

# THE CANYONS METROPOLITAN DISTRICT NO. 7

## 2022 ANNUAL REPORT

Pursuant to §32-1-207(3)(c) and the Service Plan for The Canyons Metropolitan District No. 7 (the “**District**”), the District is required to provide an annual report to the with regard to the following matters:

For the year ending December 31, 2022, the District make the following report:

### §32-1-207(3) Statutory Requirements

1. **Boundary changes made.**

There were no changes or proposed changes to the boundaries of the District during the reporting period.

2. **Intergovernmental Agreements entered into or terminated.**

The District did not enter into any intergovernmental agreements during the reporting year.

3. **Access information to obtain a copy of rules and regulations adopted by the board.**

Rules and regulations adopted by the Board may be accessed at the following link: <https://www.canyons7metro.org>.

4. **A summary of litigation involving public improvements owned by the District.**

To our actual knowledge, based on review of the court records in Douglas County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’s public improvements as of December 31, 2022.

5. **Status of the construction of public improvements by the District.**

The District awarded contracts for the construction of various onsite public improvements including, but not limited to roadways, bridges, sewer mains, water mains, and landscaping parks and trails. Work under other construction contracts is ongoing.

6. **A list of facilities or improvements constructed by the District there were conveyed or dedicated to the county or municipality.**

The following public improvements were conveyed or dedicated to the City of Castle Pines:

Final Acceptance:

The Canyons Superblock - Roadways  
The Canyons Filing 1 East – Roadways

The following public improvements were conveyed or dedicated to the Parker Water and Sanitation District:

Final Acceptance:

Filing 2A – Water and Sewer  
Filing 2B – Water and Sewer  
Filing 2C – Water and Sewer

Initial Acceptance:

Filing 2-1<sup>st</sup> Amendment Phase 1 -Water and Sewer

7. **The final assessed valuation of the District as of December 31<sup>st</sup> of the reporting year.**

The 2022 gross total assessed valuation of the property comprising the District is \$43,302,190.

8. **A copy of the current year's budget.**

A copy of the 2023 Budget is attached hereto as **Exhibit A**

9. **A copy of the audited financial statements, if required by the “Colorado Local Government Audit Law”, part 6 of article 1 of title 29, or the application for exemption from audit, as applicable.**

The 2022 Audit will be provided as a supplement report once it has been completed.

10. **Notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the District.**

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

11. **Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.**

The District is not aware of any inability to pay its obligations as they become due,

in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

### **Service Plan Requirements**

To the best of our knowledge, for the year ending December 31, 2022, the District makes the following report:

1. **Boundary changes made or proposed to the District's boundary as of December 31 of the prior year:**

There were no boundary changes made to the District in 2022.

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

The District did not enter into any intergovernmental agreements in 2022.

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

The District's rules and regulations as of December 31, 2022 are attached hereto as **Exhibit B**.

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

To our actual knowledge, based on review of the court records in Douglas County, and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District's Public Improvements as of December 31, 2022.

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

As of December 31, 2022, the District awarded contracts for the construction of various onsite public improvements including, but not limited to roadways, bridges, sewer mains, water mains, and landscaping parks and trails.. Work under other construction contracts is ongoing.

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

The following public improvements were conveyed or dedicated to the City of Castle Pines:

Final Acceptance:

The Canyons Superblock - Roadways  
The Canyons Filing 1 East – Roadways

The following public improvements were conveyed or dedicated to the Parker Water and Sanitation District:

Final Acceptance:

Filing 2A – Water and Sewer  
Filing 2B – Water and Sewer  
Filing 2C – Water and Sewer

Initial Acceptance:

Filing 2-1<sup>st</sup> Amendment Phase 1 -Water and Sewer

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

The 2022 gross total assessed valuation of the property comprising the District is \$43,302,190.

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

The 2023 budget for the District is attached hereto as **Exhibit A**.

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

The 2022 Audit is in process and will be provided as a supplement upon completion.

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

There are no uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

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

The District has been able to pay its obligations as they come due.

**EXHIBIT A**  
**2023 Budget**

**THE CANYONS METROPOLITAN DISTRICT NO. 7**  
**ANNUAL BUDGET**  
**FOR THE YEAR ENDING DECEMBER 31, 2023**

**THE CANYONS METROPOLITAN DISTRICT NO. 7  
SUMMARY  
2023 BUDGET  
WITH 2021 ACTUAL AND 2022 ESTIMATED  
For the Years Ended and Ending December 31,**

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ (484,536)	\$ (487,421)	\$ 495,757
REVENUES			
Property taxes	348,866	581,692	803,689
Specific ownership taxes	33,644	46,600	72,332
Interest income	140	6,000	16,200
Operations and maintenance fee	100,673	215,340	282,690
Developer advance	-	-	-
Developer contribution	16,704,428	18,972,262	21,760,591
Penalties and fees	2,825	4,750	5,000
Total revenues	<u>17,190,576</u>	<u>19,826,644</u>	<u>22,940,502</u>
TRANSFERS IN	<u>221,942</u>	<u>122,410</u>	<u>346,698</u>
Total funds available	<u>16,927,982</u>	<u>19,461,633</u>	<u>23,782,957</u>
EXPENDITURES			
General Fund	112,856	156,466	205,000
Special Revenue Fund	325,440	342,500	584,388
Capital Projects Fund	16,755,165	18,344,500	21,760,591
Capital Repair and Replacement Fund	-	-	-
Total expenditures	<u>17,193,461</u>	<u>18,843,466</u>	<u>22,549,979</u>
TRANSFERS OUT	<u>221,942</u>	<u>122,410</u>	<u>346,698</u>
Total expenditures and transfers out requiring appropriation	<u>17,415,403</u>	<u>18,965,876</u>	<u>22,896,677</u>
ENDING FUND BALANCES	<u>\$ (487,421)</u>	<u>\$ 495,757</u>	<u>\$ 886,280</u>
EMERGENCY RESERVE	<u>\$ 11,500</u>	<u>\$ 19,100</u>	<u>\$ 26,800</u>
TOTAL RESERVE	<u>\$ 11,500</u>	<u>\$ 19,100</u>	<u>\$ 26,800</u>

No assurance provided. See summary of significant assumptions.

**THE CANYONS METROPOLITAN DISTRICT NO. 7  
PROPERTY TAX SUMMARY INFORMATION  
2023 BUDGET  
WITH 2021 ACTUAL AND 2022 ESTIMATED  
For the Years Ended and Ending December 31,**

1/20/23

ACTUAL	ESTIMATED	BUDGET
2021	2022	2023

**ASSESSED VALUATION**

Residential - Single Family	\$ 1,784,290	\$ 10,892,130	\$ 27,342,740
Commercial	183,810	-	-
Agricultural	8,090	7,450	5,700
State assessed	700	700	3,800
Vacant land	16,101,460	19,102,940	15,271,150
Natural Resources	2,250	2,250	2,250
Personal property	353,480	771,690	676,550
Certified Assessed Value	\$ 18,434,080	\$ 30,777,160	\$ 43,302,190

**MILL LEVY**

General	18.925	18.925	18.560
Total mill levy	18.925	18.925	18.560

**PROPERTY TAXES**

General	\$ 348,865	\$ 582,458	\$ 803,689
Levied property taxes	348,865	582,458	803,689
Adjustments to actual/rounding	1	-	-
Refunds and abatements	-	(766)	-
Budgeted property taxes	\$ 348,866	\$ 581,692	\$ 803,689

**BUDGETED PROPERTY TAXES**

General	<b>\$ 348,866</b>	<b>\$ 581,692</b>	<b>\$ 803,689</b>
	<b>\$ 348,866</b>	<b>\$ 581,692</b>	<b>\$ 803,689</b>

No assurance provided. See summary of significant assumptions.



**THE CANYONS METROPOLITAN DISTRICT NO. 7  
GENERAL FUND  
2023 BUDGET  
WITH 2021 ACTUAL AND 2022 ESTIMATED  
For the Years Ended and Ending December 31,**

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 92,489	\$ 140,341	\$ 495,757
<b>REVENUES</b>			
Property taxes	348,866	581,692	803,689
Specific ownership tax	33,644	46,600	72,332
Interest income	140	6,000	16,000
Total revenues	382,650	634,292	892,021
Total funds available	475,139	774,633	1,387,778
<b>EXPENDITURES</b>			
General and administrative			
Accounting	37,455	48,000	55,200
Auditing	5,000	5,000	5,500
County Treasurer's fee	5,235	8,737	12,055
Directors' fees	-	-	1,950
Dues and licenses	744	403	1,000
Insurance and bonds	6,212	6,926	8,500
District management	37,606	47,500	59,700
Legal services	19,173	30,000	35,000
Website	1,400	600	800
Miscellaneous	31	6,800	7,500
Election expense	-	2,500	7,500
Reserve study	-	-	5,000
Contingency	-	-	5,295
Total expenditures	112,856	156,466	205,000
<b>TRANSFERS OUT</b>			
Transfers to other funds	221,942	122,410	346,698
Total expenditures and transfers out requiring appropriation	334,798	278,876	551,698
ENDING FUND BALANCE	\$ 140,341	\$ 495,757	\$ 836,080
EMERGENCY RESERVE	\$ 11,500	\$ 19,100	\$ 26,800
TOTAL RESERVE	\$ 11,500	\$ 19,100	\$ 26,800

No assurance provided. See summary of significant assumptions.

