product which is a minimum 30-year quality. Roofs must be a neutral color (e.g. brown, black or gray).

Partial replacement or patching of damaged roof sections must be completed with the same brand and color (or suitable replacement) such that the repaired section shall not be distinguishable.

In general, rooftop equipment is not permitted.

See also HVAC; Skylights; Solar panels and solar energy devices.

zz. Satellite dishes

See Antennas and satellite dishes.

aaa. Sheds

See Accessory structures.

bbb. Siding and exterior materials

Approval is required for any changes to the siding or exterior materials of the home. In general, siding material should be wood or fiber cement (e.g. Hardie Plank brand). Aluminum, vinyl, and steel siding are not permitted.

The use of masonry (including stucco) is encouraged.

In general, all siding and exterior materials should utilize earth tone colors.

See also Painting, exterior.

ccc. Signs

No advertising or signs of any character shall be erected, placed, permitted or maintained, except political signs,

and other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House," "For Rent" or security sign(s) of not more than a total of five (5) square feet, posted only for the purpose of selling, renting or evidencing the existence of a security system on such Lot, and such other signs, for such length(s) of time, which have the prior written approval of the DRC or are otherwise expressly permitted by law.

Any signs not in conformance with the Governing Documents may be removed by or on behalf of the CAB, and any damage caused by the placement and removal of such nonconforming sign shall be paid for by the Owner responsible for the placement of such sign.

Notwithstanding the foregoing, political signs:

- May be displayed no earlier than forty-five (45) days before election and seven (7) days after election.
- Shall be limited to one (1) sign per political office or ballot issue that is contested in a pending election.
- Each sign shall not exceed 36" x 48" in size.
- Each sign shall remain within the homeowners' property lines.
- No political signs may be placed on any CAB Property, open space or common areas owned and/or maintained by the CAB.

ddd. Skylights

Skylights must be installed at the same pitch and angle of the existing roof. Bubble style skylights are not permitted.

eee. Snow removal and maintenance

Snow removal and maintenance of driveways and certain sidewalks in front of or adjacent to the home are the responsibility of the homeowner. Snow removal and maintenance of mail kiosks and sidewalks in Common Areas are the responsibility of the CAB.

		Residents may contact the Management Company for questions or clarification on snow removal.
		See also Driveways, sidewalks and patios.
fff.	Solar panels and solar energy devices	Homeowners are encouraged to install solar panels. Solar panels will be reviewed on a case-by-case basis. In general, solar panels should follow the same pitch and angle of the existing roof so as to minimize visual impact to adjacent Owners.
ggg.	Storage structures	See Accessory structures.
hhh.	Swamp coolers	See HVAC.
iii.	Swimming pools	Inflatable or lightweight wading pools and splash pools not to exceed twelve (12) feet in diameter may be located in the rear yard without DRC approval between the months of May and September.  All other swimming pools require DRC approval prior to installation. Permanent above-ground pools are prohibited.  All appropriate permits must be obtained from the governing municipality and all safety requirements met.
jjj.	Swing sets	See Play equipment.
kkk.	Trampolines	See Play equipment.
lll.	Trailers	See Vehicles.
mmm.	Trash containers	Trash containers may be placed at curbside for pickup after 6:00 p.m. on the evening before pick-up and shall be returned to a proper storage location by 9:00 p.m. the day of pick-up.  Trash containers shall be kept within garages or stored out of sight behind suitable enclosures or locations approved by the DRC at all other times except pickup, and shall be kept in a clean and sanitary condition.  See also Trash and recycling services; Wildlife precautions.

- nnn. Trash and recycling services  
Trash and recycling services are provided by the CAB. Please contact the current Management Company with any questions or concerns.
- ooo. Tree houses  
See Play equipment.
- ppp. Unsightly conditions  
No unsightly conditions, Structures, facilities, equipment or objects shall be located on any Lot so as to be visible from a street or from any other lot.  
  
Rugs, clothing or other household items may not be hung from any window, balcony, fence, or facade of the buildings. No clothesline of any type shall be allowed which is visible from the street or any neighbor's Lot.  
  
For the purposes of this section, a condition shall be deemed “unsightly” if unkempt, distasteful or generally unpleasant to look at, as determined by the DRC in its sole discretion.  
  
See also Nuisances, lights, sounds and odors.
- qqq. Vehicles  
Certain Types of Vehicles Restricted:  
Commercial vehicles, tractors, mobile homes, recreation vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, golf carts and boat trailers must be parked only in enclosed garages and may not be parked on the street. Notwithstanding the foregoing, recreation vehicles and motor homes may be temporarily parked for a maximum of seventy-two (72) consecutive hours in the driveway of a Lot for the purposes of loading, unloading and delivery.  
  
For the purposes of this section, a “commercial vehicle” means a vehicle that meets any of the following: is used to transport cargo or passengers for profit or hire; or may (but is not required to) contain signage, advertising, or written information on the vehicle or extending from the vehicle; or is any vehicle registered with the State Motor Vehicles Department as a “commercial vehicle”; or meets the definition of local ordinances for being a

commercial vehicle; or is any vehicle that is larger than 1 ton capacity.

Additionally, “recreation vehicle” means motor homes, pick-up trucks with camper shells, trailers, self-contained recreational vehicles, motorcycles, motorbikes, snowmobiles, jet skis, boats, all-terrain vehicles, and other apparatus intended for use on land, water, or in the air, and the trailers used for their transportation.

Notwithstanding the foregoing, any such recreation vehicle may be otherwise parked temporarily for loading, unloading and/or delivery.

No Abandoned or Inoperable Vehicles:

No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community except in a garage. An “abandoned or inoperable vehicle” shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of two weeks or longer, or which does not have an operable propulsion system installed therein, is up on blocks or covered with a tarpaulin for 72 consecutive hours, or which is not then currently registered and licensed, or which exhibits other characteristics of being abandoned or inoperable, such as, but not limited to, flattened tires or broken windows.

No Maintenance or Repair of Motor Vehicles, Trailers, or Boats:

No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of motor vehicles, trailers or boats, may be performed or conducted in the Community. This restriction does not prevent washing and polishing of any motor vehicle, trailer or boat.

Parking Restrictions:

- Parking shall only occur in garages, on driveways, on streets (where permitted by law), or in designated parking areas. Parking in rear or side yard areas is not permitted.
- rrr. Water features  
Low volume water features may be permitted provided they are not audible to the adjacent homeowner. Design approval shall be at the discretion of the DRC and low volume water features will be evaluated on their individual merit, use, location on Lot and appearance.
- sss. Weather vanes  
Weather vanes require prior DRC approval and will be evaluated on their individual merit and appearance.
- ttt. Wind energy devices  
Wind energy devices require prior DRC approval and will be evaluated on their individual merit, use, location on Lot and appearance.  
  
See also Nuisances, lights, sounds and odors.
- uuu. Windows  
All window frames shall be painted or stained wood, vinyl, composite or non-reflective metal framers and dividers. Reflective glass and reflective window tinting are not permitted.
- vvv. Wildlife precautions  
Wildlife may be present in the Community, including but not limited to coyotes, foxes, rabbits, raccoons, skunks, and so forth. In order to minimize harmful interactions, homeowners shall:
- Keep all pet food and pet food bowls inside;
  - Keep trash sealed and/or enclosed within the home; and
  - Never leave pets or children unsupervised outdoors.
- www. Wood storage  
No wood piles or storage areas shall be so located as to be visible from a street, from the ground level of any Lot or from any Common Area. Firewood shall be neatly stacked, and shall be located within a screened enclosure or other appropriate feature. Wood piles and enclosures may not exceed four (4) feet in height and sixteen (16) square feet in total area.

xxx. Yard sales

See Garage sales.

### **Article 3.   *Parks and Open Space Rules***

The following rules apply to CAB owned, managed and leased properties within the Community (“CAB Properties”):

3.1     Dog owners must leash and have physical control of their dog(s) at all times, unless permitted within designated dog parks. Dog owners shall pick up and dispose of dog's excrement.3.2 Motorized vehicles are prohibited in parks, trails, and open space except as provided in Section 3.26, below.

3.3     Glass containers, littering, dumping and misuse of public property are prohibited.

3.4     Fires are permitted within charcoal burning grills provided at park shelters, or within liquid-fueled or gas-fueled grills/stoves on CAB owned, leased or managed developed park sites and parking lots when no fire restrictions apply.3.5: Firing or shooting any firearm or archery equipment in or into any CAB Properties is prohibited.

Firearms are defined as any pistol, revolver, rifle, bow or other weapon of any description from which a shot, projectile, arrow or bullet may be discharged. This includes and is not limited to compressed air guns, CO2 and battery operated guns, BB guns, pellet guns, air soft pellet guns, paintball guns, and slingshots. Archery equipment is defined as any bow and includes, but is not limited to, a crossbow, longbow or compound bow, which shoots arrows or other projectiles. Model rockets and airplanes are defined as any craft that is propelled off the ground by a gas or electric engine, CO2, compressed air or any other form of power. Only model gliders propelled by humans and airplanes propelled by elastic bands are permitted.

Possessing fireworks, firearms, archery equipment, model rockets and airplanes on any CAB Properties is prohibited, except as provided by C.R.S. Section 18-12-201et seq.

3.6     The operation of any unmanned aerial system (UAS), also known as drones, on CAB Properties is prohibited without a permit. Events or specific activities can use a drone if issued a permit or as identified in a contract with the CAB.3.7     Swimming or the use of watercraft and or floatation devices is prohibited. Use of model, or remote controlled toy boats on CAB owned or managed ponds and open water may not interfere with, or disturb fish, wildlife and fishing activities.

3.8     Ponds and Open Water: The following activities are prohibited; walking on ice covered pond surfaces, swimming, use of watercraft, and use of floatation devices.

- 3.9 Parks and open space are open from 5:00 a.m. to 11:00 p.m. daily.
- 3.10 Hitting golf balls in or into CAB Property is prohibited.
- 3.11 Amplified sound systems are prohibited unless specifically authorized in writing by the CAB.
- 3.12 Disorderly conduct as defined in C.R.S. 18-9-106 is prohibited.
- 3.13 Relocating or releasing animals, fish, birds or insects on CAB Property is prohibited.
- 3.14 CAB owned and managed ponds and water bodies are regulated by both statewide rules and the CAB's posted site rules.
- 3.15 Harassment of wildlife as defined in C.R.S. 33-6-128 is prohibited. All of this statute is incorporated herein except sub-section (3).
- 3.16 Camping is prohibited without permit.
- 3.17 The safe use of small stakes (not to exceed 10 inches in length) is permitted in parks. All other staking requires an application and permit issued by the CAB.
- 3.18 Motorized vehicles are not permitted in open space except as provided by Section 3.26, below. Private property may not be accessed through CAB open space.
- 3.19 Dumping and littering of any kind is prohibited. This includes grass clippings, sod, soil, trash, debris, landscape materials, and dog waste.
- 3.20 Recreation amenities such as playgrounds, tetherball, volley ball courts, ball fields, trampolines, horseshoe pits, tree houses, rope swings and archery ranges not constructed by the CAB are prohibited. Personal items shall not be affixed to structures, signs, and posts without being permitted in writing by the CAB. Attaching personal items to trees is prohibited.
- 3.21 Extended Landscaping: Improvements including: irrigation, landscape materials, shrub and tree planting, gardening, structure of any kind or retaining walls are prohibited on CAB Properties. Tree and shrub growth extending onto CAB Property that interferes with CAB maintenance practices is prohibited.
- 3.22 Storage or staging of any type of equipment or materials is prohibited.
- 3.23 Dog Off-Leash Areas (if any) hours are from 7:00 A.M. until sunset year-round.
- 3.24 Damage or misuse of CAB Property is prohibited. This includes, but is not limited to applying herbicide, digging and erosion caused by drainage from adjacent property.

### 3.25 Fence Rules:

- (a) Owners of property adjacent to fences maintained by the CAB shall not place any landscaping or other materials in such a manner as to cause damage to the CAB's fence. Additionally, nothing shall be placed or affixed on to any CAB fence. The CAB may remove any such materials at any time. Any person causing any damage to any fence maintained by the CAB shall be responsible for the cost incurred by the CAB to repair the fence. Homeowners will be required to remove all landscaping or other materials so that the CAB may repair such damages.
- (c) Owners of properties adjacent to fence owned by the CAB shall not remove any portions of fence for yard access or any other reason.