**THE CANYONS METROPOLITAN DISTRICT NO. 7**  
**SPECIAL REVENUE FUND**  
**2023 BUDGET**  
**WITH 2021 ACTUAL AND 2022 ESTIMATED**  
**For the Years Ended and Ending December 31,**

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Operations and maintenance fee	100,673	215,340	282,690
Penalties and fees	2,825	4,750	5,000
Total revenues	103,498	220,090	287,690
TRANSFERS IN			
Transfers from other funds	221,942	122,410	296,698
Total funds available	325,440	342,500	584,388
EXPENDITURES			
Operations and maintenance			
Landscaping - Contract	44,258	110,000	222,353
Trails	-	3,000	-
Parks - Playground Equipment	-	-	2,000
Irrigation and Landscaping Maintenance	-	15,000	50,000
Water	252,805	125,000	150,000
Snow Removal	27,008	85,000	90,000
Bridge Cover	-	-	7,000
Contingency	-	-	49,035
Repairs and Maintenance	1,369	1,500	8,000
Site Utilities	-	3,000	6,000
Total expenditures	325,440	342,500	584,388
Total expenditures and transfers out requiring appropriation	325,440	342,500	584,388
ENDING FUND BALANCE	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**THE CANYONS METROPOLITAN DISTRICT NO. 7  
CAPITAL PROJECTS FUND  
2023 BUDGET  
WITH 2021 ACTUAL AND 2022 ESTIMATED  
For the Years Ended and Ending December 31,**

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ (577,025)	\$ (627,762)	\$ -
REVENUES			
Developer Contribution	16,704,428	18,972,262	21,760,591
Total revenues	<u>16,704,428</u>	<u>18,972,262</u>	<u>21,760,591</u>
Total funds available	<u>16,127,403</u>	<u>18,344,500</u>	<u>21,760,591</u>
EXPENDITURES			
General and Administrative			
Accounting	10,526	18,500	21,300
Legal services	25,223	31,000	34,500
Capital Projects			
Landscaping	3,333,921	-	-
Engineering	964,374	710,000	-
Water	2,097,928	-	-
Sewer	1,978,605	-	-
Drainage/Storm	1,835,433	-	-
Street improvements	6,384,822	-	-
Superblock Infrastructure	-	3,550,000	4,247,485
Filing 1	-	50,000	-
Filing 1 1st Amendment	-	20,000	-
Filing 1 2nd Amendment	-	625,000	-
Filing 1 3rd Amendment	-	40,000	-
Filing 1 6th Amendment	-	600,000	-
Filing 2	-	100,000	-
Filing 2 1st Amendment LDA	-	8,500,000	-
Filing 3 LDA	-	-	12,892,031
Superblock Phase 2 Infrastructure	-	4,100,000	2,150,000
Warranty Reserves	-	-	442,112
Parks and Recreation	124,333	-	-
Contingency	-	-	1,973,163
Total expenditures	<u>16,755,165</u>	<u>18,344,500</u>	<u>21,760,591</u>
Total expenditures and transfers out requiring appropriation	<u>16,755,165</u>	<u>18,344,500</u>	<u>21,760,591</u>
ENDING FUND BALANCE	<u>\$ (627,762)</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**THE CANYONS METROPOLITAN DISTRICT NO. 7  
 CAPITAL REPAIR AND REPLACEMENT FUND  
 2023 BUDGET  
 WITH 2021 ACTUAL AND 2022 ESTIMATED  
 For the Years Ended and Ending December 31,**

1/20/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Interest income	-	-	200
Total revenues	-	-	200
TRANSFERS IN			
Transfers from other funds	-	-	50,000
Total funds available	-	-	50,200
EXPENDITURES			
Total expenditures	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ 50,200

No assurance provided. See summary of significant assumptions.

**THE CANYONS METROPOLITAN DISTRICT NO. 7**  
**2023 BUDGET**  
**SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District was organized to provide financing for the design, acquisition, installation and construction of storm and sanitary sewers, water systems, streets, parks and recreation facilities, transportation systems, television relay and translator facilities, security, mosquito control and fire protection and operation and maintenance of the District. The District's service area is located in the City of Castle Pines in Douglas County, Colorado and the District operates in connection with Districts Nos. 1 - 6 and 8 - 11.

The District was formed by District Court Order on June 4, 2010, and held its organizational meeting on December 6, 2010. The relationship between District No. 5, District No. 6, and District No. 7, including the means for approving, financing, constructing and operating the public services and improvements needed to serve the property are outlined in the Master Reimbursement Agreement executed December 29, 2015 by the District and District Nos. 5 and 6.

On May 4, 2010, District voters approved authorization to increase property taxes up to \$100,000,000, annually, as necessary, to pay for the operations and maintenance expenditures of the District as well as \$100,000,000, annually, as necessary to pay for the capital expenditures of the District. Debt authorization was approved in the amount of \$1,300,000,000 for the above listed facilities and \$100,000,000 for refunding debt. The election also allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20 of the Colorado constitution or any other law.

On November 4, 2014, District voters approved authorization to increase property taxes up to \$226,000,000, annually, as necessary, to pay for the operations and maintenance expenditures of the District as well as \$226,000,000, annually, as necessary to pay for the capital expenditures of the District. Debt authorization was approved in the amount of \$2,260,000,000 for the above listed facilities and \$226,000,000 for refunding debt. The election also allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20 of the Colorado constitution or any other law.

Pursuant to the Consolidated Service Plan, as amended, the maximum mill levy for general obligation debt and operations and maintenance is 69.000 mills of which the District imposes 18.560 mills for operations. This limit is to be adjusted for increases or decreases in the residential assessment ratio so that the actual tax revenues derived from the mill levy, as adjusted, are neither diminished nor enhanced as a result.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**THE CANYONS METROPOLITAN DISTRICT NO. 7  
2023 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues**

**Developer Advance**

The District is in the development stage. As such, the operating and administrative expenditures are to be partially funded by the Developer. Advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse from available revenue.

**Developer Contributions**

The District is in the development stage. As such, the capital expenditures are to be funded by the Developer. The District will receive contributions to fund such costs with no obligation for repayment.

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the property tax page of the Budget and is pursuant to the Master Reimbursement Agreement. Collectively, Districts Nos. 5, 6, and 7 are permitted to levy 69.000 mills, subject to being adjusted for changes in the assessment ration which brings the total mill levy for all three districts to 75.330 mills. The total adopted mill levy is shown on the Property Tax Summary page of the budget.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing with the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 9% of the property taxes collected.

**THE CANYONS METROPOLITAN DISTRICT NO. 7  
2023 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues** (continued)

**Interest Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 4%.

**Operations and Maintenance Fees**

The District will collect a fee of \$30 per month from homeowners of the District to pay for the District's costs of operations.

**Expenditures**

**County Treasurer's Fees**

County Treasurer's collection fees have been computed at 1.5% of property taxes.

**Administrative and Operating Expenditures**

Administrative and operating expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as accounting, legal, insurance, and other administrative expenditures.

**Capital Outlay**

The District anticipates capital expenditures as noted on the Capital Projects Fund page of the budget. The District will own, operate and maintain all District eligible public improvements within its boundaries that are not dedicated to any other public entity. District Nos. 5 and 6 will finance the cost of such improvements. Beginning in 2023, Shea Homes will be constructing public infrastructure instead of the District.

**THE CANYONS METROPOLITAN DISTRICT NO. 7  
2023 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases**

The District has no outstanding debt, nor any operating or capital leases.

Below is the schedule of long-term obligations of the District:

	Balance at			Balance at			Balance at
	December 31, 2021	Additions	Repayments	December 31, 2022	Additions*	Repayments*	December 31, 2023*
Developer Advances - O&M	\$ 187,433	\$ -	\$ -	\$ 187,433	\$ -	\$ -	\$ 187,433
	187,433	-	-	187,433	-	-	187,433
Accrued Interest - Developer Advances - O&M	32,887	15,811	-	48,698	15,811	-	64,509
	32,887	15,811	-	48,698	15,811	-	64,509
	<b>\$ 220,320</b>	<b>\$ 15,811</b>	<b>\$ -</b>	<b>\$ 236,131</b>	<b>\$ 15,811</b>	<b>\$ -</b>	<b>\$ 251,942</b>
* Estimate							

**Reserves**

**Emergency Reserves**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

**This information is an integral part of the accompanying budget.**



**EXHIBIT B**  
**Rules and Regulations**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

**RESOLUTION ADOPTING A RECREATION AMENITIES USE POLICY FOR  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

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WHEREAS, The Canyons Metropolitan District No. 7 (the “**District**”) is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes (“C.R.S.”); and

WHEREAS, pursuant to Section 32-1-1001(l)(m), C.R.S., the District has the power to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district”; and

WHEREAS, the District owns, operates, and maintains certain parks and playgrounds, trails, open spaces, landscape tracts, and all associated parking lots (the “**Recreation Amenities**”) for the benefit of the residents, property owners, taxpayers of the District, and the general public; and

WHEREAS, in Board of Directors of the District (the “**Board**”) desires to establish policies for the use of the Recreation Amenities; and

WHEREAS, the Board finds that the adoption of this Recreation Amenities Use Policy is in the best interest of the public health, safety, and welfare of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CANYONS METROPOLITAN DISTRICT NO. 7:

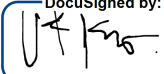
1. Adoption. The Board hereby adopts the Recreation Amenities Use Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.
3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.
4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.
5. Severability. If any term or provision of the Policy are found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such

invalid or unenforceable term or provision shall not affect the validity of the Policy as a whole but shall be severed from the Policy, leaving the remaining terms or provisions in full force and effect.

***[Remainder of Page Intentionally Blank – Signature Page to Follow]***

APPROVED AND ADOPTED this 9<sup>th</sup> day of March, 2022.

**THE CANYONS METROPOLITAN DISTRICT  
NO. 7**, a quasi-municipal corporation and political  
subdivision of the State of Colorado

DocuSigned by:  
  
76D98A87C173473  
\_\_\_\_\_  
Officer of the District

ATTEST:

DocuSigned by:  
  
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\_\_\_\_\_

APPROVED AS TO FORM

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

DocuSigned by:  
  
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General Counsel to the District

**ATTACHMENT A**

**(RECREATION AMENITIES USE POLICY)**

## RECREATION AMENITIES USE POLICY

### THE CANYONS METROPOLITAN DISTRICT NO. 7

*Adopted and Enforced By  
The Board of Directors  
of  
The Canyons Metropolitan District No. 7*

Effective: March 9, 2022

#### **Preamble**

The Board of Directors of The Canyons Metropolitan District No. 7 (the “**District**”) has adopted the following Recreation Amenities Use Policy (the “**Policy**”) pursuant to Section 32-1-1001(1)(m), C.R.S., to provide for the orderly and efficient conduct of management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan approved by the City of Castle Pines (the “**Service Plan**”), as amended, owns operates and maintains certain recreation amenities to serve the community commonly known as The Canyons (the “**Community**”) including parks and playgrounds, trails, open spaces, and associated parking lots, landscape tracts, and all associated parking lots (collectively, the “**Recreation Amenities**”).

Unless otherwise specified, all references to the “District” made herein shall refer to The Canyons Metropolitan District No. 7, as well its respective Board of Directors. All references herein to “District Manager” shall refer to an independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

1. **District Recreation Amenities Use Generally**: The Recreation Amenities are available for use by residents of the District and the general public during the hours of operation set forth below, in accordance with this Recreation Amenities Use Policy (“Policy”) on a first come, first serve basis.

HOURS OF OPERATION:

5:00 a.m. – 10:00 p.m.

2. **Prohibited Activities**: Unless specifically authorized in writing by the District, the activities described in this Section 2 are prohibited within the Recreation Amenities.
  - a. Enter or remain in or refuse to leave during those times when the Recreation Amenities are not open for public use.
  - b. Hold organized sports team practices or games.

- c. Allow personal property to remain on the Recreation Amenities at the end of the hours of operation, including parking motor vehicles overnight.
- d. Operate private or commercial drones, or other recreational aircraft.
- e. Deposit, leave or bury refuse, trash, pet waste, or litter except in designated trash receptacles, including, but not limited to, brush, lawn trimmings, and tree branches.
- f. Place or post signs, or stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- g. Permit pets to be off leash. Domestic animals must be under the owner's or handler's control at all times, and on a leash. Owner or handler will be responsible for any damages caused by their animal.
- h. Camp overnight.
- i. Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas or other temporary portable structures for shade are permitted as long as such structures are not left unattended and are removed when user leaves. No stakes may be driven into the ground.
- j. Destroy, vandalize, deface or damage any property, buildings, structures, signs, equipment, fences, gates or locks regulating access.
- k. Climbing on retaining walls.
- l. Use any amplified sound system that produces audible sound beyond 25 feet.
- m. Play or practice golf or archery.
- n. Sell, serve, or dispense any alcoholic beverages unless a special event permit is obtained from the District Manager.. The private, personal consumption of alcohol is permitted for persons 21 years of age or older and in compliance with all applicable State and local laws and regulations.
- o. Smoke, including vaping and electronic cigarettes.
- p. Consume or possess any illegal drugs.
- q. Consume or possess marijuana.
- r. Bring into, possess, or have any glass bottles, containers, plates, or any other object made of glass.

- s. Engage in disorderly conduct or abusive language.
  - t. Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.
  - u. Conduct any commercial activity without prior written approval of the District Manager.
  - v. Block, close off, or impair access to any trails or facilities.
  - w. Hunt, shoot, kill, injure, harass, trap or maim any animal.
  - x. Feeding or attempting to feed wildlife.
  - y. Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public, if any.
  - z. Remove, cut down, or disfigure rocks, trees, shrubs or other features of the natural environment.
  - aa. Plant any trees, shrubs or other vegetation anywhere within the Recreation Amenities.
  - bb. Build a fire or operate a fire pit or charcoal grill, including propane fire pits.
  - cc. Operate unauthorized motorized vehicles, including all off-road vehicles such as ATVs, dirt bikes, and other recreational vehicles. Electric scooters and bicycles are permitted.
  - dd. Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, sling, paintball gun, air soft gun or any other weapon.
3. **Parking:** Except as provided below, overnight parking (when the Recreation Amenities are closed) in District parking lot(s) is prohibited. Recreational vehicles shall not be parked in the District's parking lots. All other vehicles, including bicycles and scooters shall be parked only in designated parking areas such as marked parking spaces and bicycle racks. Vehicles shall not be parked in service areas, in front of the doors, in violation of handicapped parking laws, over the curb, on the grass or sidewalk, or along facility access roads. Vehicles parked in violation of these rules shall be subject to towing, fines and other sanctions, including, but not limited to, loss or modification of Recreation Amenity privileges.
4. **Enforcement:** All persons must obey any order, rule or regulation of the District and the instructions of any sign posted by the District and the directives of the District Manager, or designee, administering the same. Should any person fail to observe and obey any such directive, order, rule, regulation or sign posted by the District, the District Manager, or



designee, may immediately remove or cause to be removed any such person and may ban such person from the use of the Recreation Amenities for such period of time as may be necessary to secure compliance with order, rules, regulations or posted signs, or the District Manager, or designee, may impose a fine, at the discretion of the Board. The Board of Directors reserves the right to revoke access to Recreation Amenities due to misuse or misconduct. Further use of the Recreation Amenities after revocation of a privileges will be considered trespassing.

The District shall enforce this Policy in accordance with any applicable enforcement resolution or other rules and regulations of the District as may be adopted and amended from time to time.

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

**RESOLUTION ADOPTING RULES AND REGULATIONS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

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WHEREAS, The Canyons Metropolitan District No. 7 (the “**District**”) is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes (“C.R.S.”); and

WHEREAS, pursuant to Section 32-1-1001(l)(m), C.R.S., the District has the power to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district”; and

WHEREAS, the District previously adopted various rules and policies governing and relating to the business of the District (collectively the "**Prior Rules, Regulations and Policies**").

WHEREAS, the Board of Directors of the District (the “**Board**”) desires to consolidate the Prior Rules, Regulations and Policies into one set of Rules and Regulations (the “**Rules and Regulations**”); and

WHEREAS, the Board finds that the adoption of these Rules and Regulations is in the best interest of the public health, safety, and welfare of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CANYONS METROPOLITAN DISTRICT NO 7:

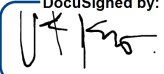
1. Adoption. The Board hereby adopts the Rules and Regulations of The Canyons Metropolitan District No. 7 (the “Rules and Regulations”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Rules and Regulations.
3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Rules and Regulations in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.
4. Effective Date. This Resolution and the Rules and Regulations shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.

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


***Remainder of Page Intentionally Left Blank. Signature Page to Follow***

APPROVED AND ADOPTED this 9<sup>th</sup> day of March, 2022.

**THE CANYONS METROPOLITAN  
DISTRICT NO. 7**, a quasi-municipal corporation  
and political subdivision of the State of Colorado

DocuSigned by:  
  
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Officer of the District

ATTEST:

DocuSigned by:  
  
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APPROVED AS TO FORM

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

DocuSigned by:  
  
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General Counsel to the District

**ATTACHMENT A**  
**(RULES AND REGULATIONS OF**  
**THE CANYONS METROPOLITAN DISTRICT NO. 7)**

**RULES AND REGULATIONS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

*Adopted and Enforced By  
The Board of Directors  
of  
The Canyons Metropolitan District No. 7*

Effective: March 9, 2022

Preamble

The Board of Directors of The Canyons Metropolitan District No. 7 (the "**District**") has adopted the following Rules and Regulations Governing The Canyons Metropolitan District No. 7 (the "**Rules and Regulations**") pursuant to Section 32-1-1001(1)(m), C.R.S., by Resolution dated March 9, 2022, to provide for the orderly management, operation and control of the District's public facilities and services and to promote the health, safety and welfare of the residents and property owners of the District.

Unless otherwise specified, all references to the "District" made herein shall refer to The Canyons Metropolitan District No. 7, as well its Board of Directors. All references herein to "District Manager" shall refer to an independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

**ARTICLE 1.  
DEFINITIONS**

1.1 Definitions. All words and phrases used in these Rules and Regulations shall have the meaning provided in the Declaration of Architectural, Use and Maintenance Restrictions for The Canyons recorded in the real property records of the Clerk and Recorder of Douglas County at Reception Number 2018073806 on December 10, 2018, as amended (the "**Covenants**"), unless otherwise defined herein.

1.2 Collection Procedures. The procedures for the collection of any outstanding fee, rate, toll, penalty and charge that shall be pursuant to the District's then-current resolution concerning the processing and collection of delinquent fees, attached hereto as **Exhibit A**, as may be amended from time to time.

1.3 Enforcement Procedures. The policies, procedures and penalties for violations of the Covenants, these Rules and Regulations, any guidelines and other policies and procedures of the District, as the same may be adopted, amended, and supplemented from time to time (collectively, the "**Governing Documents**"), that are subject to the District's then-current resolution concerning the policies, procedures and penalties for the enforcement of the Governing Documents attached hereto as **Exhibit B**, as may be amended from time to time.

1.4 Data Privacy Procedures. The policies and procedures which the District follows for the destruction or proper disposal of paper and electronic documents containing Personal Identifying Information as defined in Section 24-73-101(4)(b), C.R.S., attached hereto as **Exhibit C**, as may be amended from time to time.

1.5 Recreation Amenities. District facilities constructed, owned, operated, and maintained by the District, including without limitation parks, trails, and open spaces (collectively, the "**Recreation Amenities**"), as well as common area landscapes areas that are subject to the District's then current Recreation Amenities use policy, attached hereto as **Exhibit D**, as may be amended from time to time.

1.6 Fee Resolution. The imposition of District Fees shall be pursuant to the District's then-current fee resolution, attached hereto as **Exhibit E**, as may be amended from time to time.

1.7 Public Records. The procedures which govern requests for the right to inspect and/or copy public records of the District that shall be pursuant to the District's then-current public records act request policy, attached hereto as **Exhibit F**, as may be amended from time to time.

1.8 Residential Landscape Design Guidelines. The rules and procedures which govern the construction of Improvements and design review requirements that shall be pursuant to the District's then-current residential landscape design guidelines adopted by the Architectural Control Committee, attached hereto as **Exhibit G**, as may be amended from time to time.

1.9 Flags. The rules and procedures which govern the placement of Flags on Lots within in the District's boundaries, attached hereto as **Exhibit H**, as may be amended from time to time.

1.10 Short Term Rentals. The rules and procedures which govern short term rentals within in the District's boundaries, attached hereto as **Exhibit I**, as may be amended from time to time.

1.11 Recreational Vehicles. The rules regarding the use of recreational vehicles within the District's boundaries, attached hereto as **Exhibit J**, as may be amended from time to time.

1.12 Rules and Regulations. These Rules and Regulations, together with such other amendments, policies, procedures, rules and resolutions which may be adopted by the Board from time to time, are incorporated herein.