### 3.26 Operation of Motorized Vehicles and Equipment

The operation of any motorized vehicle or equipment on or through parks and open space owned or maintained by the CAB is prohibited except for the following:

- (a) CAB service vehicles and equipment.
- (b) Law enforcement, fire, rescue, and emergency vehicles and equipment, including the sheriff, police, Colorado Division of Wildlife, and animal welfare.
- (c) Vehicles and equipment operated at the direction of public agencies, such as the City of Aurora, Urban Drainage and Flood Control, Colorado Interstate Gas, and Fire and Rescue when being used by such entities to install or maintain facilities located in their easements or rights-of-way.
- (d) Vehicles and equipment operated by contractors of the CAB provided the contractor has obtained an access permit from the CAB.
- (e) Class I and II electrical assisted bikes as defined by C.R.S. 42-1-102 are permitted.
- (f) Other Power-Driven Mobility Devices are permitted in accordance with Applicable Law, including the Americans with Disabilities Act:

### 3.27 Violations of Article III:

Violations any of the provisions of Article III of the Rules or Regulations are misdemeanors punishable as provided in §18-9-117 of the Colorado Revised Statutes.

### 3.28 Other Remedies of the CAB:

Any violations adjacent to private property shall be deemed to have been placed by the owner of the adjacent property and that property owner shall be responsible for the correction of the violation.

- (a) In addition to any penalties provided by the Colorado Revised Statutes, the CAB may correct violations of at the expense of the responsible party.
- (b) Prior to correcting any violation pursuant to Subsection (a) above, the CAB shall give the party responsible 3 days written notice. Immediate action will be required when the violation is determined by staff to be a public safety issue.
- (c) In the event the CAB corrects any such violation, the responsible party shall be assessed a fee equal to the amount required to correct the violation plus 20% for administrative expenses. Any party aggrieved by this section may appeal to the CAB.

### 3.29 Temporary Access to Park and Open Space:

Any person working on CAB property must obtain a Temporary Access Permit from the CAB. A Temporary Access Permit Application must be completed and submitted to the Management Company and approved by the CAB before work may commence.

### 3.30 Programs and Lessons on CAB Properties:

All lessons and/or programs held on CAB Properties must be approved by the CAB prior to any use. Approval shall be in the form of a park permit, lease or a personal services contract with the CAB. All uses are subject to current park reservation or lease fees. Parents instructing their children or family members and friends recreating in parks are exempt from this rule provided that a fee is not charged and that the activity is not regularly scheduled and ongoing.

### 3.31 Temporary Park Vending:

- (a) Any vendor selling concessions or food items in the Community must obtain a Temporary Vending Permit. A Temporary Vending Permit Application must be completed and submitted with associated fees to the CAB. Vending shall be permitted only within designated areas of the community parks.
- (b) Vending is limited in scope to days and times approved by the CAB.

- (c) Vending at special events sponsored by organizations other than the CAB is not permitted unless approved by the sponsoring organization. Vendors associated with the sponsoring organization are not required to obtain a permit.

#### **Article 4. *Enforcement Committee; Enforcement***

4.1 Enforcement Committee. Pursuant to the Master Declaration, the CAB has established an Enforcement Committee. The Enforcement Committee is composed of no less than three (3) and no more than seven (7) members appointed and removed by the governing boards of the Districts. The Enforcement Committee shall be responsible for the ministerial administration and enforcement of the Governing Documents, and has the right to: (a) accept complaints for violations of the Governing Documents; (b) submit complaints regarding Violations of the Governing Documents; (c) inspect the Property for Violations of the Governing Documents; (d) issue various notices to Owners regarding the Governing Documents; and (e) provide all ministerial administration and enforcement of the Governing Documents. In addition, the DRC may submit Notices of Noncompliance to the Enforcement Committee for further action.

4.2 Owner Complaints. Any complaint by an Owner which alleges a violation of the Master Declaration or any other Governing Document shall be made in writing. A form Witness Statement may be obtained from the Management Company or on the Community website. At a minimum, the complaint shall set forth:

- (a) The name, Lot address or unit number and phone number of the complaining witness.
- (b) The name, if known, and Lot address or unit number of the violator.
- (c) The specific details or description of the violation, including the date, time and location where the violation occurred.
- (d) A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
- (e) The signature of the complaining witness and the date on which the complaint is made.

4.3 Notification of Alleged Violation. If (i) an investigation or inspection reveals that any part or portion of a Lot is not in compliance with the Governing Documents, (ii) the DRC has submitted a Notice of Noncompliance with respect to a Lot, or (iii) another Owner has submitted a complaint in accordance with Section 4.2 above, the Owner shall be notified of the

complaint and alleged violation by the Enforcement Committee or its duly authorized agent, and the Owner shall have thirty (30) days to correct or cure the violation, except that certain violations constituting a nuisance or a threat to the health, safety or welfare of another resident may require immediate correction or cure. If the complaint is based on conduct of the Owner's Resident, the Resident shall also be notified of the alleged violation. In addition, if the alleged violation is due to an Owner complaint, the complaining Owner will also be copied.

4.4 Opportunity for a Hearing Before the Enforcement Committee. Any Owner receiving a Notice of Alleged Violation and who has not corrected or cured the violation within the permitted time is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

- (a) If the Owner desires a hearing on the alleged violation, within ten (10) days after the Notice of Alleged Violation has been delivered on the Owner and the time for correction or cure of the violation has expired, the Owner must complete the Request for a Hearing form, in the form attached to the Notice of Alleged Violation and return it to the Enforcement Committee.
- (b) If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Enforcement Committee. The Owner shall be notified of the date and time of the hearing, which shall be conducted no later than thirty (30) days after receipt of the Request for a Hearing, as determined by the Enforcement Committee. The hearing shall be conducted in accordance with any rules and procedures therefor promulgated by the CAB or the Enforcement Committee.
- (c) At any such hearing, the Enforcement Committee shall hear and consider arguments, evidence or statements regarding the alleged Violation. Following a hearing, the Enforcement Committee shall issue, within ten (10) days, its determination regarding the alleged Violation.
- (d) Notification of the Enforcement Committee's determination shall be provided to the Owner. Where the Lot is determined to be in Violation of the Governing Documents, the Notification shall be considered a notice of violation (a "Notice of Violation"), and shall include the time period, which may be immediate and may not exceed thirty (30) days, in which the Violation is to be corrected, remedied or otherwise removed, as well as any Fines or other sanctions imposed. Fines may be imposed according to the Fees and Fines Schedule adopted by CAB, as the same

may be amended from time to time.

- (e) At any time prior to the Enforcement Committee's final determination of Violation, an Owner may notify the Enforcement Committee in writing that any Violation has been corrected, remedied or removed. Following inspection of the Lot by the Enforcement Committee and confirmation that the Lot is in compliance, the Enforcement Committee may suspend or dismiss all actions to enforce its remedies.
- (f) If no Request for a Hearing is filed within ten (10) days after a Notice of Alleged Violation, a hearing will be considered waived, the allegations in the Notice of Alleged Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed at a meeting of the Enforcement Committee. The Owner shall be notified by the Enforcement Committee of any such determination using the same form and in the same manner as if a hearing had been conducted.

4.5 Opportunity for a Hearing Before the CAB. Any Owner who has received a decision from the Enforcement Committee of a Notice of Violation that desires to appeal to the CAB is entitled to an opportunity for a hearing before the CAB. If the Owner desires such a hearing, the Owner must proceed as follows:

- (a) Within ten (10) days after the Owner's receipt of the Notice of Violation with the Enforcement Committee decision, the Owner must complete the Request for a Hearing form for a hearing before the CAB, which is attached to the Notice of Violation or may be obtained from the Management Company or on the Aurora Highlands website and return it as directed on the form.
- (b) If a request for a hearing is timely filed, a hearing on the complaint shall be held before the CAB at its next Board meeting. The Owner shall be notified of the date and time of the hearing, which shall be conducted no more than sixty (60) days after receipt of the Request for a Hearing. The hearing shall be conducted in accordance with any rules and procedures therefor promulgated by the CAB.
- (c) At any such hearing, the CAB shall hear and consider arguments, evidence or statements regarding the Notice of Violation. Following a hearing, the CAB shall issue, within ten (10) days, its written determination regarding the Notice of Violation.

- (d) Notification of the CAB's determination shall be provided to the Owner. Where the Lot is determined to be in Violation of the Governing Documents, the notification shall be considered a confirmed Notice of Violation (a "Confirmed Notice of Violation"), and shall include the time period, not to exceed forty-five (45) days, in which the Violation is to be corrected, remedied or otherwise removed, as well as confirmation of the Fines or other sanctions imposed by the Enforcement Committee.
- (e) At any time prior to the CAB's issuance of the Confirmed Notice of Violation, an Owner may notify the CAB in writing that any Violation has been corrected, remedied or removed. Following inspection of the Lot by the Enforcement Committee and confirmation that the Parcel or Lot is in compliance, the CAB may suspend or dismiss all actions to enforce its remedies.
- (f) If no Request for a Hearing is filed within ten (10) days after a Notice of Violation, a hearing before the CAB will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed as the Enforcement Committee recommends. The Owner shall be notified by the Enforcement Committee of any such determination using the same form and in the same manner as if a hearing had been conducted before the CAB.

4.6 Remedies. If an Owner does not cure any Violation within the time period set forth in the Confirmed Notice of Violation, the CAB shall have all of the remedies set forth in Section 6.05 of the Master Declaration.

## **Article 5. *Miscellaneous***

5.1 Master Declaration Prevails. In the event that there is any inconsistency between the provisions of these Rules and Regulations and the Master Declaration, the Master Declaration shall prevail. Capitalized terms used herein, but not otherwise defined in these Rules and Regulations will have the same definition given to such terms in the Master Declaration.

5.2 Amendment. The CAB may amend, supplement, repeal, replace or modify these Rules and Regulations from time to time as it deems appropriate or convenient in its sole discretion.

5.3 Construction and Development. Notwithstanding anything to the contrary herein contained, normal construction activities and parking in connection with Declarant's building of

improvements within the Community or Declarant's other developmental activities shall not be considered a nuisance or otherwise be prohibited by these Rules and Regulations.

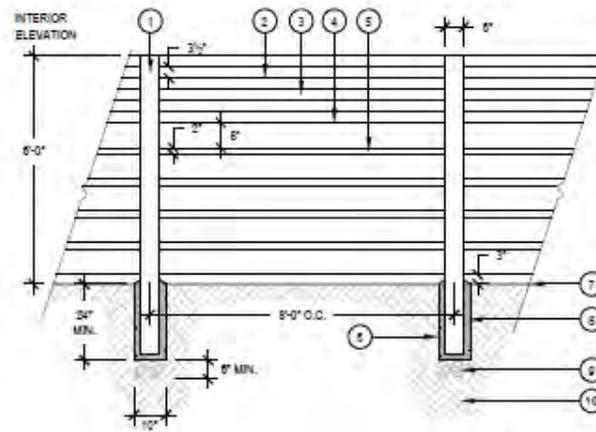
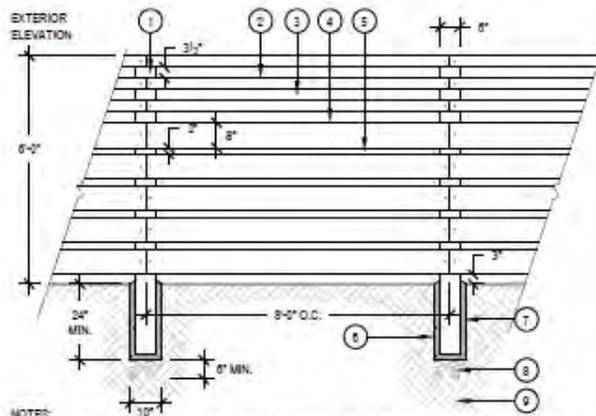
5.4 Remedies. All remedies set forth in the Master Declaration and these Rules and Regulations shall be cumulative of any remedies available at law or in equity, except as limited in the Master Declaration. The decision to pursue enforcement action in any particular case shall be left to the CAB's or Enforcement Committee's discretion, except that neither the CAB nor the Enforcement Committee shall be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the CAB or the Enforcement Committee may determine that, under the circumstances of a particular case:

- (a) the position is not strong enough to justify taking any or further action;
- (b) the covenant, restriction, or rule and regulation being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the CAB's resources; or
- (d) that it is not in the CAB's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the CAB's or the Enforcement Committee's right to enforce such provision at a later time or preclude the CAB or the Enforcement Committee from enforcing any other covenant, restriction, or rule.