## **ARTICLE 2. GENERAL**

2.1 Purpose. The purpose of these Rules and Regulations is to provide for the regulation and management of the District and to set forth certain guidelines relating to the ownership and use of the Lots and Recreation Amenities within the Community.

2.2 Authority. These Rules and Regulations are authorized to be made and promulgated by the Board of Directors of the District (the “**Board**”), pursuant to Section 32-1-1001(1)(m), C.R.S. and the Covenants. The authority to create, adopt, enforce, amend and repeal the Rules and Regulations lies with the Board.

2.3 Scope. These Rules and Regulations shall be effective when approved by the Board.

2.4 Rules of Construction. These Rules and Regulations shall be liberally construed to effect the general purpose set forth herein, and each and every part is separate and distinct from all other parts. No omission or additional material in these Rules and Regulations shall be construed as an alteration; waiver; deviation; limitation, or restriction from any grant of power, duty, or responsibility imposed or conferred upon the Board by virtue of statutes now existing. Nothing contained herein shall be construed as prejudice or affect the right of the District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

2.5 Rules, Regulations, Procedures, Resolutions and Policies. Any rules, regulations, procedures, resolutions and/or policies in effect and adopted prior to the effective date of these Rules and Regulations shall remain in full force and effect unless specifically amended and restated herein.

2.6 Amendment. The Board expressly reserves the right to amend, repeal or revoke these Rules and Regulations, and any exhibits or appendices attached hereto, either in whole or in part, by resolution of the Board at any time. Prior public notice shall not be required by the District when exercising its amendment powers pursuant to this Section. In addition, supplemental rules, regulations, procedures and policies of the District may be adopted from time to time in order to assist the Board and its management staff in managing the affairs of the District. When possible, copies of such rules, regulations, procedures and policies shall be attached hereto. Additional documents affecting these Rules and Regulations may also be added by Board resolution from time to time and may also be found in the minutes of the District meetings.

2.7 Publication. The Board may publish new rules, regulations, policies and procedures adopted by the Board by such means as are determined from time to time by the Board. The new rules, regulations and policies shall become effective on the date specified by the Board and shall automatically become a part of these Rules and Regulations. Failure to receive the new rules, regulations, policies and procedures (and/or these Rules and Regulations) shall not be a defense to any attempt to enforce any rules, regulations or policies of the District and shall not be a defense to any fines, expenses, or attorneys’ fees imposed by the District as a result of any violations.

2.8 Deviation. The Board may deviate from the procedures set forth in these Rules and Regulations if in its sole discretion such deviation is reasonable under the circumstances.

2.9 Conflicts. In case of any conflict between any provision of these Rules and Regulations, the District shall be entitled to resolve such conflict in its own favor at the District’s sole discretion. In the event a court of competent jurisdiction finds any provisions of these Rules and Regulations unenforceable, the other provisions shall remain in full effect.



2.10 Governmental Immunity. Nothing contained in the Rules and Regulations shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended from time to time.

2.11 Public Health, Safety and Welfare. It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security, and general welfare of the residents and property owners of the District.

2.12 Regulations by Other Governmental Entities. Any limitation, restriction, or prohibition validly placed upon the District by any governmental entity, or by any agreement between the District and any other governmental entity, is hereby incorporated into the Rules and Regulations by this reference, and shall constitute a limitation, restriction and/or prohibition on each resident, visitor or property owner of the District.

**EXHIBIT A**

**Amended and Restated Resolution Concerning the Processing and Collection of Delinquent Fees and Charges**

**AMENDED AND RESTATED  
RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

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

---

WHEREAS, The Canyons Metropolitan District No. 7 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

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

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

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

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

WHEREAS, on August 15, 2019, the Board adopted the Resolution of the Board of Directors of The Canyons Metropolitan District No. 7 Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

NOW, THEREFORE, the Board hereby RESOLVES:

1. **Statement of Lien Guidelines:**

a. **Perpetual Lien.** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all Delinquent Fees and Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect

until paid in full. All Liens contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

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

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

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

iii. *Ten (10) Calendar Days from the Postmark Date of the Warning Letter:* Once the total amount of Delinquent Fees and Charges owing on the Property has exceeded One Hundred Twenty Dollars (\$120.00), regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District's General Counsel (the "**General Counsel**"). At the time of such referral, the Manager may be requested to provide General Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

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

i. *Upon Referral of the Delinquent Account From the Manager:* A “Demand Letter” may be sent to the Property Address, notifying the Property owner that the Property has been referred to General Counsel for further collections enforcement, including the filing of a statement of lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.

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

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

d. *Foreclosure or Bankruptcy.* In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to General Counsel in order to avoid unnecessary, costly and time consuming procedures. Upon referral of the Delinquent Account to General Counsel, General Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property. Further, when a Delinquent Account has a balance of One Thousand Five Hundred Dollars (\$1,500.00) or greater, General Counsel is authorized to commence foreclosure action against the Property.

## 2. **Late Fees:**

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

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

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

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the Fifteenth (15) calendar day following the payment due date, and each month thereafter, may be charged on unpaid Fees until the Late Fee equals Twenty Five Percent (25%) of all outstanding Fees.

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

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) Legal Fees and Costs; (5) the earliest imposed and unpaid Fees; (6) any successive unpaid Fees in chronological order from the earliest unpaid Fees to the most recently imposed Fees.

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

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

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

5. **Costs of Collections:**

a. Include, but are not limited to, attorneys' fees and all costs, fees and charges associated with the processing and/or collection of Delinquent Fees and Charges, including the following fixed rates and hourly fees and costs:

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

- ◆ *Reminder Letter Fee:* Ten Dollars (\$10.00) per Reminder Letter. This action is typically performed by the Manager.
- ◆ *Warning Letter Fee:* Ten Dollars (\$10.00) per Warning Letter sent. This action is typically performed by the Manager.
- ◆ *Return Check Fee:* Twenty Dollars (\$20.00) per returned payment.

- ◆ *Attorney Transfer Fee:* Thirty Dollars (\$30.00) per Delinquent Account transferred from the Manager to General Counsel. This action is performed by the Manager.
- ◆ *Demand Letter Fee:* One Hundred Fifty Dollars (\$150.00) per Demand Letter sent. This action is performed by General Counsel.
- ◆ *Follow up Demand Letter Fee:* Fifty Dollars (\$50.00) per Follow up Demand Letter sent. This action is performed by General Counsel.
- ◆ *Notice of Intent to File a Statement of Lien Fee:* One Hundred Twenty Dollars (\$120.00) per Notice of Intent to File a Statement of Lien sent. This action is performed by General Counsel.
- ◆ *Lien Recording Fee:* One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.
- ◆ *Payment Plan Fee:* Two Hundred Fifty Dollars (\$250.00) per Payment Plan prepared. This action is performed by General Counsel.
- ◆ *Default Letter Fee:* Seventy Dollars (\$70.00) per Default Letter prepared. This action is performed by General Counsel.
- ◆ *Monitoring Bankruptcy Fee:* One Hundred Dollars (\$100.00) for monitoring Chapter 7 bankruptcies. Three Hundred and Fifty Dollars (\$350.00) for monitoring Chapter 13 or Chapter 11 bankruptcies. These actions are performed by General Counsel.
- ◆ *Monitoring Public Trustee Foreclosure Fee:* Two Hundred Dollars (\$200.00) per Public Trustee Foreclosure action monitored. This action is performed by General Counsel.
- ◆ *Attorney Reminder Letter Fee:* One Hundred Dollars (\$100.00) per Reminder Letter. This action is performed by General Counsel.
- ◆ *Certificate of Status Fee:* One Hundred Dollars (\$100.00) per Status Letter prepared. This action is performed by General Counsel.
- ◆ *Foreclosure Warning Letter Fee:* One Hundred Dollars (\$100.00) per Foreclosure Warning Letter prepared. This action is performed by General Counsel.
- ◆ *Lien Release Fee:* One Hundred Fifty Dollars (\$150.00) per lien that is released. This action is performed by General Counsel. It is

recommended that the Lien Release Fee be charged to the Delinquent Account at the same time as the Lien Recording Fee.

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

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

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

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

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

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

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

**8. Acceleration and Decelerations of Fees:** The District reserves the right to accelerate and call due an entire unpaid annual Fee on any delinquent account. Such acceleration shall result in the entire unpaid annual Fee being due to the District immediately. The District also reserves the right to decelerate any accelerated Fee.



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

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

11. **Deviations:** The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

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

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

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

*[Remainder of page intentionally left blank, signature page follows.]*

ADOPTED this 11<sup>th</sup> day of December, 2019.

THE CANYONS METROPOLITAN  
DISTRICT NO. 7

By: \_\_\_\_\_  
Officer of the District

Attest:

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

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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

**EXHIBIT B**

**Resolution Regarding Policies, Procedures and Penalties for the Enforcement of the  
Governing Documents**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

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

---

WHEREAS, The Canyons Metropolitan District No. 7 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the Declaration of Architectural, Use and Maintenance Restrictions for The Canyons recorded in the real property records of the Clerk and Recorder of Douglas County, Colorado at Reception No. 2018073806, on December 10, 2018 (the “**Covenants**”), the District is permitted to take actions with respect to any violations or alleged violations of the Governing Documents (as defined below); and

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

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

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

WHEREAS, the Board desires to set establishing policies, procedures and penalties for violations of the Covenants, the Residential Landscape Design Guidelines adopted by The Canyons Architectural Control Committee dated March, 2020, and as may be amended from time to time any guidelines, rules and regulations, and other policies and procedures of the District, as the same may be adopted, amended and supplemented from time to time (collectively, the “**Governing Documents**”).

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

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

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action, and any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Continuous Violations*

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

*Repetitious Violations:*

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

10. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid

any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

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

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

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

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

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

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

17. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to "The Canyons Metropolitan District No. 7" and sent to the following address, on or before the due date: The Canyons Metropolitan District NO. 7, c/o CliftonLarsonAllen, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

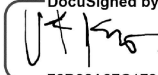


18. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this resolution, which shall remain in full force and effect. In addition, in lieu of such void or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

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

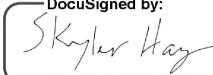
APPROVED AND ADOPTED THIS THE 14<sup>TH</sup> DAY OF APRIL, 2021.

**THE CANYONS METROPOLITAN DISTRICT  
NO. 7**, a quasi-municipal corporation and political  
subdivision of the State of Colorado

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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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

**EXHIBIT C**

**Resolution Adopting Personal Data Privacy Policy**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7  
ADOPTING A PERSONAL DATA PRIVACY POLICY**

---

WHEREAS, The Canyons Metropolitan District No. 7 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, the Colorado General Assembly adopted House Bill 18-1128 concerning strengthening protections for consumer data privacy (the “**Bill**”) with an effective date of September 1, 2018; and

WHEREAS, the Bill added Article 73 to Title 24, Colorado Revised Statutes known as “Security Breaches and Personal Information” (“**Article 73**”) which requires each Governmental Entity in the state that maintains paper or electronic documents during the course of business that contain Personal Identifying Information to develop a written policy for the destruction or proper disposal of such paper and electronic documents; and

WHEREAS, § 24-73-101(4)(a), C.R.S., defines a “Governmental Entity” as the state and any state agency or institution, including the judicial department, county, city and county, incorporated city or town, school district, special improvement district, authority, and every other kind of district, instrumentality, or political subdivision of the state organized pursuant to law. “Governmental Entity” includes entities governed by home rule charters; and

WHEREAS, the District is a Governmental Entity under Article 73 as it is a political subdivision of the state organized pursuant to law; and

WHEREAS, § 24-73-101(4)(b), C.R.S., defines “Personal Identifying Information” as a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S.; and

WHEREAS, the District may maintain paper or electronic documents that contain Personal Identifying Information; and

WHEREAS, the District has developed and desires to adopt a written policy for the destruction or proper disposal of paper and electronic documents containing Personal Identifying Information, in conformance with Article 73.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Adoption of Personal Data Privacy Policy. The District hereby adopts the Personal Data Privacy Policy set forth in **Exhibit A**, attached hereto and incorporated herein.

2. Preambles Incorporated. The preambles to this Resolution are hereby incorporated into this Resolution as if set out fully herein.

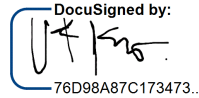
3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall become effective as of September 1, 2018, shall be enforced immediately thereafter and shall supersede any previous policy related to disposal of paper and electronic documents containing Personal Identifying Information. This Resolution shall be implemented and administered by the District to conform with all requirements of Article 73, as modified from time to time.

*[Signature page follows.]*

ADOPTED this 9<sup>th</sup> day of March, 2022.

THE CANYONS METROPOLITAN DISTRICT  
NO. 7, a quasi-municipal corporation and political  
subdivision of the State of Colorado

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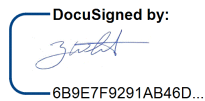
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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

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

*Signature page to Resolution Adopting Personal Data Privacy Policy*

## EXHIBIT A

### Personal Data Privacy Policy

The purpose of this Personal Data Privacy Policy is to comply with § 24-73-101 (1), C.R.S., which requires a Governmental Entity that maintains paper or electronic documents during the course of business that contain Personal Identifying Information to develop a written policy for the destruction or proper disposal of such paper and electronic documents.

#### Section 1. Definitions

- (1) “District” means The Canyons Metropolitan District No. 7
- (2) “Personal Identifying Information” means the following, which the District may collect over the course of normal business:
  - a. A social security number;
  - b. A personal identification number;
  - c. A password;
  - d. A pass code;
  - e. An official state or government-issued driver’s license or identification card number;
  - f. A government passport number;
  - g. Biometric data, as defined in § 24-73-103(1)(a), C.R.S.;
  - h. An employer, student or military identification number; or
  - i. A financial transaction device, as defined in § 18-5-701(3), C.R.S.
- (3) “Third-Party Service Provider” means an entity that has been contracted by the District to maintain, store, or process Personal Identifying Information on behalf of the District.
- (4) All defined terms in section 5 shall be defined as in § 24-73-103, C.R.S.

#### Section 2. Security Procedures and Practices

- (1) The District will store paper documents containing Personal Identifying Information in a locked cabinet or locked office. Only employees or individuals who must use Personal Identifying Information to conduct District business will have access to the storage location.
- (2) The District will take appropriate measures to protect Personal Identifying Information stored as digital media. These protections may include password access, firewalls and encryption software. Only those employees or individuals who must use the Personal Identifying Information to conduct District business will have access to the electronic storage system(s).

(3) In the event an employee's or individual's responsibilities in relation to the District change such that the employee or individual no longer must use Personal Identifying Information to conduct District business, the District shall take reasonable measures to terminate that employee's or individual's access to Personal Identifying Information, such as replacing locks on any storage cabinet or locked office where Personal Identifying Information is stored in paper format, or denying the employee or individual access to Personal Identifying Information stored digitally by changing passwords or access settings.

(4) In the event the District discloses Personal Identifying Information to a Third-Party Service Provider, the District will require the Third-Party Service Provider to implement and maintain reasonable security procedures and practices that are:

- a. Appropriate to the nature of the Personal Identifying Information disclosed to the Third-Party Service Provider;
- b. Are reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction; and
- c. Are in accordance with the policies and procedures set forth in this Policy.

Section 3. Records Management and Destruction

(1) Records maintaining Personal Identifying Information should be retained in accordance with the District's Records Retention Policy. All paper or electronic documents containing Personal Identifying Information that are no longer needed, shall be destroyed by the District in accordance with the District's Records Retention Policy, and in accordance with the retention periods set forth therein, based on the type of record. When destroyed, all records containing Personal Identifying Information must be disposed of by shredding, erasing or otherwise modifying the Personal Identifying Information in the paper or electronic documents in a manner that renders the Personal Identifying Information unreadable or indecipherable through any means.

Section 4. Open Records Disclosure

(1) The District is governed by the Colorado Open Records Act ("CORA"). Any records maintained by the District may be subject to inspection and copying by members of the public, unless an exemption in the law exists. In the event the District must release records containing Personal Identifying Information, sensitive data will be redacted or otherwise removed to protect the privacy of the individual(s).

(2) The District will not otherwise release Personal Identifying Information unless legally required to do so in connection with legal proceedings or law enforcement

investigations. The District will not sell Personal Identifying Information to any outside organization.

Section 5. Notification of Security Breach

(1) In the event the District becomes aware that a Security Breach may have occurred, the District will conduct in good faith a prompt investigation to determine the likelihood that Personal Information, as defined in § 24-73-103(1)(g)(i)(A), C.R.S., has been or will be misused. The District will notify the affected Colorado residents in accordance with the notice requirements set forth in § 24-73-103, C.R.S., unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur.



**EXHIBIT D**

**Resolution Adopting a Recreation Amenities Use Policy**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

**RESOLUTION ADOPTING A RECREATION AMENITIES USE POLICY FOR  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

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WHEREAS, The Canyons Metropolitan District No. 7 (the “**District**”) is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes (“C.R.S.”); and

WHEREAS, pursuant to Section 32-1-1001(l)(m), C.R.S., the District has the power to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district”; and

WHEREAS, the District owns, operates, and maintains certain parks and playgrounds, trails, open spaces, landscape tracts, and all associated parking lots (the “**Recreation Amenities**”) for the benefit of the residents, property owners, taxpayers of the District, and the general public; and

WHEREAS, in Board of Directors of the District (the “**Board**”) desires to establish policies for the use of the Recreation Amenities; and

WHEREAS, the Board finds that the adoption of this Recreation Amenities Use Policy is in the best interest of the public health, safety, and welfare of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CANYONS METROPOLITAN DISTRICT NO. 7:

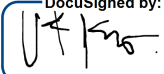
1. Adoption. The Board hereby adopts the Recreation Amenities Use Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.
3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.
4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.
5. Severability. If any term or provision of the Policy are found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such

invalid or unenforceable term or provision shall not affect the validity of the Policy as a whole but shall be severed from the Policy, leaving the remaining terms or provisions in full force and effect.

***[Remainder of Page Intentionally Blank – Signature Page to Follow]***

APPROVED AND ADOPTED this 9<sup>th</sup> day of March, 2022.

**THE CANYONS METROPOLITAN DISTRICT  
NO. 7**, a quasi-municipal corporation and political  
subdivision of the State of Colorado

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Officer of the District

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APPROVED AS TO FORM

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

DocuSigned by:  
  
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General Counsel to the District

**ATTACHMENT A**

**(RECREATION AMENITIES USE POLICY)**

## RECREATION AMENITIES USE POLICY

### THE CANYONS METROPOLITAN DISTRICT NO. 7

*Adopted and Enforced By  
The Board of Directors  
of  
The Canyons Metropolitan District No. 7*

Effective: March 9, 2022

#### **Preamble**

The Board of Directors of The Canyons Metropolitan District No. 7 (the “**District**”) has adopted the following Recreation Amenities Use Policy (the “**Policy**”) pursuant to Section 32-1-1001(1)(m), C.R.S., to provide for the orderly and efficient conduct of management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan approved by the City of Castle Pines (the “**Service Plan**”), as amended, owns operates and maintains certain recreation amenities to serve the community commonly known as The Canyons (the “**Community**”) including parks and playgrounds, trails, open spaces, and associated parking lots, landscape tracts, and all associated parking lots (collectively, the “**Recreation Amenities**”).

Unless otherwise specified, all references to the “District” made herein shall refer to The Canyons Metropolitan District No. 7, as well its respective Board of Directors. All references herein to “District Manager” shall refer to an independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

1. **District Recreation Amenities Use Generally**: The Recreation Amenities are available for use by residents of the District and the general public during the hours of operation set forth below, in accordance with this Recreation Amenities Use Policy (“Policy”) on a first come, first serve basis.

HOURS OF OPERATION:

5:00 a.m. – 10:00 p.m.

2. **Prohibited Activities**: Unless specifically authorized in writing by the District, the activities described in this Section 2 are prohibited within the Recreation Amenities.
  - a. Enter or remain in or refuse to leave during those times when the Recreation Amenities are not open for public use.
  - b. Hold organized sports team practices or games.