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### EXHIBIT A Fence Details



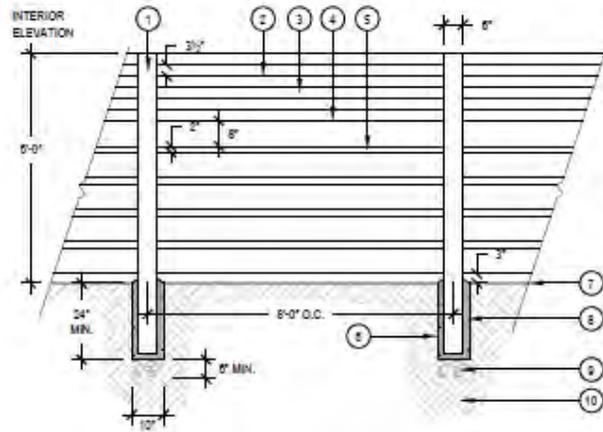
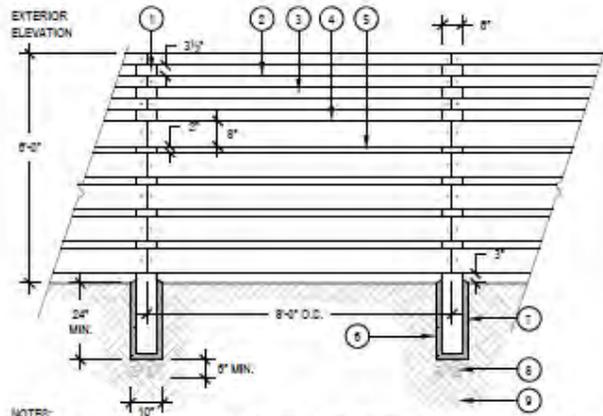
**NOTES:**

1. DETAIL IS PROVIDED TO COMMUNICATE DESIGN INTENT. CONTRACTOR TO PROVIDE SHOP DRAWINGS.
2. CONTRACTOR TO SUBMIT SAMPLES FOR APPROVAL PRIOR TO CONSTRUCTION.
3. ALL WOOD PICKETS AND POSTS TO BE STAINED WITH DIAMOND VOGEL GRAIN STAIN EXTERIOR SEMI-TRANSPARENT OIL STAIN - NATURAL TONE CEDAR - PRODUCT #A0-6319.

- 1 6"X6" SQUARE TREATED CEDAR POST
- 2 4" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET, ALL WOOD PICKETS AND POSTS TO BE STAINED WITH DIAMOND VOGEL GRAIN STAIN EXTERIOR SEMI-TRANSPARENT OIL STAIN - NATURAL TONE CEDAR - PRODUCT #A0-6319
- 3 3 1/2" GAP BETWEEN HORIZONTAL PICKET
- 4 6" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET
- 5 2" GAP BETWEEN HORIZONTAL PICKET
- 6 WATERPROOFING BASE OF FENCE POST; WOODLIFE CREOCOAT BLACK BELOW GROUND WOOD PRESERVATIVE
- 7 TOP OF FINISHED GRADE
- 8 SET FENCE POST IN MINIMUM 34" DEEP POST HOLES; MINIMUM 10" DIAMETER WIDTH; EARTH FORMED CONCRETE FOOTING
- 9 3/4" WASHED ROCK, CLEAN AGGREGATE DRAINAGE COURSE
- 10 ADJACENT SUBGRADE

PRIVACY FENCE

SCALE: 1/2" = 1'-0"



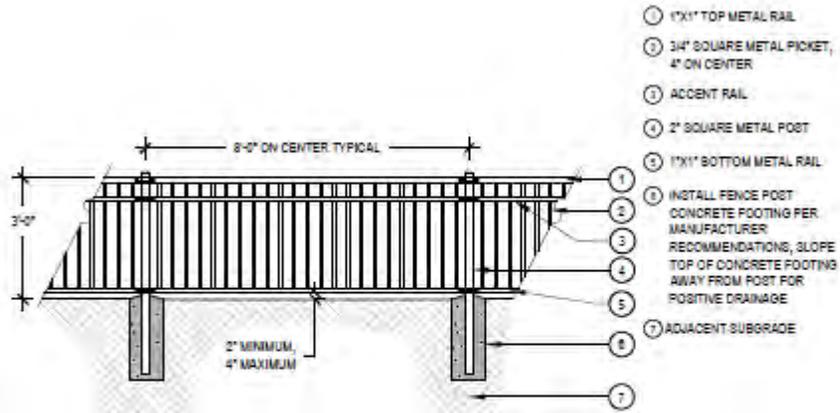
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- 1 6"X2" SQUARE TREATED CEDAR POST
- 2 4" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET, ALL WOOD PICKETS AND POSTS TO BE STAINED WITH DIAMOND VOGEL GRAIN STAIN EXTERIOR SEMI-TRANSPARENT OIL STAIN - NATURAL TONE CEDAR - PRODUCT #AG-8319
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- 6 WATERPROOFING BASE OF FENCE POST, WOODLIFE CREOCOAT BLACK BELOW GROUND, WOOD PRESERVATIVE
- 7 TOP OF FINISHED GRADE
- 8 SET FENCE POST IN MINIMUM 24" DEEP POST HOLES; MINIMUM 10" DIAMETER WIDTH; EARTH FORMED CONCRETE FOOTING
- 9 3/4" WASHED ROCK, CLEAN AGGREGATE DRAINAGE COURSE
- 10 ADJACENT SUBGRADE

**PRIVACY FENCE**

SCALE: 1/2" = 1'-0"

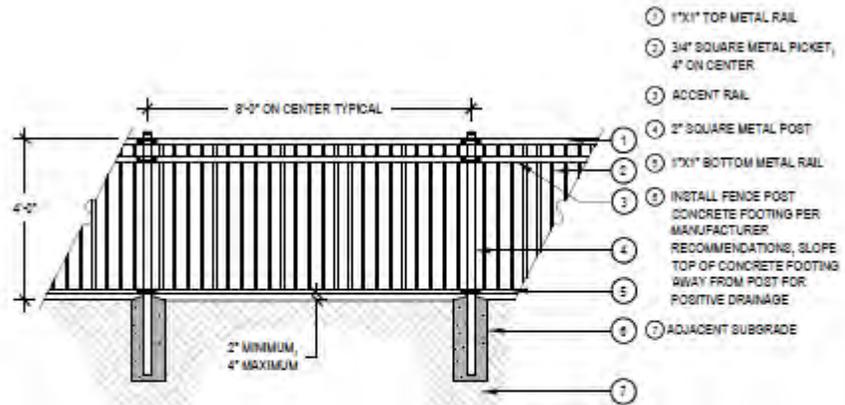


**NOTES**

1. FENCE TO BE AMERISTAR 3' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH. REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.

**3' METAL FENCE**

SCALE: 1/2" = 1'-0"

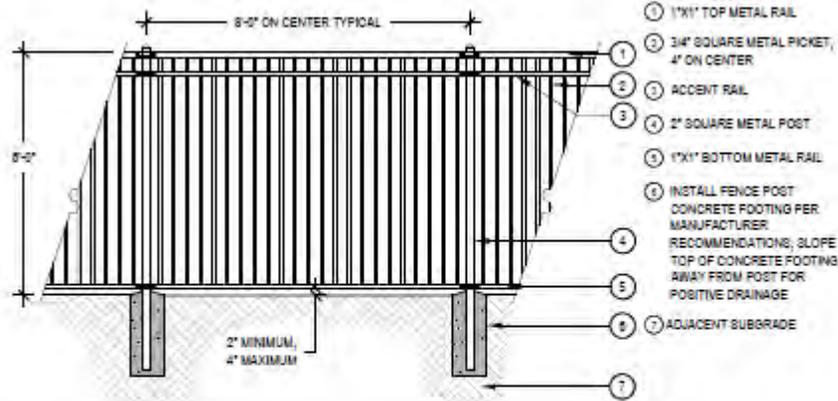


NOTES:

- 1. FENCE TO BE AMERISTAR 4' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH, REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.

○ 4' METAL FENCE

SCALE: 1/2" = 1'-0"



**NOTES:**  
 1. FENCE TO BE AMERISTAR 6' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH;  
 REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.

6' METAL FENCE

SCALE: 1/2" = 1'-0"

**THE AURORA HIGHLANDS  
APPLICATIONS AND FORMS**

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<input type="checkbox"/> DENIED (Reason(s) for denial):	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## APPLICATION FOR APPROVAL OF ARCHITECTURAL IMPROVEMENTS

Mail or Delivery:      The Aurora Highlands DRC  
    c/o District Manager  
    CliftonLarsonAllen, LLP  
    8390 E. Crescent Parkway, Suite 300  
    Greenwood Village, CO 80111-281

**Owner Name:** \_\_\_\_\_ **Property Address:** \_\_\_\_\_  
    (Please print clearly) \_\_\_\_\_

- Accessory Building     Deck/Gazebo/Pergola     Exterior Painting     Play Structure  
 Air Conditioning       Deck Cover               Exterior Lighting     Pool/Water Feature  
 Other: \_\_\_\_\_

Addition/Expansion to Home

**(Note: Initial Fee must be enclosed for review of plans – either \$150.00 for Addition/Expansion to Home or \$50.00 for all other requests)**

I understand that I must obtain approval from DRC prior to proceeding with this project, and that the DRC has up to 30 days to review this submittal from the date all acceptable materials are received by the DRC. In the event that no response is received by the 31st day, I understand that the submission is deemed denied and I must contact the DRC to determine the status of this submittal. I understand that additional standards or statutes may be imposed by the City of Aurora and/or the State of Colorado and that I am solely responsible to determine what those standards or statutes may be. I affirm that I am the Property Owner of the property referenced above with full authority to sign this application.

\_\_\_\_\_  
 Homeowner Email Address

\_\_\_\_\_  
 Print Name of Applicant

\_\_\_\_\_  
 Homeowner Phone Number

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date

DRC Use Only Below This Line

<input type="checkbox"/> APPROVED	
<input type="checkbox"/> APPROVED w/CONDITIONS:	
Condition 1	
Condition 2	
Condition 3	

<input type="checkbox"/> DENIED (Reason(s) for denial):	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**REQUEST FOR A HEARING BEFORE THE COMMUNITY AUTHORITY BOARD  
(CAB)**

I hereby request a hearing before the CAB on the decision made by the DRC denying my request for Approval of Architectural Improvements, Approval for Landscape Improvements, and/or for a variance from the Design Guidelines.

\_\_\_\_\_  
Owner/Resident's Name (printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Area Code and Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VIOLATION COMPLAINT - WITNESS STATEMENT**

**PLEASE PRINT OR TYPE.** Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

**INFORMATION CONCERNING WITNESS(ES) TO VIOLATION**

\_\_\_\_\_  
Reporting Witness Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parcel or Lot Address

\_\_\_\_\_  
Area Code - Phone number

**ADDITIONAL WITNESSES**

\_\_\_\_\_  
Name & Address

\_\_\_\_\_  
Area Code - Phone Number

\_\_\_\_\_  
Name & Address

\_\_\_\_\_  
Area Code - Phone Number

**INFORMATION CONCERNING THE VIOLATOR**

\_\_\_\_\_  
Violator's Name

\_\_\_\_\_  
Area Code - Phone Number

\_\_\_\_\_  
Parcel or Lot Address

\_\_\_\_\_  
Parcel or Lot Owner's Name, Address & Phone No. if different than the Violator.

**INFORMATION CONCERNING THE VIOLATION**

Violation Date	Time	Location
----------------	------	----------

\_\_\_\_\_  
Section(s) of Master Declaration or Rules and Regulations that was violated

Reporting Witness' Observations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were any photographs or sound recordings made? Yes \_\_\_\_\_ No \_\_\_\_\_ By whom? \_\_\_\_\_

Include any audio or videotapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph(s), the date it was made, the location it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL FULLY COOPERATE WITH THE CAB AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL \_\_\_\_\_ WILL NOT \_\_\_\_\_ APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_  
Signature

**NOTICE OF ALLEGED VIOLATION**

To: \_\_\_\_\_  
(Owner/Resident)  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE OF ALLEGED VIOLATION**

Re: Violation of Master Declaration or Rules and Regulations

You are hereby notified, as the Owner/Resident of the Parcel/Lot \_\_\_\_\_ at (Address, City) \_\_\_\_\_, Colorado that you violated the Master Declaration or Rules and Regulations. The actions complained of occurred on or about \_\_\_\_\_, 20\_\_\_\_ and are described as follows:

\_\_\_\_\_  
\_\_\_\_\_

You have \_\_\_\_ days to correct or cure the violation.