- c. Allow personal property to remain on the Recreation Amenities at the end of the hours of operation, including parking motor vehicles overnight.
- d. Operate private or commercial drones, or other recreational aircraft.
- e. Deposit, leave or bury refuse, trash, pet waste, or litter except in designated trash receptacles, including, but not limited to, brush, lawn trimmings, and tree branches.
- f. Place or post signs, or stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- g. Permit pets to be off leash. Domestic animals must be under the owner's or handler's control at all times, and on a leash. Owner or handler will be responsible for any damages caused by their animal.
- h. Camp overnight.
- i. Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas or other temporary portable structures for shade are permitted as long as such structures are not left unattended and are removed when user leaves. No stakes may be driven into the ground.
- j. Destroy, vandalize, deface or damage any property, buildings, structures, signs, equipment, fences, gates or locks regulating access.
- k. Climbing on retaining walls.
- l. Use any amplified sound system that produces audible sound beyond 25 feet.
- m. Play or practice golf or archery.
- n. Sell, serve, or dispense any alcoholic beverages unless a special event permit is obtained from the District Manager.. The private, personal consumption of alcohol is permitted for persons 21 years of age or older and in compliance with all applicable State and local laws and regulations.
- o. Smoke, including vaping and electronic cigarettes.
- p. Consume or possess any illegal drugs.
- q. Consume or possess marijuana.
- r. Bring into, possess, or have any glass bottles, containers, plates, or any other object made of glass.

- s. Engage in disorderly conduct or abusive language.
  - t. Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.
  - u. Conduct any commercial activity without prior written approval of the District Manager.
  - v. Block, close off, or impair access to any trails or facilities.
  - w. Hunt, shoot, kill, injure, harass, trap or maim any animal.
  - x. Feeding or attempting to feed wildlife.
  - y. Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public, if any.
  - z. Remove, cut down, or disfigure rocks, trees, shrubs or other features of the natural environment.
  - aa. Plant any trees, shrubs or other vegetation anywhere within the Recreation Amenities.
  - bb. Build a fire or operate a fire pit or charcoal grill, including propane fire pits.
  - cc. Operate unauthorized motorized vehicles, including all off-road vehicles such as ATVs, dirt bikes, and other recreational vehicles. Electric scooters and bicycles are permitted.
  - dd. Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, sling, paintball gun, air soft gun or any other weapon.
3. **Parking:** Except as provided below, overnight parking (when the Recreation Amenities are closed) in District parking lot(s) is prohibited. Recreational vehicles shall not be parked in the District's parking lots. All other vehicles, including bicycles and scooters shall be parked only in designated parking areas such as marked parking spaces and bicycle racks. Vehicles shall not be parked in service areas, in front of the doors, in violation of handicapped parking laws, over the curb, on the grass or sidewalk, or along facility access roads. Vehicles parked in violation of these rules shall be subject to towing, fines and other sanctions, including, but not limited to, loss or modification of Recreation Amenity privileges.
4. **Enforcement:** All persons must obey any order, rule or regulation of the District and the instructions of any sign posted by the District and the directives of the District Manager, or designee, administering the same. Should any person fail to observe and obey any such directive, order, rule, regulation or sign posted by the District, the District Manager, or



designee, may immediately remove or cause to be removed any such person and may ban such person from the use of the Recreation Amenities for such period of time as may be necessary to secure compliance with order, rules, regulations or posted signs, or the District Manager, or designee, may impose a fine, at the discretion of the Board. The Board of Directors reserves the right to revoke access to Recreation Amenities due to misuse or misconduct. Further use of the Recreation Amenities after revocation of a privileges will be considered trespassing.

The District shall enforce this Policy in accordance with any applicable enforcement resolution or other rules and regulations of the District as may be adopted and amended from time to time.

**EXHIBIT E**

**Resolution Concerning the Imposition of an Operations Fee**

After Recording, Return to:  
WHITE BEAR ANKELE TANAKA & WALDRON  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122

**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
THE CANYONS METROPOLITAN DISTRICT NO. 7  
CONCERNING THE IMPOSITION OF AN OPERATIONS FEE**

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WHEREAS, The Canyons Metropolitan District No. 7 (the “**District**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Douglas County, Colorado, and after approval of the District’s eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to acquire, construct, operate and maintain certain amenities and facilities benefitting property and inhabitants within the District, which amenities and facilities generally include, but are not limited to, streets, water, sewer, landscaping, open space, irrigation, fencing, monuments, parks and recreation improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain services to property and inhabitants within the boundaries of the District, including without limitation, landscape maintenance, snow removal, and covenant enforcement (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service

Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate.

NOW, THEREFORE, be it resolved by the Board as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to §§32-1-101, *et seq.*, C.R.S., as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit. End User specifically excludes a tenant occupying an Apartment Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the District Boundaries which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser or purchasers.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the District and its respective residents and property owners to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to an annual "Fee Schedule" and shall constitute the rate in effect until such schedule is amended or repealed. The initial Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Operations Fee shall consist of a recurring payment (the "**Recurring Payment**") and a separate payment imposed on transfers of a Residential Unit (the "**Transfer Payment**"), which together shall comprise the Operations Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit by an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board has determined, and does hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Facilities and Services, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District to pay for general administrative costs of the District.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to the District, made payable to "The Canyons Metropolitan District No. 7" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Douglas County, Colorado.

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

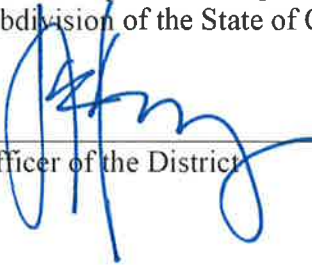
7. THE PROPERTY. This Resolution shall apply to all property within the District's boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective August 1, 2019.

*[Remainder of Page Intentionally Left Blank. Signature Page to Follow].*

ADOPTED this 14<sup>th</sup> day of August, 2019.

THE CANYONS METROPOLITAN DISTRICT  
NO. 7, a quasi-municipal corporation and political  
subdivision of the State of Colorado

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

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

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

*Signature page to Resolution Concerning the Imposition of an Operations Fee*



**EXHIBIT A**

**THE CANYONS METROPOLITAN DISTRICT NO. 7**

**Schedule of Fees**

**Effective August 1, 2019\_\_**

<b>Schedule of Fees</b>		
<b>Fee Type</b>	<b>Classifications</b>	<b>Rate</b>
<b>Operations Fee – Recurring Payment</b>	Residential Unit	\$30.00 / month
	Vacant Lot	\$0.00 / month
The Due Date for each Operations fee is the __ day of each month.		
<b>Operations Fee – Payment Due Upon a Transfer</b>	Residential Unit	\$0.00 per Transfer
	Vacant Lot	\$0.00 per Transfer
The Due Date for each Operations Fee—Payment Due Upon Transfer is the date upon which the Transfer occurs.		

**PAYMENTS:** Payment for each fee shall be made payable to The Canyons Metropolitan District No. 7 and sent to the following address for receipt by the Due Date:

8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**EXHIBIT B**

**THE CANYONS METROPOLITAN DISTRICT NO. 7**

**District Boundaries**

LEGAL DESCRIPTION

THE CANYONS METROPOLITAN DISTRICT No. 7

A PARCEL OF LAND LYING WITHIN PORTIONS OF SECTIONS 1, 2, 10, 11, 12 AND 14, ALL IN TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF CASTLE PINES, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR S 89°54'12" E, FROM THE SOUTH QUARTER CORNER OF SECTION 2, BEING A #6 REBAR WITH A 2" ALUMINUM CAP STAMPED PLS 33202, TO THE SOUTHEAST CORNER OF SECTION 2, BEING A STONE WITH CHISELED CROSS, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE N 13°19'02" E, A DISTANCE OF 1295.59 FEET TO A POINT ON THE SOUTH LINE OF THAT "PARCEL 1 REVISED" AS SHOWN ON THE "ORDER FOR IMMEDIATE POSSESSION", DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO CASE NUMBER 08-CV-1689 OF RECORD AT RECEPTION NO. 2008057654, SAID DOUGLAS COUNTY RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID "PARCEL 1 REVISED" THE FOLLOWING TWENTY (20) COURSES:

1. S 18°44'17" E, A DISTANCE OF 126.18 FEET;
2. N 67°10'35" E, A DISTANCE OF 278.16 FEET;
3. N 06°45'01" E, A DISTANCE OF 133.08 FEET;
4. N 46°05'31" E, A DISTANCE OF 91.67 FEET;
5. N 63°36'35" E, A DISTANCE OF 222.60 FEET;
6. N 20°28'12" E, A DISTANCE OF 240.39 FEET;
7. N 30°38'19" E, A DISTANCE OF 61.62 FEET;
8. N 24°59'03" E, A DISTANCE OF 115.00 FEET;
9. N 13°13'20" E, A DISTANCE OF 140.00 FEET;
10. N 82°45'32" E, A DISTANCE OF 130.00 FEET;
11. N 37°25'06" E, A DISTANCE OF 145.00 FEET;
12. N 52°50'09" W, A DISTANCE OF 150.00 FEET;
13. N 37°45'39" E, A DISTANCE OF 470.00 FEET;

14. S 81°39'48" E, A DISTANCE OF 150.00 FEET;
15. N 22°03'27" E, A DISTANCE OF 520.00 FEET;
16. N 35°41'01" E, A DISTANCE OF 315.00 FEET;
17. N 22°11'16" E, A DISTANCE OF 305.00 FEET;
18. N 57°52'06" E, A DISTANCE OF 325.00 FEET;
19. S 43°52'31" E, A DISTANCE OF 190.00 FEET;
20. N 61°52'03" E, A DISTANCE OF 157.02 FEET TO A POINT ON THE WEST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, AS SHOWN ON SAID "ORDER FOR IMMEDIATE POSSESSION", DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO CASE NUMBER 08-CV-1689 OF RECORD AT RECEPTION NO. 2008057654;

THENCE S 01°07'38" E, ALONG SAID WEST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1161.23 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1;  
THENCE N 89°15'37" E, ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1034.67 FEET TO A POINT ON "PARCEL 3 REVISED" AS SHOWN ON THE "ORDER FOR IMMEDIATE POSSESSION", DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO CASE NUMBER 08-CV-1689 OF RECORD AT RECEPTION NO. 2008057654;

THENCE ALONG THE SOUTH LINE OF SAID "PARCEL 3 REVISED" THE FOLLOWING THIRTY ONE (31) COURSES:

1. S 08°14'06" E, A DISTANCE OF 8.23 FEET;
2. S 58°33'35" E, A DISTANCE OF 249.77 FEET;
3. S 34°15'30" E, A DISTANCE OF 212.57 FEET;
4. S 10°33'16" W, A DISTANCE OF 72.81 FEET;
5. S 64°46'21" W, A DISTANCE OF 52.38 FEET;
6. N 71°12'30" W, A DISTANCE OF 60.75 FEET;
7. S 60°16'11" W, A DISTANCE OF 13.65 FEET;
8. S 20°59'07" E, A DISTANCE OF 27.19 FEET;
9. S 25°18'29" W, A DISTANCE OF 131.41 FEET;
10. S 54°40'50" W, A DISTANCE OF 99.61 FEET;
11. S 20°27'19" W, A DISTANCE OF 154.05 FEET;
12. S 34°55'08" E, A DISTANCE OF 44.79 FEET;
13. N 48°28'08" E, A DISTANCE OF 324.71 FEET;

14. S 63°35'16" E, A DISTANCE OF 157.44 FEET;
15. S 18°22'50" E, A DISTANCE OF 324.38 FEET;
16. S 53°50'19" W, A DISTANCE OF 270.57 FEET;
17. S 03°46'27" W, A DISTANCE OF 54.35 FEET;
18. N 88°42'25" E, A DISTANCE OF 318.12 FEET;
19. S 04°58'23" W, A DISTANCE OF 195.15 FEET;
20. S 18°07'17" E, A DISTANCE OF 196.02 FEET;
21. S 23°40'10" W, A DISTANCE OF 63.75 FEET;
22. S 12°57'56" E, A DISTANCE OF 284.56 FEET;
23. S 34°31'45" E, A DISTANCE OF 185.55 FEET;
24. S 50°33'04" W, A DISTANCE OF 292.34 FEET;
25. S 59°03'06" E, A DISTANCE OF 84.73 FEET;
26. N 86°27'51" E, A DISTANCE OF 321.36 FEET;
27. S 45°46'02" E, A DISTANCE OF 117.99 FEET;
28. S 51°01'02" E, A DISTANCE OF 205.89 FEET;
29. N 66°18'35" E, A DISTANCE OF 36.11 FEET;
30. N 35°47'25" W, A DISTANCE OF 360.50 FEET;
31. N 03°11'24" E, A DISTANCE OF 352.40 FEET;

THENCE DEPARTING THE SOUTH LINE OF SAID "PARCEL 3 REVISED", N 80°05'05" E, A DISTANCE OF 507.43 FEET;

- THENCE S 18°32'44" E, A DISTANCE OF 821.93 FEET;
- THENCE S 18°46'35" E, A DISTANCE OF 818.91 FEET;
- THENCE S 18°44'42" E, A DISTANCE OF 168.26 FEET;
- THENCE S 15°56'12" E, A DISTANCE OF 353.83 FEET;
- THENCE S 20°48'31" E, A DISTANCE OF 158.85 FEET;
- THENCE S 23°13'00" E, A DISTANCE OF 326.76 FEET;
- THENCE S 01°03'17" W, A DISTANCE OF 887.11 FEET;
- THENCE S 10°12'18" W, A DISTANCE OF 631.88 FEET;
- THENCE S 17°53'17" W, A DISTANCE OF 282.01 FEET;
- THENCE S 24°01'34" W, A DISTANCE OF 938.02 FEET;
- THENCE S 30°34'07" W, A DISTANCE OF 683.04 FEET;

THENCE S 80°40'54" W, A DISTANCE OF 2535.52 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 11;  
THENCE S 89°54'53" W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A  
DISTANCE OF 2672.88 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 11;  
THENCE S 89°54'53" W, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST  
QUARTER OF SAID SECTION 14, A DISTANCE OF 1169.50 FEET TO THE NORTHEAST CORNER OF THE  
WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE  
NORTHWEST QUARTER OF SAID SECTION 14;  
THENCE S 01°05'10" E, ALONG THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION  
14, A DISTANCE OF 675.92 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF  
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID  
SECTION 14;  
THENCE S 89°48'36" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE  
NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 1109.67 FEET TO A POINT ON THE SOUTH  
LINE OF THAT 75 FOOT PUBLIC SERVICE COMPANY EASEMENT RECORDED IN BOOK 122 AT PAGE 110,  
SAID DOUGLAS COUNTY RECORDS;  
THENCE N 33°43'35" W, ALONG SAID SOUTH LINE, A DISTANCE OF 728.41 FEET TO A POINT ON THE  
WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14;  
THENCE N 01°53'13" W, ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, A  
DISTANCE OF 71.46 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11, ALSO BEING THE  
SOUTHWEST CORNER OF THAT DEED RECORDED IN BOOK 157 AT PAGE 30, SAID DOUGLAS COUNTY  
RECORDS;  
THENCE N 00°14'30" W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11  
AND THE WEST LINE OF SAID DEED, A DISTANCE OF 600.31 FEET;  
THENCE N 33°43'35" W, A DISTANCE OF 910.59 FEET;  
THENCE N 16°43'22" E, A DISTANCE OF 62.48 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET, A CENTRAL  
ANGLE OF 66°04'20" AND AN ARC LENGTH OF 628.48 FEET;  
THENCE N 82°47'42" E, A DISTANCE OF 87.86 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE  
OF 85°30'14" AND AN ARC LENGTH OF 52.23 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 985.50 FEET, A CENTRAL ANGLE OF 22°41'44" AND AN ARC LENGTH OF 390.37 FEET;  
THENCE N 19°59'13" E, A DISTANCE OF 117.60 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 829.50 FEET, A CENTRAL ANGLE OF 16°26'17" AND AN ARC LENGTH OF 237.98 FEET;  
THENCE N 03°32'56" E, A DISTANCE OF 297.01 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 969.50 FEET, A CENTRAL ANGLE OF 19°14'26" AND AN ARC LENGTH OF 325.57 FEET;  
THENCE N 22°47'22" E, A DISTANCE OF 234.20 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 434.50 FEET, A CENTRAL ANGLE OF 31°33'29" AND AN ARC LENGTH OF 239.32 FEET;  
THENCE N 08°46'08" W, A DISTANCE OF 100.45 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 554.50 FEET, A CENTRAL ANGLE OF 53°50'26" AND AN ARC LENGTH OF 521.06 FEET;  
THENCE N 45°04'18" E, A DISTANCE OF 102.18 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 539.50 FEET, A CENTRAL ANGLE OF 56°45'31" AND AN ARC LENGTH OF 534.44 FEET;  
THENCE N 11°41'12" W, A DISTANCE OF 380.04 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 769.50 FEET, A CENTRAL ANGLE OF 40°37'05" AND AN ARC LENGTH OF 545.51 FEET;  
THENCE S 67°30'38" E, A DISTANCE OF 421.33 FEET;  
THENCE S 75°43'36" E, A DISTANCE OF 195.93 FEET;  
THENCE N 85°06'13" E, A DISTANCE OF 65.76 FEET;  
THENCE N 72°04'52" E, A DISTANCE OF 66.89 FEET;  
THENCE N 72°54'21" E, A DISTANCE OF 76.38 FEET;  
THENCE N 67°23'28" E, A DISTANCE OF 97.34 FEET;  
THENCE N 70°01'36" E, A DISTANCE OF 87.64 FEET;  
THENCE N 66°48'45" E, A DISTANCE OF 85.53 FEET;  
THENCE N 58°18'44" E, A DISTANCE OF 74.80 FEET;  
THENCE N 58°00'30" E, A DISTANCE OF 176.58 FEET;  
THENCE N 68°12'33" E, A DISTANCE OF 70.56 FEET;  
THENCE N 78°22'21" E, A DISTANCE OF 64.98 FEET;

THENCE N 73°40'20" E, A DISTANCE OF 113.14 FEET;  
THENCE N 48°20'46" E, A DISTANCE OF 250.55 FEET;  
THENCE N 35°43'17" E, A DISTANCE OF 147.49 FEET;  
THENCE N 31°53'36" E, A DISTANCE OF 180.70 FEET;  
THENCE N 34°02'01" E, A DISTANCE OF 90.31 FEET;  
THENCE N 58°36'09" E, A DISTANCE OF 112.36 FEET;  
THENCE N 60°57'18" E, A DISTANCE OF 173.84 FEET TO THE POINT OF BEGINNING.

EXCLUDING THEREFROM THE FOLLOWING TWO (2) PARCELS OF LAND:

1. THAT PARCEL OF LAND RECORDED IN BOOK 157 AT PAGE 30, SAID DOUGLAS COUNTY RECORDS;
2. THAT PARCEL OF LAND RECORDED IN BOOK 297 AT PAGE 644, SAID DOUGLAS COUNTY RECORDS;

THE ABOVE DESCRIBED PARCEL OF LAND INCLUDES THE OREAD DIRECTOR'S PARCEL, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF CASTLE PINES, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M. BEING ASSUMED TO BEAR N 00°14'30" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 11, BEING MONUMENTED BY A 2" ALUMINUM CAP STAMPED "PLS 17488", TO THE WEST QUARTER CORNER OF SAID SECTION 11, BEING MONUMENTED BY A 2" ALUMINUM CAP STAMPED "PLS 17488", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11, THENCE N 00°14'30" W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 550.31 FEET TO THE POINT OF BEGINNING;  
THENCE N 00°14'30" W, ALONG THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 50.00 FEET;  
THENCE N 89°45'30" E, A DISTANCE OF 20.00 FEET;  
THENCE S 00°14'30" E, A DISTANCE OF 50.00 FEET;



THENCE S 89°45'30" W, A DISTANCE OF 20.00 FEET TO A THE POINT OF BEGINNING.