UNDER THE CAB’S RULES AND REGULATIONS, IF YOU FAIL TO CORRECT OR CURE THE VIOLATION OR REQUEST A HEARING BEFORE THE ENFORCEMENT COMMITTEE WITHIN 10 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE VIOLATIONS, YOU WILL BE DEEMED TO HAVE COMMITTED THE VIOLATION BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE IMPOSED AGAINST YOU.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, THE CAB MAY CORRECT THE VIOLATION AT YOUR EXPENSE.

Please consult the Master Declaration and Rules and Regulations for further details.

You may request a hearing before the Enforcement Committee by signing, dating and returning the attached Request for a Hearing form to the CAB at the address below.

Very truly yours,

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:  
c/o District Manager  
CliftonLarsonAllen, LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-281

Phone: 303-779-5710

**REQUEST FOR A HEARING BEFORE THE ENFORCEMENT COMMITTEE**

I hereby request a hearing before the Enforcement Committee on the statements made against me as contained in the Notice of Alleged Violation dated \_\_\_\_\_, 20\_\_\_\_ alleging a violation of the Master Declaration or Rules and Regulations for The Aurora Highlands.

\_\_\_\_\_  
Owner/Resident's Name (printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Area Code and Phone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTICE OF VIOLATION  
ENFORCEMENT COMMITTEE DETERMINATION**

To: \_\_\_\_\_  
(Owner/Resident)

Date: \_\_\_\_\_

**NOTICE OF DETERMINATION REGARDING VIOLATION**

On \_\_\_\_\_, 20\_\_\_\_ you were notified of a violation of the Master Declaration or Rules and Regulations of The Aurora Highlands. Pursuant to Rules and Regulations:

- A hearing before the Enforcement Committee was held at your request regarding the alleged violation.
- You have admitted to the violation by default and waived your right to request a hearing. After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:
- You were found not to have committed the violation and no action will be taken.
- A 1st, 2nd, 3rd or subsequent violation (circle one) of the Master Declaration or Rules and Regulations has occurred and a fine in the amount of \$\_\_\_\_\_ is now due.
- A violation of the Master Declaration or Rules and Regulations of a continuing nature has occurred and a fine in the amount of \$\_\_\_\_\_ per day from \_\_\_\_\_, 20\_\_\_\_ is now due. **A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE CAB HAS BEEN NOTIFIED.**
- Damages & expenses in the amount of \$\_\_\_\_\_ have accrued and are due.
- Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the CAB and are due.
- Damage has occurred or an architectural violation exists, as charged in the complaint. You have \_\_\_\_\_ days from the date of this Notice of Violation to correct the violation. If you fail to correct the violation within such time, the CAB will proceed to have the damage or violation corrected or repaired at your expense, or may exercise other legal remedies.
- As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and you will be responsible for paying the fees and expenses incurred.

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

c/o District Manager, CliftonLarsonAllen, LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-28

**REQUEST FOR A HEARING BEFORE THE COMMUNITY AUTHORITY BOARD  
(CAB)**

I hereby request a hearing before the Community Authority Board (CAB) on the decision made by the Enforcement Committee on the matters contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_\_\_ regarding violations of the Master Declaration or Rules and Regulations for The Aurora Highlands.

\_\_\_\_\_  
Owner/Resident's Name (printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Area Code and Phone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTICE OF DETERMINATION OF CAB ON APPEAL FROM ENFORCEMENT COMMITTEE NOTICE OF VIOLATION**

To: \_\_\_\_\_  
(Owner/Resident)  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE OF DETERMINATION REGARDING VIOLATION**

On \_\_\_\_\_, 20\_\_\_\_ you were notified of the Notice of Violation issued by the Enforcement Committee.

- A hearing was held at your request regarding the violation.
- You have admitted to the violation by default and waived your right to request a hearing. After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:
  - You were found not to have committed the violation and no action will be taken.
  - A 1st, 2nd, 3rd or subsequent violation (circle one) of the Master Declaration or Rules and Regulations has occurred and a fine in the amount of \$\_\_\_\_\_ is now due.
  - A violation of the Master Declaration or Rules and Regulations of a continuing nature has occurred and a fine in the amount of \$\_\_\_\_\_ per day from \_\_\_\_\_, 20\_\_\_\_ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE CAB HAS BEEN NOTIFIED.
  - Damages & expenses in the amount of \$\_\_\_\_\_ have accrued and are due.
  - Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the CAB and are due.
  - Damage has occurred or an architectural violation exists, as charged in the complaint. You have \_\_\_\_ days from the date of this Notice of Violation to correct the violation. If you fail to correct the violation within such time, the CAB will proceed to have the damage or violation corrected or repaired at your expense, or may exercise other legal remedies.
  - As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and you will be responsible for paying the fees and expenses incurred.

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:  
c/o District Manager, CliftonLarsonAllen, LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-28

**APPLICATION FOR APPROVAL OF NEW HOME DESIGN (BUILDER OR OWNER)**

Mail or Delivery:     The Aurora Highlands CARC  
 Address:  
 c/o District Manager,  
 CliftonLarsonAllen, LLP  
 8390 E. Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-28

**Builder/** \_\_\_\_\_  
**Owner** \_\_\_\_\_  
**Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Lot/Address:** \_\_\_\_\_

- New Home Floor Plan Review                       Plot Plan Review                        
 Landscape Plan Review  
 Other: \_\_\_\_\_

**(Note: Initial Fee must be enclosed for review of plans – New Home Floor Plan Review \$2,500. Plot Plan Review or Landscape Plan Review \$150.00.)**

\_\_\_\_\_  
 Applicant Email Address

\_\_\_\_\_  
 Print Name of Applicant

\_\_\_\_\_  
 Applicant Phone Number

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 CARC Use Only Below This Line

<input type="checkbox"/> APPROVED	
<input type="checkbox"/> APPROVED w/CONDITIONS:	
Condition 1	
Condition 2	
Condition 3	
<input type="checkbox"/> DENIED (Reason(s) for denial):	

---

Signature of Authorized Representative

---

Date

**RESOLUTION NO. 2020-08-\_\_\_\_**

**RESOLUTION OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
ADOPTING RULES AND REGULATIONS REGARDING DEDICATION AND  
ACCEPTANCE OF PUBLIC IMPROVEMENTS**

- A. The Aurora Highlands Community Authority Board, (the “**CAB**”) is a political subdivision and public corporation of the State of Colorado, established November 21, 2019 pursuant to Sections 29-1-203 and -203.5, C.R.S., and with the powers and authority of the First Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement, dated April 16, 2020 (the “**CABEA**”), by and between Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1, and ATEC Metropolitan District No. 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (individually, a “**District**” and collectively the “**Districts**”).
- B. Section 29-1-203.5, C.R.S., authorizes the CAB to “exercise any general power of a special district specified in part 10 of article 1 of title 32, C.R.S., so long as each of the parties to the contract may lawfully exercise the power.”
- C. Section 32-1-1001(1)(f), C.R.S, authorizes the CAB to acquire, dispose of, and encumber real and personal property.
- D. Pursuant to the authority granted to the CAB by the CABEA, the CAB is authorized to provide for the design, acquisition, construction, installation, perpetual maintenance, and financing of certain water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation, limited fire protection and mosquito control improvements and services (the “**Public Improvements**”) within and without the Districts’ boundaries.
- E. The CABEA authorizes the CAB to own, operate and manage the Public Improvements, to cooperate with other governmental entities with respect to the Public Improvements, and to own, operate, and maintain all Public Improvements unless and until any of such Public Improvements are dedicated to the City of Aurora or another appropriate governmental entity for perpetual ownership and maintenance.
- F. The CAB desires to establish a policy to clarify the rules and regulations regarding the dedication and acceptance of Public Improvements.
- G. The Board of Directors of the CAB (the “**Board**”) wishes to adopt the Rules and Regulations Regarding Dedication and Acceptance of Public Improvements (defined below) as an official policy of the CAB.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, COUNTY OF ADAMS, COLORADO, AS FOLLOWS:

A. The foregoing Recitals are incorporated into and made a substantive part of this Resolution.

B. The CAB hereby determines that it is in the best interests of the CAB, the Districts, and the property owners, residents, and users of the Public Improvements, for the CAB to promulgate and adopt the Rules and Regulations Regarding Dedication and Acceptance of Public Improvements (defined below). The CAB further reserves the right to approve supplemental rules and regulations as contemplated by the CABEA and Rules and Regulations Regarding Dedication and Acceptance of Public Improvements (defined below), as necessary to serve the CAB, the Districts, and the property owners, residents, and users of Public Improvements.

C. Therefore, the Board of Directors of the CAB hereby adopts The Aurora Highlands Community Authority Board Rules and Regulations Regarding Dedication and Acceptance of Public Improvements as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Rules and Regulations Regarding Dedication and Acceptance of Public Improvements**”).

D. The Board of Directors declares that the Rules and Regulations Regarding Dedication and Acceptance of Public Improvements are effective as of June 18, 2020.

E. The Board hereby authorizes and directs the officers of the CAB and CAB staff to take all actions necessary to execute the duties, rights and obligations assigned to the CAB by the Rules and Regulations Regarding Dedication and Acceptance of Public Improvements.

F. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word hereof, or the application thereof in any given circumstance, 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.

G. Nothing herein shall be interpreted or construed as limiting the Board’s authority, in its sole and absolute discretion, to supplement or amend this Resolution from time to time.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION OF  
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
ADOPTING RULES AND REGULATIONS REGARDING THE DEDICATION AND  
ACCEPTANCE OF PUBLIC IMPROVEMENTS]**

**APPROVED AND ADOPTED** on \_\_\_\_\_, 2020.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD  
RULES AND REGULATIONS  
REGARDING DEDICATION AND  
ACCEPTANCE OF PUBLIC  
IMPROVEMENTS

ADOPTED: \_\_\_\_\_

McGeady Becher P.C.

The Aurora Highlands  
Community Authority Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## SECTION I – GENERAL PROVISION

### Section 1.1 Authority.

These Rules and Regulations are adopted by The Aurora Highlands Community Authority Board in accordance with the authority contained in Section 29-1-203.5, C.R.S., Title 32, Article 1, Part 10, C.R.S., and The Aurora Highlands Community Authority Board Establishment Agreement dated and effective November 21, 2019.

### Section 1.2 Interpretation.

These Rules and Regulations shall be subject to the following rules of interpretation:

(a) The terms “herein”, “hereunder”, “hereby”, “hereto”, “hereof”, and any similar terms, refer to these Rules and Regulations as a whole, including all exhibits, addendums, and amendments, and not to any particular article, section, or subdivision of these Rules and Regulations unless otherwise specifically stated to the contrary.

(b) All definitions and terms shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth herein.

(c) The captions or headings of these Rules and Regulations are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of these Rules and Regulations.

(d) The term “and” can mean “or” and the term “or” can mean “and” in any provision, article or section of these Rules and Regulations.

### Section 1.3 Amendments.

These Rules and Regulations may be amended by the CAB from time to time in the same manner as the Rules and Regulations herein were adopted.

### Section 1.4 Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of these Rules and Regulations is for any reason held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such provision shall not affect the remaining portions of these Rules and Regulations.

### Section 1.5 CAB Enforcement.

To the extent any Person fails to perform any act required by these Rules and Regulations, performs any such act in a negligent manner, or performs any act prohibited by these Rules and Regulations, the CAB may, in its sole discretion, correct any problem created thereby. In such event, all costs incurred by the CAB shall be charged and paid by such Person as provided herein.

Section 1.6 Definitions.

- (a) “**Approving Jurisdiction**” means any governmental or quasi-governmental entity with review and approval authority for Public Improvements.
- (b) “**Act**” means Title 32, Article 1, C.R.S., as the same may be amended from time to time.
- (c) “**Actual Cost**” means those costs which are to be incurred in the construction of a given Public Improvement, including but not limited to, design, survey, construction, engineering, administration, construction observation, and plan review and approval.
- (d) “**Board**” means the Board of Directors of the CAB.
- (e) “**CAB**” means The Aurora Highlands Community Authority Board, a political subdivision and public corporation of the State of Colorado.
- (f) “**CABEA**” means The Aurora Highlands Community Authority Board Establishment Agreement dated and effective November 21, 2019, as may be amended from time to time.
- (g) “**City**” means the City of Aurora, Colorado, a home-rule municipality.
- (h) “**County**” means the County of Adams, Colorado.
- (i) “**Developer**” means any owner of real property within the Service Area (as such term is defined in the CABEA) engaging in the development, construction, installation, removal, repair, or reconstruction of Public Improvements.
- (j) “**Development**” means the approximately 3,920-acre development known as The Aurora Highlands and the Aurora Technology and Energy Center, located in the City of Aurora, County of Adams, State of Colorado
- (k) “**Member District**” means each of the metropolitan districts being a party to the CABEA, as the same may be amended, from time to time.
- (l) “**Mile High**” means Urban Drainage and Flood Control District d/b/a Mile High Flood District, a Colorado special district.
- (m) “**Person**” means any individual, firm, company, association, society, corporation, group, special district, governmental agency, or other legal entity other than the CAB and Member Districts.
- (n) “**Public Improvements**” means those improvements and facilities to be financed and constructed as authorized under the Service Plans (as such term is defined in the

CABEA) of each Member District, together with associated real property where applicable, that are necessary for the completion of the Development, which shall include the Regional Transportation System (as such term is defined in the CABEA).

(o) **“Rules and Regulations”** means these Rules and Regulations of the CAB, as may be amended from time to time.

(p) **“Standards and Specifications”** means the rules, regulations, standards, and specifications of the City of Aurora, Colorado, as may be amended from time to time.

## **SECTION II – DEDICATION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS**

### Section 2.1 General.

This Section II outlines the requirements for the dedication to and acceptance of all Public Improvements by the CAB. A determination of acceptance of specific Public Improvements shall be made by the CAB pursuant to these Rules and Regulations, and subject to the reasonable discretion of the CAB, after review of due diligence investigations, studies, and reports that may be deemed necessary or advisable by the CAB.

### Section 2.2 Form of Dedication.

All dedications of Public Improvements to the CAB shall be made free and clear of all monetary liens or encumbrances. Fee title to real property may be conveyed or granted by Special Warranty Deed or a recorded plat that contains sufficient dedication language and the signed acknowledgement of the CAB. Public Improvements may be conveyed by Bill of Sale.

### Section 2.3 Conveyance of Real Property to the CAB.

The CAB may accept the conveyance of real property upon its review and approval of the following (subject in all events to the terms and conditions set forth in these rules and regulations):

(i) **Plat.** A subdivision plat, complying with applicable statutes and recorded in the real property records of the County, correctly identifying the property being conveyed. The CAB will not accept the conveyance of un-platted real property.

(ii) **Survey.** An ALTA/NSPS survey, plat certification, or other depiction of the real property reasonably acceptable to the CAB, dated not more than one (1) year before the date of conveyance.

(iii) **Deed.** A Special Warranty Deed, in a form reasonably acceptable to the CAB, accurately identifying the property as well as any exceptions or reservations of the grantor thereto.

(iv) **Title Commitment.** A title commitment from an underwriter, reasonably acceptable to the CAB, to issue an ALTA Form 2006 extended coverage owner’s policy of title

insurance, insuring title to the subject real property, free from any monetary liens or encumbrances and subject to such exceptions that are reasonably acceptable to the CAB.

(v) Tax Certification. The certification of the County that all ad valorem property taxes through the date of conveyance have been paid.

(vi) Environmental Assessment. A Phase 1 Environmental Site Assessment or other form of substitute site evaluation regarding the environmental risks associated with the property.

(vii) Feasibility Study/Analysis. A study of the land use, building, and construction laws and regulations and economic circumstances that affect the potential use of the property for its intended purpose.

(viii) The location, size, and character of the real property is suitable for the intended purpose, as determined by the CAB in the CAB's reasonable discretion.

The CAB may waive any requirement of Section 2.3(b) if, in the opinion of the CAB's Board of Directors, officers, employees, agents, and consultants, such requirements are unnecessary given the particular circumstances, location, risk, value, or other considerations implicated in the acceptance of the property.

#### Section 2.4 Acceptance Criteria for Public Improvements.

The CAB will assume responsibility for providing operations and maintenance of Public Improvements not otherwise accepted by an Approving Jurisdiction only upon transfer of such Public Improvements to the CAB by Bill of Sale (and conveyance of the associated real property pursuant to Section 2.3, if applicable), together with all appurtenant facilities and assignment of any necessary easements to the CAB, in accordance with the procedure set forth below. After all items required by the Approving Jurisdiction in an applicable subdivision improvements agreement have been satisfactorily completed, the Developer may request that the CAB preliminarily accept the Public Improvements. The CAB shall preliminarily accept the Public Improvements after review by the appropriate Approving Jurisdiction, and prior to final acceptance by the Approving Jurisdiction, upon, receipt, review, and approval by the CAB's accountant and engineer of the following:

(a) Legal description of the property on which the Public Improvements are constructed.

(b) Drawings of the as-built condition of the Public Improvements to be conveyed by the Developer.

(c) Certification of any Approving Jurisdiction that the Public Improvements have been constructed in conformance with applicable rules, regulations, Standards and Specifications, construction drawings, and any approved subdivision improvements agreement (as applicable).

(d) Lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers, or suppliers have been paid in full, in a form reasonably acceptable to the CAB (and such other documentation, records and verifications as may reasonably be required by the District).

(e) Assignment from the Developer to the CAB of any warranties associated with the Public Improvements, in a form reasonably acceptable to the CAB.; and

(f) Bill of Sale conveying the Public Improvements to the CAB, in a form reasonably acceptable to the CAB.

The CAB may waive any of Section 2.5(a) through 2.5(f) if, in the opinion of the CAB's Board of Directors officers, employees, agents, and consultants, such requirements are unnecessary given the particular circumstances, location, risk, value, or other considerations implicated in the acceptance of the Public Improvements.

#### Section 2.5 Inspection.

The CAB shall have the right to inspect at all times all Public Improvements connected to or to become connected to the facilities of the CAB. Authorized employees or representatives of the CAB shall be allowed free access at all reasonable hours to any property to ensure compliance with these Rules and Regulations. The CAB shall have the right to assess its costs for inspection, enforcement, and corrective actions undertaken pursuant to these Rules and Regulations and to levy fines and collect tolls, fees, and charges against any property that is not in full compliance with these Rules and Regulations.

#### Section 2.6 Title Warranty.

The Developer agrees that the Public Improvements shall be transferred to the CAB free and clear of all monetary liens and encumbrances and agrees to warrant and defend the conveyance of said Public Improvements to the CAB, its successors and assigns, against all and every person or persons. Should after the date of acceptance, the CAB determine that title to the real property, Public Improvements, and/or easements has not been effectively conveyed to the CAB, the Developer agrees to do whatever is necessary, at the Developer's sole expense, to insure that the conveyance is properly effected.

#### Section 2.7 Maintenance and Repairs.

The Developer shall be responsible for correcting all defects in the Public Improvements and for all routine maintenance of the constructed Public Improvements for a period of two years following conveyance of the Public Improvements to the CAB (the "**Warranty Period**").

(a) **Corrective Maintenance.** During the Warranty Period, the Developer shall correct, repair, or replace any part or parts of the constructed Public Improvements which the CAB determines were not constructed in accordance with adopted rules and regulations, Standards and Specifications, or approved plans or construction drawings, or which the CAB determines to be defective or of poor or unworkmanlike quality. In addition, the Developer shall

correct any soil subsidence or erosion problem which the CAB determines occurred in connection with construction.

(b) **Routine Maintenance.** During the Warranty Period, the Developer shall protect the constructed Public Improvements and shall be responsible for performing all routine maintenance on the constructed Public Improvements so as to keep the Public Improvements in good repair and condition, ordinary wear and tear excepted. The Developer's routine maintenance obligations shall include the obligation to repair and/or replace any part or parts of the Public Improvements damaged or rendered non-operative for any reason as a result of construction activities or usage.

(c) **Time of Performance.** During the Warranty Period, upon receipt of written notice from the CAB specifying what corrections and/or maintenance should be performed, the Developer shall, at its sole cost and expense, promptly perform such corrections and/or maintenance, or cause a licensed and bonded contractor to do the same. In the event the Developer fails or is unable to perform its obligations hereunder, the CAB, in order to ensure the proper operation of the Public Improvements and without waiving any of its other remedies, may perform said corrections and maintenance and invoice the actual cost thereof to the Developer, to be paid by the Developer within ninety (90) days of the date of such invoice.

(d) **Punch List.** Prior to the expiration of the Warranty Period, the Developer shall schedule an inspection of the Public Improvements for final acceptance and maintenance by the CAB. The Developer shall correct any deficiencies observed during the final inspection within the time period set by the CAB.

(e) **Indemnification; Insurance.** During the Warranty Period the Developer shall (i) indemnify, defend, and hold harmless the CAB and its affiliated entities or other persons or entities designed by the CAB from any and all liability for damage resulting from the negligent action or inaction of the Developer taken or not taken in the performance of corrective or routine maintenance in such amount that is represented by the degree or percentage of negligence or fault attributed to the Developer and/or its agents, representatives, subcontractors, or suppliers; and (ii) provide a certification of insurance coverages in forms and policy limits reasonably acceptable to the CAB before undertaking any corrective or routine maintenance.

## Section 2.8 Final Acceptance.

All repairs or replacements of Public Improvements shall be satisfactorily completed before the CAB approves final acceptance any Public Improvements the CAB will own, operate, and maintain. Upon satisfactory completion of the Warranty Period, the CAB shall grant final acceptance of the Public Improvements. Upon final acceptance by the CAB of any Public Improvements, the CAB shall provide written documentation of the acceptance to the Developer.



**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD  
AND  
AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT**

**ENGINEER'S REPORT AND VERIFICATION OF COSTS  
ASSOCIATED WITH PUBLIC IMPROVEMENTS**

**Draw No. 26**

PREPARED BY:

SCHEDIO GROUP LLC

808 9<sup>TH</sup> STREET

GREELEY, COLORADO 80631

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349

DATE PREPARED: August 18, 2020

PROJECT: 181106

Engineer's Report and Verification of Costs No. 3

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## ENGINEER’S REPORT

### INTRODUCTION

Schedio Group LLC (“Schedio Group”) entered into a Master Service Agreement (“MSA”) for Engineering Services with Aerotropolis Area Coordinating Metropolitan District (“AACMD” and/or “District”) on December 11, 2018. Task Order 01 AACMD/ARTA - Cost Verification was approved on December 19, 2018. This Engineer’s Report and Verification of Costs Associated with Public Improvements (“Report”) is Schedio Group’s second deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

Section 4.1 of the First Amended and Restated Facilities Funding and Acquisition Agreement entered into on August 23, 2018, between Aerotropolis Area Coordinating Metropolitan District and Aurora Highlands, LLC, a Nevada limited liability company (“Developer”) states, “...the District agrees to make payment to the Developer for all Developer Advances and /or Verified Costs, together with interest thereon.” This report and verification consist of a review of costs incurred, and verification of costs associated with the design and construction of Public Improvements. Accrued interest is not considered in this report.

### SUMMARY OF FINDINGS

Schedio Group reviewed \$3,237,074.39 of incurred expenses associated with Draw Request No. 26. Of the \$3,237,074.39 reviewed, Schedio Group verified \$3,214,774.39 as being associated with the design and construction of Public Improvements; of which, \$2,008,110.33 is associated with AACMD Series A Bonds, \$20,295.39 with AACMD Series B Bonds, \$23,722.43 with ATEC Metropolitan District (“ATEC MD”), and \$1,162,646.24 with Aerotropolis Regional Transportation Authority (“ARTA”). As costs associated with ARTA are reviewed and verified separately, they will not be included in this Report. The total amount verified associated with AACMD and ATEC MD is **\$2,052,128.15**.

For a summary of verified expenses associated with the design and construction of Public Improvements for AACMD and ATEC MD, please see *Figure 1 – Summary of Verified Expenses for AACMD and ATEC MD*. For a more detailed accounting of costs reviewed, verified, and segregated by project and vendor, see *Exhibit A – Summary of Costs Reviewed*.

	AACMD PAST EXPENSES	AACMD DRAW NOS 1-26			ATEC DRAW NOS 1-26	AACMD PAST EXPENSES + AACMD DRAW NOS 1-26	AACMD PAST EXPENSES + AACMD DRAW NOS 1-26 + ATEC DRAW NOS 1-26
	VERIFIED AMT	VERIFIED AMT (SERIES A BONDS)	VERIFIED AMT (SERIES B BONDS)	VERIFIED AMT (SERIES A + B BONDS)	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT
SOFT AND INDIRECT+ HARD COSTS							
<b>DRAW NOS 1-26 TOTALS --&gt;</b>	<b>\$ 5,574,180.92</b>	<b>\$ 32,971,273.54</b>	<b>\$ 94,395.55</b>	<b>\$ 33,065,669.09</b>	<b>\$ 796,840.25</b>	<b>\$ 38,639,850.01</b>	<b>\$ 39,436,690.26</b>

*Figure 1 - Summary of Verified Expenses for AACMD and ATEC MD*

#### **DETERMINATION OF PUBLIC PRORATION PERCENTAGE**

As final plats are not available for the entire The Aurora Highlands (“TAH”) development at the time of this report, Schedio Group was unable to calculate an area-based Public Proration Percentage for application to expenditures with both public and private components. Instead, Schedio Group requested an estimate of Public Area compared to Total Area as a percentage from Norris Design, the planner for The Aurora Highlands development. As a result, Norris Design provided an estimated Public Proration Percentage of 40% for the entire TAH development. Schedio Group and Norris Design reserve the right to revise the project’s Public Proration Percentage should additional information become available that would warrant such and either credit or debit the verified amount to date at that time.

#### **VERIFICATION OF COSTS**

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

Big West Consulting Invoice No. 105, in the amount of \$22,300.00 was verified as 0% Public. Schedio Group will work with the Program Manager and make any requisite adjustments in Engineer’s Report and Verification of Costs No. 4 associated with Draw No. 27.

#### **VERIFICATION OF PAYMENTS**

As Draw No. 26 will be ratified during an upcoming board meeting, vendors have not yet received payment for services rendered as of the date of this report.

#### **VERIFICATION OF CONSTRUCTION**

Schedio Group LLC performed a site visit on August 13 ,2020. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

#### **SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES**

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.

## ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and verification of costs associated with the design and construction of Public Improvements of similar type and function as those described in the attached Engineer's Report dated August 18, 2020.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report, from Sunstate Equipment Invoice No. 7956739-015, dated March 17, 2020 through Ecological Resource Consultants Invoice No. 10487, dated August 5, 2020, are reasonably valued at **\$2,052,128.15**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for reimbursement from Aerotropolis Area Metropolitan Coordinating District to Aurora Highlands, LLC, a Nevada limited liability company.



August 18, 2020

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**Timothy A. McCarthy, P.E.**

**Colorado License No. 44349**

## **EXHIBIT A**

### **SUMMARY OF COSTS REVIEWED**

**Summary of Costs Reviewed by Vendor**

**Summary of Costs Reviewed by Project Segment**

SUMMARY OF COSTS REVIEWED BY VENDOR

CONSULTANT / CONTRACTOR	INV AMT	% PRI	TOTAL PRI AMT	% PUB	TOTAL PUB AMT	% PUB AACMD	AACMD PUB AMT	% PUB ARTA	ARTA PUB AMT	% PUB ATEC	ATEC PUB AMT
Aggregate Industries	\$ 152,519.65	34.29%	\$ 52,293.70	65.71%	\$ 100,225.95	100.00%	\$ 100,225.95	0.00%	\$ -	0.00%	\$ -
Aztec Consultants	\$ 769,239.65	3.13%	\$ 24,083.50	96.87%	\$ 745,156.15	79.18%	\$ 589,986.83	20.71%	\$ 154,327.12	0.11%	\$ 842.20
Beam, Longest & Neff	\$ 1,027,661.25	0.00%	\$ -	100.00%	\$ 1,027,661.25	0.00%	\$ -	100.00%	\$ 1,027,661.25	0.00%	\$ -
Bemas	\$ 3,088,886.53	14.27%	\$ 440,679.93	85.73%	\$ 2,648,206.61	78.85%	\$ 2,088,154.66	0.00%	\$ -	21.15%	\$ 560,051.95
Big West Consulting	\$ 105,350.00	62.46%	\$ 65,800.00	37.54%	\$ 39,550.00	100.00%	\$ 39,550.00	0.00%	\$ -	0.00%	\$ -
Brightview Landscaping	\$ 433,958.57	7.65%	\$ 33,185.10	92.35%	\$ 400,773.47	100.00%	\$ 400,773.47	0.00%	\$ -	0.00%	\$ -
BT Construction, Inc.	\$ 648,409.68	0.00%	\$ -	100.00%	\$ 648,409.68	100.00%	\$ 648,409.68	0.00%	\$ -	0.00%	\$ -
Cage Civil Engineering	\$ 64,102.50	0.00%	\$ -	100.00%	\$ 64,102.50	100.00%	\$ 64,102.50	0.00%	\$ -	0.00%	\$ -
City of Aurora	\$ 673,023.92	5.26%	\$ 35,392.61	94.74%	\$ 637,631.31	92.46%	\$ 589,581.51	6.10%	\$ 38,896.80	1.44%	\$ 9,153.00
Colorado Barricade	\$ 2,075.00	0.00%	\$ -	100.00%	\$ 2,075.00	100.00%	\$ 2,075.00	0.00%	\$ -	0.00%	\$ -
Contour Services	\$ 1,395,351.77	1.44%	\$ 20,079.51	98.56%	\$ 1,375,272.26	87.86%	\$ 1,208,289.82	12.14%	\$ 166,982.44	0.00%	\$ -
CTL Thompson	\$ 481,238.19	2.03%	\$ 9,778.00	97.97%	\$ 471,460.19	86.26%	\$ 406,689.97	13.74%	\$ 64,770.22	0.00%	\$ -
Diversified Underground	\$ 12,535.50	0.00%	\$ -	100.00%	\$ 12,535.50	100.00%	\$ 12,535.50	0.00%	\$ -	0.00%	\$ -
Dyna Electric	\$ 105,001.01	0.00%	\$ -	100.00%	\$ 105,001.01	100.00%	\$ 105,001.01	0.00%	\$ -	0.00%	\$ -
E-470 Public Highway Authority	\$ 228,766.96	0.00%	\$ -	100.00%	\$ 228,766.96	4.97%	\$ 11,380.00	95.03%	\$ 217,386.96	0.00%	\$ -
Ecological Resource Consultants	\$ 42,545.10	0.00%	\$ -	100.00%	\$ 42,545.10	50.34%	\$ 21,417.10	49.66%	\$ 21,128.00	0.00%	\$ -
EV Studio	\$ 275,768.34	0.00%	\$ -	100.00%	\$ 275,768.34	100.00%	\$ 275,768.34	0.00%	\$ -	0.00%	\$ -
Felsburg Holt and Ullevig	\$ 984,639.59	0.00%	\$ -	100.00%	\$ 984,639.59	0.00%	\$ -	100.00%	\$ 984,639.59	0.00%	\$ -
Fiore and Sons	\$ 681,757.17	4.78%	\$ 32,590.69	95.22%	\$ 649,166.48	100.00%	\$ 649,166.48	0.00%	\$ -	0.00%	\$ -
Golden Triangle Construction	\$ 185,349.51	0.00%	\$ -	100.00%	\$ 185,349.51	100.00%	\$ 185,349.51	0.00%	\$ -	0.00%	\$ -
Green Brothers Oil, LLC	\$ 842.49	0.00%	\$ -	100.00%	\$ 842.49	100.00%	\$ 842.49	0.00%	\$ -	0.00%	\$ -
HR Green	\$ 3,824,365.65	0.00%	\$ -	100.00%	\$ 3,824,365.65	66.80%	\$ 2,554,662.46	31.06%	\$ 1,187,684.55	2.14%	\$ 82,018.65
Iron Woman	\$ 4,194,450.40	0.81%	\$ 33,883.65	99.19%	\$ 4,160,566.75	52.37%	\$ 2,178,688.58	47.63%	\$ 1,981,878.17	0.00%	\$ -
JHL	\$ 5,734,192.32	0.00%	\$ -	100.00%	\$ 5,734,192.32	76.97%	\$ 4,413,538.10	23.03%	\$ 1,320,654.21	0.00%	\$ -
Kelley Trucking Inc	\$ 2,097,367.69	0.00%	\$ -	100.00%	\$ 2,097,367.69	79.52%	\$ 1,667,816.39	20.48%	\$ 429,551.30	0.00%	\$ -
Knighthawk	\$ 24,770.00	75.78%	\$ 18,770.00	24.22%	\$ 6,000.00	100.00%	\$ 6,000.00	0.00%	\$ -	0.00%	\$ -
Kumar & Associates, Inc.	\$ 14,387.75	0.00%	\$ -	100.00%	\$ 14,387.75	0.00%	\$ -	100.00%	\$ 14,387.75	0.00%	\$ -
Lamb Star	\$ 221,578.05	0.00%	\$ -	100.00%	\$ 221,578.05	28.08%	\$ 62,225.00	57.55%	\$ 127,508.55	14.37%	\$ 31,844.50
Liberty Waste Management	\$ 336.00	0.00%	\$ -	100.00%	\$ 336.00	100.00%	\$ 336.00	0.00%	\$ -	0.00%	\$ -
MadVision	\$ 17,889.00	0.00%	\$ -	100.00%	\$ 17,889.00	100.00%	\$ 17,889.00	0.00%	\$ -	0.00%	\$ -
Martin Marietta	\$ 1,064,116.49	0.00%	\$ -	100.00%	\$ 1,064,116.49	100.00%	\$ 1,064,116.49	0.00%	\$ -	0.00%	\$ -
Merrick	\$ 1,051,754.34	0.00%	\$ -	100.00%	\$ 1,051,754.34	97.76%	\$ 1,028,198.34	2.24%	\$ 23,556.00	0.00%	\$ -
My Asset Map	\$ 123,501.60	0.00%	\$ -	100.00%	\$ 123,501.60	100.00%	\$ 123,501.60	0.00%	\$ -	0.00%	\$ -
Norris Design Inc.	\$ 1,116,974.92	0.00%	\$ -	100.00%	\$ 1,116,974.92	87.50%	\$ 977,388.39	12.50%	\$ 139,586.53	0.00%	\$ -
OxBlue Corporation	\$ 73,122.00	0.00%	\$ -	100.00%	\$ 73,122.00	100.00%	\$ 73,122.00	0.00%	\$ -	0.00%	\$ -
Pase	\$ 413,690.56	19.35%	\$ 80,060.06	80.65%	\$ 333,630.50	100.00%	\$ 333,630.50	0.00%	\$ -	0.00%	\$ -
Perkins + Will	\$ 107,831.50	0.00%	\$ -	100.00%	\$ 107,831.50	100.00%	\$ 107,831.50	0.00%	\$ -	0.00%	\$ -
Premier Earthworks	\$ 163,598.10	0.00%	\$ -	100.00%	\$ 163,598.10	100.00%	\$ 163,598.10	0.00%	\$ -	0.00%	\$ -
QualCorr	\$ 21,650.00	0.00%	\$ -	100.00%	\$ 21,650.00	100.00%	\$ 21,650.00	0.00%	\$ -	0.00%	\$ -
S & S Coating Services LLC	\$ 9,150.00	0.00%	\$ -	100.00%	\$ 9,150.00	100.00%	\$ 9,150.00	0.00%	\$ -	0.00%	\$ -
Schedio Group	\$ 292,975.69	0.00%	\$ -	100.00%	\$ 292,975.69	78.30%	\$ 229,412.85	21.70%	\$ 63,562.84	0.00%	\$ -
Stormwater Logistics	\$ 3,070.13	0.00%	\$ -	100.00%	\$ 3,070.13	100.00%	\$ 3,070.13	0.00%	\$ -	0.00%	\$ -
Stormwater Risk Mgmt	\$ 1,264,225.06	0.40%	\$ 5,048.76	99.60%	\$ 1,259,176.31	91.75%	\$ 1,155,294.65	1.89%	\$ 23,766.95	6.36%	\$ 80,114.71
Straightline Sawcutting	\$ 5,250.00	0.00%	\$ -	100.00%	\$ 5,250.00	0.00%	\$ -	100.00%	\$ 5,250.00	0.00%	\$ -
Summit Strategies	\$ 929,875.03	0.00%	\$ -	100.00%	\$ 929,875.03	47.40%	\$ 440,722.63	52.00%	\$ 483,541.90	0.60%	\$ 5,610.50
Sunstate Equipment Co.	\$ 9,396.63	0.00%	\$ -	100.00%	\$ 9,396.63	100.00%	\$ 9,396.63	0.00%	\$ -	0.00%	\$ -
Terra Forma Solutions Inc.	\$ 978,345.78	0.00%	\$ -	100.00%	\$ 978,345.78	69.71%	\$ 682,024.99	27.51%	\$ 269,116.04	2.78%	\$ 27,204.75
United Rentals	\$ 2,706.36	0.00%	\$ -	100.00%	\$ 2,706.36	100.00%	\$ 2,706.36	0.00%	\$ -	0.00%	\$ -
W.L. Contractors, inc.	\$ 17,889.00	0.00%	\$ -	100.00%	\$ 17,889.00	100.00%	\$ 17,889.00	0.00%	\$ -	0.00%	\$ -
Wagner	\$ 8,470,407.89	0.00%	\$ -	100.00%	\$ 8,470,407.89	92.94%	\$ 7,872,213.98	7.06%	\$ 598,193.90	0.00%	\$ -
West Direct Equipment Savers	\$ 5,645.44	0.00%	\$ -	100.00%	\$ 5,645.44	100.00%	\$ 5,645.44	0.00%	\$ -	0.00%	\$ -
Western Fleet Services	\$ 190.56	0.00%	\$ -	100.00%	\$ 190.56	100.00%	\$ 190.56	0.00%	\$ -	0.00%	\$ -
Xcel Energy	\$ 444,459.61	0.00%	\$ -	100.00%	\$ 444,459.61	100.00%	\$ 444,459.61	0.00%	\$ -	0.00%	\$ -
	\$ 44,058,185.92		\$ 851,645.50		\$ 43,206,540.42		\$ 33,065,669.09		\$ 9,344,031.08		\$ 796,840.25

SUMMARY OF COSTS REVIEWED BY PROJECT SEGMENT

CODE	DESCRIPTION	DEVELOPER	CAB A BONDS	CAB B BONDS	ARTA	ATEC
		30900	30902	30902	30903	30904
100	Overall Project Management	\$ 18,770.00	\$ 781,878.32	\$ -	\$ -	\$ -
101	Overall Project (Non Specific)	\$ 99,772.60	\$ 95,749.30	\$ -	\$ -	\$ -
104	Cost Verification	\$ -	\$ 229,412.85	\$ -	\$ 63,562.84	\$ -
106	GIS	\$ -	\$ 123,501.60	\$ -	\$ -	\$ -
110	Contractor Prequal	\$ -	\$ 61,525.00	\$ -	\$ -	\$ -
140	ISP (Phase 1)	\$ -	\$ 138,893.46	\$ -	\$ -	\$ -
141	ISP (Phase 2)	\$ -	\$ 40,001.85	\$ -	\$ -	\$ -
142	ISP (Phase 3)	\$ -	\$ 14,724.86	\$ -	\$ -	\$ -
150	Broadband	\$ -	\$ 125,508.75	\$ -	\$ -	\$ -
152	Public Art	\$ -	\$ 2,857.20	\$ -	\$ -	\$ -
155	Monitoring	\$ -	\$ 108,900.00	\$ -	\$ -	\$ -
200	Demolition	\$ -	\$ 40,341.08	\$ -	\$ -	\$ -
203	Monument (Phase 1)	\$ -	\$ 2,789,404.17	\$ -	\$ -	\$ -
204	Monument (Phase 2)	\$ -	\$ 209,386.16	\$ -	\$ -	\$ -
205	Monument (E470)	\$ -	\$ 740,264.38	\$ -	\$ -	\$ -
206	26th Ave (E470 - Main St)	\$ -	\$ 678,639.94	\$ -	\$ 29,885.62	\$ -
208	26th Ave (Harvest - Powhatan)	\$ -	\$ -	\$ -	\$ 56,289.81	\$ -
210	E470 Interchange (Phase 1)	\$ 20,976.00	\$ 71,214.30	\$ -	\$ 3,833,994.77	\$ -
211	E470 Interchange (Phase 1.5)	\$ -	\$ -	\$ -	\$ 14,781.53	\$ -
212	E470 Interchange (Phase 2)	\$ -	\$ -	\$ -	\$ 18,406.18	\$ -
213	E470 Interchange (Phase 3)	\$ -	\$ -	\$ -	\$ 183,691.54	\$ -
214	E470 Interchange (Phase 4)	\$ -	\$ -	\$ -	\$ 84,467.48	\$ -
220	Main Street (26th-TAH Pkwy)	\$ 609,286.11	\$ 6,704,703.95	\$ -	\$ 640,308.22	\$ -
221	Main Street (TAH Pkwy-42nd)	\$ -	\$ 2,159,452.43	\$ -	\$ -	\$ -
222	Main Street (42nd-46th)	\$ -	\$ 62,037.00	\$ -	\$ -	\$ -
230	Denali Boulevard (TAH to 42nd)	\$ 12,907.65	\$ 1,845,596.69	\$ -	\$ -	\$ -
231	Denali Boulevard (42nd-48th)	\$ -	\$ 26,449.55	\$ -	\$ -	\$ -
232	38th Place (Main to Denali)	\$ 84,884.39	\$ 1,376,756.21	\$ -	\$ -	\$ -
240	TAH Parkway (E470-Main St)	\$ -	\$ 1,073,852.28	\$ -	\$ 734,650.94	\$ -
241	TAH Parkway (Main St-Denali Blvd)	\$ -	\$ 2,471,286.92	\$ -	\$ 71,632.27	\$ -
242	TAH Parkway (Denali Blvd-38th Pkwy)	\$ -	\$ 883,924.02	\$ -	\$ 67,177.85	\$ -
245	TAH Parkway (26th-Powhatan)	\$ -	\$ -	\$ -	\$ 11,688.00	\$ -
246	38th Avenue (Himalaya to E470) North Side	\$ -	\$ 6,588.00	\$ -	\$ 728,522.95	\$ -
247	38th Avenue (Himalaya to E470) South Side	\$ -	\$ -	\$ -	\$ 14,231.35	\$ -
248	38th Parkway (Powhatan to Monaghan)	\$ -	\$ 36,786.00	\$ -	\$ -	\$ 757,990.36
249	38th Parkway (TAH Pkwy to Powhatan)	\$ 5,048.76	\$ 777,074.22	\$ -	\$ -	\$ -
250	42nd Avenue (Main St-Denali Blvd)	\$ -	\$ 1,201,362.08	\$ -	\$ -	\$ -
251	42nd Avenue (Denali Blvd-School)	\$ -	\$ 1,477,264.59	\$ -	\$ -	\$ -
252	42nd Avenue (School-Reserve Blvd)	\$ -	\$ 293,894.69	\$ -	\$ -	\$ -
260	Reserve Boulevard (42nd-TAH Pkwy)	\$ -	\$ 764,123.87	\$ -	\$ -	\$ -
261	Hogan Street Park (West Village-TAH Pkwy)	\$ -	\$ 55,868.51	\$ -	\$ -	\$ -
270	SS Outfall (E470-Main St)	\$ -	\$ 127,637.58	\$ -	\$ -	\$ -
271	SS Outfall (Main St-38th Place/TAH Pkwy/Denali)	\$ -	\$ 7,591.56	\$ -	\$ -	\$ -
272	SS Outfall (Main St-TAH Pkwy)	\$ -	\$ 8,289.66	\$ -	\$ -	\$ -
273	SS Outfall (TAH Pkwy-26th)	\$ -	\$ 7,591.56	\$ -	\$ -	\$ -
274	SS Outfall (TAH Pkwy-38th Pkwy)	\$ -	\$ 7,591.56	\$ -	\$ -	\$ -
280	Tributary T (38th-E470)	\$ -	\$ 3,707,506.17	\$ -	\$ 1,350,991.37	\$ -
281	Tributary T (E470-Main St)	\$ -	\$ 36,059.36	\$ -	\$ 481.39	\$ -
282	Tributary T (Main St-Gas X)	\$ -	\$ 305,343.12	\$ -	\$ 7,677.60	\$ -
283	Tributary T (Gas X-Denali Blvd)	\$ -	\$ 30,706.89	\$ -	\$ -	\$ -
284	Tributary T (Denali Blvd-38th Pkwy)	\$ -	\$ 37,370.29	\$ -	\$ -	\$ -
285	Tributary T (38th Pkwy-30th)	\$ -	\$ 8,512.60	\$ -	\$ -	\$ -
286	Tributary T (30th-26th)	\$ -	\$ 1,117.80	\$ -	\$ -	\$ -
287	Tributary T (26th-Powhatan)	\$ -	\$ 1,117.80	\$ -	\$ -	\$ -
288	Tributary T (Powhatan-Old Powhatan)	\$ -	\$ 1,117.80	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ -	\$ -	\$ -	\$ 1,165,066.43	\$ -
291	I-70 Interchange (Phase 2)	\$ -	\$ -	\$ -	\$ 71,389.53	\$ -
292	I-70 Interchange (Phase 3)	\$ -	\$ -	\$ -	\$ 20,714.80	\$ -
293	I-70 Interchange (Phase 4)	\$ -	\$ -	\$ -	\$ 14,641.97	\$ -
300	Powhatan Road (I-70-26th)	\$ -	\$ 22,995.00	\$ -	\$ 155,821.65	\$ 680.75
320	48th Avenue (E470-Main St)	\$ -	\$ 179.17	\$ -	\$ -	\$ -
321	48th Avenue (Main St-Denali Blvd)	\$ -	\$ 179.17	\$ -	\$ -	\$ -
322	48th Avenue (Denali Blvd-Harvest)	\$ -	\$ 358.34	\$ -	\$ -	\$ -
323	48th Avenue (Harvest-Powhatan)	\$ -	\$ 1,075.02	\$ -	\$ -	\$ -
330	West Village Avenue (Main-26th)	\$ -	\$ 51,277.50	\$ -	\$ -	\$ -
334	Hogan Street Park (West Village-TAH Pkwy)	\$ -	\$ 10,761.00	\$ -	\$ -	\$ -
399	COA 36" Waterline (26th to 48th)	\$ -	\$ 679,185.08	\$ -	\$ -	\$ -
400	Section 21/28 Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 38,169.15
501	School 01	\$ -	\$ 84,892.79	\$ -	\$ -	\$ -
511	Recreation Center 01 (CSP 1) Pool	\$ -	\$ 156,528.95	\$ -	\$ -	\$ -
512	Recreation Center 02	\$ -	\$ 44,016.48	\$ -	\$ -	\$ -
531	Park 01	\$ -	\$ 145,608.07	\$ -	\$ -	\$ -
533	Park 03	\$ -	\$ 15,625.00	\$ -	\$ -	\$ -
534	Park 04	\$ -	\$ 1,389.00	\$ -	\$ -	\$ -
535	Park 05	\$ -	\$ 425.00	\$ -	\$ -	\$ -
901	Filing 01 - RAH	\$ -	\$ -	\$ 85,355.55	\$ -	\$ -
904	Filing 04 - Century	\$ -	\$ -	\$ 9,040.00	\$ -	\$ -
905	Filing 05 - Century	\$ -	\$ -	\$ -	\$ 3,955.00	\$ -
TOTALS -->		\$ 851,645.50	\$ 32,971,273.54	\$ 94,395.55	\$ 9,344,031.08	\$ 796,840.25

## **EXHIBIT B**

### **SUMMARY OF DOCUMENTS REVIEWED**

## SUMMARY OF DOCUMENTS REVIEWED

### SERVICE PLANS

- First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, City of Aurora Colorado, prepared by McGeady Becher P.C., dated October 16, 2017

### DISTRICT AGREEMENTS

- Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed July 20, 2018
- 2017-2018 Operation Funding Agreement between Aerotropolis Area Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on July 20, 2018
- First Amended and Restated Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on August 23, 2018
- Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC Metropolitan District No. 1 Projects between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C. (unexecuted)

### CONSTRUCTION DRAW REQUESTS

- AACMD Draw Request No. 01, dated September 7, 2018, revised October 15, 2018
- AACMD Draw Request No. 02, dated September 14, 2018
- AACMD Draw Request No. 03, dated September 30, 2018
- AACMD Draw Request No. 04, dated October 15, 2018
- AACMD Draw Request No. 05, dated November 13, 2018
- AACMD Draw Request No. 06, dated December 11, 2018
- AACMD Draw Request No. 07, dated January 15, 2019
- AACMD Draw Request No. 08, dated February 12, 2019
- AACMD Draw Request No. 09, dated March 12, 2019
- AACMD Draw Request No. 10, dated April 12, 2019
- AACMD Draw Request No. 11, dated May 16, 2019
- AACMD Draw Request No. 12, dated June 20, 2019
- AACMD Draw Request No. 13, dated July 18, 2019
- AACMD Draw Request No. 14, dated August 15, 2019
- AACMD Draw Request No. 15, dated September 19, 2019
- AACMD Draw Request No. 16, dated October 17, 2019
- AACMD Draw Request No. 17, dated November 21, 2019

- AACMD Draw Request No. 18, dated December 19, 2019
- AACMD Draw Request No. 19, dated January 16, 2020
- AACMD Draw Request No. 20, dated February 20, 2020
- AACMD Draw Request No. 21, dated March 19, 2020
- AACMD Draw Request No. 22, dated April 16, 2020
- AACMD Draw Request No. 23, dated May 21, 2020
- AACMD Draw Request No. 24, dated June 18, 2020
- AACMD Draw Request No. 25, dated July 16, 2020
- AACMD Draw Request No. 26, dated August 20, 2020

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**CERTIFIED RECORD**  
**OF**  
**PROCEEDINGS OF**  
**THE BOARD OF DIRECTORS**  
**OF**  
**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**

Authorizing a draw on August 25, 2020 of the

**The Aurora Highlands Community Authority Board**  
**Special Tax Revenue Draw-Down Bonds**  
**Series 2020A**

Adopted at a Special Meeting Held on August 24, 2020

*This cover page is not a part of the following resolution and is included solely for the convenience of the reader.*

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STATE OF COLORADO )  
 COUNTY OF ADAMS COUNTY ) ss.  
 CITY OF AURORA )  
 THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD )

The Board of Directors (the “Board”) of The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the “Authority”), held a special meeting open to the public at Information Center, 3900 E. 470 Beltway, Aurora, Colorado 80019, on Monday, the 24<sup>th</sup> day of August, 2020 at 1:00 p.m.

***In accordance with §11-57-211, C.R.S., one or more of the members of the Board participated in this meeting and voted through the use of a conference telephone, and there was at least one person physically present at the designated meeting area to ensure that the public meeting was in fact accessible to the public.***

At such meeting, the following members of the Board were present, constituting a quorum:

Matthew Hopper	President
Carla Ferreira	Vice President
Michael Sheldon	Treasurer
Cynthia Shearon	Assistant Secretary
Deanna Hopper	Assistant Secretary
Kathleen Sheldon	Assistant Secretary

[At such meeting, the following members of the District Board were not present: [None]]

Also present at such meeting:

District Manager:	Denise Denslow CliftonLarsonAllen LLP
Authority Counsel:	MaryAnn McGeady, Esq. & Elisabeth Cortese, Esq. McGeady Becher P.C.
Authority Bond Counsel:	Kamille J. Curylo, Esq. and Tanya Barton, Esq. Kutak Rock LLP
Placement Agent:	Brooke Hutchens D.A. Davidson & Co.
Accountant:	Debra Sedgeley CliftonLarsonAllen LLP

At such meeting thereupon there was introduced the following resolution:

## RESOLUTION

Capitalized terms used and not otherwise defined herein have the respective meanings set forth in the Authorizing Resolution (as defined herein) or in the 2020A Indenture (as defined herein).

WHEREAS, The Aurora Highlands Community Authority Board (the “Authority”) is a public corporation and political subdivision of the State, duly organized and existing as a separate legal entity under the constitution and laws of the State, including particularly Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, the Authority and the Districts have entered into that certain The Aurora Highlands Community Authority Board Establishment Agreement, dated as of November 21, 2019, as supplemented and amended by the First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (collectively, the “CABEA”), for the purpose of creating the Authority in order that the Authority can establish a method of coordinating among the Districts the design, planning, construction, acquisition, financing, operations and maintenance of public facilities, the debt for which was approved at the Election (as defined in the Indentures), including, without limitation, necessary or appropriate equipment (the “Public Improvements”) necessary for the community located in the service area of the Authority, in the City of Aurora, Adams County, Colorado, and commonly known as The Aurora Highlands (the “The Aurora Highlands Development”); and

WHEREAS, pursuant to the Act, the Authority generally may, to the extent provided by contract (such as the CABEA), exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., other than levying a tax or exercising the power of eminent domain, and may additionally issue bonds payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority; and

WHEREAS, the Board of Directors (the “Board”) of the Authority previously authorized the issuance of up to \$165,159,327 of its Special Tax Revenue Draw-Down Bonds, Series 2020A (the “Bonds”) pursuant to a resolution adopted by the Board on April 16, 2020 (the “Authorizing Resolution”), to or at the direction of Oxnard Financial, LLC, a Nevada limited liability company (the “Purchaser”), from time to time, subject to the conditions of that certain Indenture of Trust, dated June 30, 2020 (the “2020A Indenture”), by and between the Authority and Zions Bancorporation, National Association (the “Trustee”) in order to provide for the payment of the Payment Obligation (as defined in the Authorizing Resolution); and

WHEREAS, the Bonds have been previously issued in the aggregate principal amount of \$42,891,227.00; and

WHEREAS, the Board has determined that it is in the best interests of the Authority, the Districts and the inhabitants therein, that additional Bonds be issued by the Authority to enable the Authority to plan, design, construct and acquire the Public Improvements within or otherwise serving the residents, property owners and taxpayers of the Districts and the Authority and to pay the costs of issuance related thereto (the “Project”); and

WHEREAS, the additional Bonds to be issued will be purchased by the Purchaser, on the basis of terms set forth in the 2020A Indenture and the investor letter received from the Purchaser in substantially the form attached to the 2020A Indenture as Exhibit C-2 (the “Investor Letter”); and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the Act, Title 32, Article 1, Part 11, C.R.S., the CABEA, the Service Plans of the Districts, and all other laws thereunto enabling; and

WHEREAS, the Board specifically elects to apply all of the provisions of Title 11, Article 57, Part 2, C.R.S., to the Bonds; and

WHEREAS, the Bonds shall be special limited tax revenue obligations of the Authority, and shall be payable solely from the Pledged Revenue (as defined in the 2020A Indenture) on a basis subordinate to any Senior Obligations (as defined in the 2020A Indenture), if any, issued hereafter by the Authority, and on a basis senior to the 2020B Subordinate Bonds (as defined in the 2020A Indenture); and

WHEREAS, the Bonds will be issued to the Purchaser and the Purchaser has certified that it constitutes (a) an “accredited investor” within the meaning of Rule 501(A) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, such that the Bonds will be exempt from registration under the Colorado Municipal Bond Supervision Act and (b) an “institutional investor” as such term is defined in Section 32-1-103(6.5), such that the Bonds may be issued under the provisions of Section 32-1-1106(a)(IV), C.R.S.; and

WHEREAS, pursuant to Section 18-8-308, C.R.S., all known potential conflicting interests of the members of the Board were disclosed to the Colorado Secretary of State and to the Board in writing at least 72 hours in advance of this meeting and, additionally, in accordance with Section 24-18-110, C.R.S., the appropriate Board members have made disclosure of their personal and private interests relating to the issuance of the Bonds in writing to the Secretary of State and the Board; finally, the Board members having such interests have stated for the record immediately prior to the adoption of this Resolution the fact that they have such interests and the summary nature of such interests and the participation of those Board members is necessary to obtain a quorum or otherwise enable the Board to act; and

WHEREAS, the Board desires to authorize the issuance and delivery of the Bonds and to authorize the execution, completion, and delivery of such certificates and other documents as may be necessary to effect the intent of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO:

**Section 1. Approval and Authorization of Issuance of Bonds in Additional Draw Amount.** A draw in the amount of \$2,050,226.00 of the Bonds is hereby approved. The Bonds to be drawn will be dated the date of such draw and will comply in all respects with the 2020A Indenture and the Authorizing Resolution. The amount and date of such draws will be evidenced

by a notation in the records of the Authority. Such draw shall be further evidenced by a bond or bonds in Authorized Denominations, substantially in the form attached as Exhibit A to the 2020A Indenture.

The appropriate officers of the Authority are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the Authority relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

**Section 2. Investor Letter.** The Authority hereby accepts the Purchaser's executed Investor Letter covering its purchase of the Bonds authorized to be drawn hereunder.

**Section 3. Delegation of Authority.** The Board hereby delegates Matthew Hopper, the President of the Authority as the Authorized Delegate or such other authorized officer of the Authority to complete, revise and finalize the bond details for the Bonds to be drawn according to this Resolution, with the approval of the Authority's general counsel, to affect the purposes of the Authority.

**Section 4. Findings and Declarations of the Board.** The Board, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, and declares as follows:

(a) For the purpose of financing or reimbursing costs of the acquisition, construction and installation of the Public Improvements, the Board hereby determines to issue and make a draw on the Bonds.

(b) The Board specifically elects to apply all of the provisions of Title 11, Article 57, Part 2, C.R.S., to the Bonds.

**Section 5. Authorization.** In accordance with the Constitution of the State of Colorado; the Act; the Supplemental Public Securities Act; and all other laws of the State of Colorado thereunto enabling, the Authority shall issue the Bonds for the purposes of financing or reimbursing costs of the Public Improvements.

**Section 6. Permitted Amendments to Resolution.** Except as otherwise provided herein, the Authority may amend this Resolution in the same manner, and subject to the same terms and conditions, as apply to an amendment or supplement to the 2020A Indenture as provided therein.

**Section 7. Authorization to Execute Other Documents and Instruments.** The President, Vice President, Treasurer and Assistant Secretaries of the Authority shall, and they are each hereby authorized and directed, to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, such certificates, documents, instruments, and affidavits as may be reasonably required by Bond Counsel, the Trustee, or general counsel to the Authority. The execution by the President, Vice President, Treasurer or any Assistant Secretary of any document not inconsistent herewith shall be conclusive proof of the approval by the Authority of the terms thereof.

**Section 8. Pledge.** The creation, perfection, enforcement, and priority of the pledge of the Pledged Revenue to secure the payment of the principal of, premium, if any, and interest on the Bonds shall be governed by Section 11-57-208 of the Supplemental Public Securities Act, the 2020A Indenture, and this Resolution. The amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds shall immediately be subject to the liens of such pledges without any physical delivery, filing, or further act. The liens of such pledges shall have the priority set forth in the 2020A Indenture, and shall not necessarily be exclusive such liens. The liens of such pledges shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such liens.

**Section 9. No Recourse Against Officers and Agents.** Pursuant to Section 11-57-209 of the Supplemental Public Securities Act, if a member of the Board, or any officer or agent of the Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of, premium, if any, or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of a Bond, each purchaser or transferee thereof specifically waives any such recourse.

**Section 10. Conclusive Recital.** Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that the Bonds are issued pursuant to certain provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after delivery for value.

**Section 11. Limitation of Actions.** Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty days after the authorization of such securities.

**Section 12. Ratification and Approval of Prior Actions.** All actions heretofore taken by the officers and agents of the Authority and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the authorization and issuance of the Bonds, or the execution and delivery of any documents in connection therewith, are hereby ratified, approved, and affirmed.

**Section 13. Resolution Irrepealable.** After the issuance of the Bonds, this Resolution shall be and remain irrepealable until such time as the Bonds shall have been fully discharged pursuant to the terms thereof and of the Indentures.

**Section 14. Repealer.** All orders, bylaws, and resolutions of the Authority, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

**Section 15. Severability.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

**Section 16. Effective Date.** This Resolution shall take effect immediately upon its adoption and approval.

[End of Bond Draw Resolution; Signatures Appear on Following Page]

APPROVED AND ADOPTED by the Board of Directors of The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado, on the 24th day of August, 2020.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

[SEAL]

By \_\_\_\_\_  
Matthew Hopper, President

ATTEST:

By \_\_\_\_\_  
Cynthia Shearon, Assistant Secretary

[Signature page to Bond Draw Resolution of Authority]

Thereupon, Director [\_\_\_\_\_] moved for the adoption of the foregoing resolution. The motion to adopt the resolution was duly seconded by Director [\_\_\_\_\_] , put to a vote, and carried on the following recorded vote:

Those voting AYE:

Those voting NAY:

Those abstaining:

Those absent:

Thereupon the President, as Chairman of the meeting, declared the Resolution duly adopted and directed the Assistant Secretaries to duly and properly enter the foregoing proceedings and Resolution upon the minutes of the Board.

STATE OF COLORADO )  
 COUNTY OF ADAMS ) ss.  
 CITY OF AURORA )  
 THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD )

I, Cynthia Shearon, Assistant Secretary of The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the “Authority”), do hereby certify that the foregoing pages numbered (i) through (iii) and 1 through 6 inclusive, constitute a true and correct copy of that portion of the record of proceedings of the Board of Directors of the Authority (the “**Board**”) relating to the adoption of a resolution authorizing a draw of the Authority’s Special Tax Revenue Draw-Down Bonds, Series 2020A, and other matters relating thereto, adopted at a special meeting of the Board, held on Monday, the 24<sup>th</sup> day of August, 2020, at 1:00 p.m. at Information Center, 3900 E. 470 Beltway, Aurora, Colorado 80019, as recorded in the official record of proceedings of said Authority kept in my office; that the proceedings were duly had and taken; that the meeting was duly held; that the persons therein named were present at said meeting and voted as shown therein; and that a notice of meeting, in the form herein set forth at page (i), was posted prior to the meeting in accordance with applicable law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Authority, this 24<sup>th</sup> day of August, 2020.

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Cynthia Shearon, Assistant Secretary

SEAL

[Certification Page to Bond Draw Resolution]