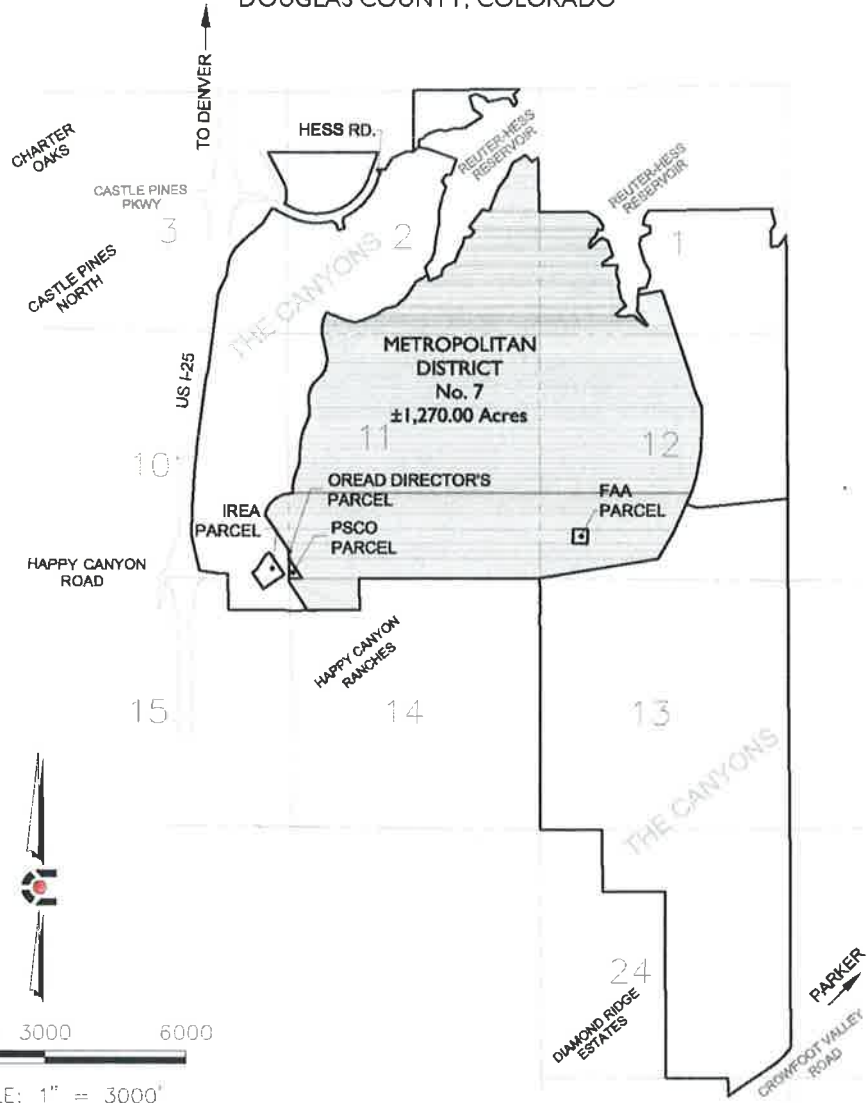
THE SUBJECT PROPERTY, AFTER REMOVAL OF THOSE EXCEPTIONS STATED HEREIN, CONTAINS  
APPROXIMATELY 1270.00 ACRES, MORE OR LESS

THOMAS M. GIRARD  
COLORADO PLS 38151  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC.



# EXHIBIT

THE CANYONS METROPOLITAN DISTRICT NO. 7  
PORTIONS OF SECTIONS 1, 2, 10, 11, 12 AND 14,  
TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,  
DOUGLAS COUNTY, COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.  
PROJECT: 14-002  
DATE: 12/30/15  
SHEET 8 OF 8

DR: J. ANTON  
DS: T. GIRARD  
P.M. B. CALVERT



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
303.703.4444  
1550 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120

**EXHIBIT F**

**Public Records Request Policy**

**THE CANYONS METROPOLITAN DISTRICT NO. 7  
AMENDED AND RESTATED PUBLIC RECORDS REQUEST POLICY  
Adopted November 13, 2017**

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**I. Purposes of the District's Public Records Request Policy**

This Public Records Request Policy of The Canyons Metropolitan District No. 7 (the "District") shall be applied and interpreted with the following purposes in mind:

- a. To adopt a Public Records Request Policy pursuant to § 24-72-203(1), C.R.S.;
- b. To provide access to and the protection and integrity of Public Records in the custody of the District;
- c. To prevent unnecessary interference with the regular discharge of the duties of the District and its manager in compliance with the Colorado Open Records Act, §§ 24-72-200.1 to 24-72-206, C.R.S. ("CORA");
- d. To establish reasonable and standardized fees for producing copies of and information from records maintained by the District as authorized by CORA; and
- e. To set forth a general procedure for providing consistent, prompt and equitable service to those requesting access to Public Records.

**II. Public Records Requests**

**A. Applicability**

This Public Records Request Policy applies to requests submitted to the District for the inspection of Public Records pursuant to CORA, and shall supersede any previously adopted CORA policies of the District.

**B. Definitions**

1. "**Custodian**": Except as otherwise provided in this policy, the term "Custodian" shall mean legal counsel, or any successor that has been designated by the Board of the District to oversee the collection, retention, and retrieval of Public Records of the District.

2. "**Public Records**": As defined in § 24-72-202(6), C.R.S.

**C. Submission of Requests**

1. Requests for inspection of Public Records are to be submitted in writing on an official request form to the Custodian and must be sufficiently specific as to enable the Custodian to locate the information requested with reasonable effort. The official request form is attached hereto as **Exhibit A** and incorporated herein by this reference, as may be modified from time to time by the District. The District has determined that the use of an official request form is necessary for the efficient handling of Public Records requests.

2. Requests may be submitted by mail, fax, e-mail or hand-delivery.
3. A request shall be considered made when the request is actually received by the Custodian:
  - a. A letter is received when it is opened in the usual course of business by the recipient or a person authorized to open the recipient's mail;
  - b. A fax is received when it is printed during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day; and
  - c. An e-mail is received when it is received and opened during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day.
4. If a deposit is required, the request is not considered received until the deposit is paid.

D. Inspection

1. The Custodian or the Custodian's designee shall make the requested Public Records available for inspection during regular business hours, deemed to be from 8:30 a.m. to 4:30 p.m., Monday through Friday, except for times the Custodian's office is closed. During the inspection of Public Records, the Custodian may ask that the requestor follow certain procedures to protect the integrity of the Public Records.
2. If a Public Record is not immediately or readily available for inspection, the Custodian or the Custodian's designee shall make an appointment or other arrangements with the applicant concerning the time at which the requested record will be available. The Public Records shall be made available for inspection within a reasonable time, which is presumed to be three (3) working days or less from the date of receipt of the request. Such three (3) day period may be extended by an additional seven (7) working days if extenuating circumstances, as described in § 24-72-203(3)(b), C.R.S., exist. Responding to applications for inspection of Public Records need not take priority over the previously scheduled work activities of the Custodian or the Custodian's designee.
3. All Public Records to which the request applies shall be preserved from the date of the request until such time as set forth in the District's records maintenance, retention, or deletion policy or practices utilized by the Custodian.
4. No one shall remove a Public Record from the Custodian's offices without the permission of the Custodian. Public Records may be removed from file folders or places of storage for photocopying by the Custodian or the Custodian's designee. The Custodian may allow a person to use his or her own portable electronic equipment to make copies of Public Records.

5. As a general practice, in response to a Public Records request:

a. Public Records will be made available for inspection in the format in which they are stored. If the Custodian is unable to produce the Public Record in its stored format for any reason set forth in § 24-72-203(3.5)(b) C.R.S., an alternate format may be produced or a denial issued under § 24-72-204, C.R.S.

b. The person making the request shall not be allowed to access the Custodian's computer or any other computer for purposes of inspecting any Public Records;

c. Any portion of a Public Record containing non-public information that is not subject to inspection may be redacted by the Custodian prior to making the record available for inspection. The Custodian is not required to redact information from a writing that is not a Public Record in order to make the writing available for inspection. *Denver Publishing Co. v. Bd. of County Comm'rs of the County of Arapahoe*, 121 P.3d 190 (Colo. 2005); *Colorado Republican Party v. Benefield, et al.*, Court of Appeals No. 07CA1216, Oct. 23, 2008 (Unpublished).

d. The Custodian, in consultation with the District's general counsel, will determine which information is no longer considered "work-in-progress" subject to the deliberative process or work product privilege and therefore eligible for release.

e. Altering an existing Public Record, or excising fields of information that the Custodian is either required or permitted to withhold does not constitute the creation of a new Public Record. § 24-72-203(3.5)(d), C.R.S.

f. A document will not ordinarily be created in order to respond to a request.

6. Where a request seeks in excess of 25 electronically-stored Public Records, the following procedure shall apply in responding to such a request:

a. The Custodian shall solicit the comments of the requestor regarding any search terms to be used to locate and extract such records, and, in doing so, will seek to have the request refined so that it does not result in an inordinate number of irrelevant or duplicative documents, it being understood that the Custodian will make the final determination regarding search terms;

b. The Custodian shall designate an employee or another person with experience in performing electronic searches to locate and extract responsive records;

c. The person who is designated to perform the searches shall consult, as appropriate, with legal counsel to identify privileged records that should not be produced; and

d. Where appropriate, legal counsel shall conduct a final review to identify and withhold privileged records.

7. The Custodian or the Custodian's designee shall deny the inspection of the records if such inspection would be contrary to federal or state law or regulation or would violate a court order. In special circumstances, a Custodian shall deny inspection of the Public Records if such inspection would cause substantial injury to the public interest. Such a denial shall be made in writing by the Custodian to the person making the request and shall set forth with specificity the grounds of the denial. It is not necessary to state a ground for denial of access for each document if a specific ground is applicable to a group of documents.

8. If the Public Records requested are not in the custody or control of the Custodian, the Custodian shall notify the requestor of this fact in writing. In such notification, the Custodian shall state in detail to the best of his/her knowledge and belief the reason for the absence of the Public Records, the location of the Public Records, and what person then has custody or control of the Public Records.

9. All Public Records, regardless of storage format, will be administered in accordance with approved retention schedules. The District reserves the right to adopt the records retention policy that has been promulgated by the Custodian.

E. Fees for All Record Requests

1. **Fees for standard reproductions.** The Custodian or the Custodian's designee shall charge a fee not to exceed twenty-five cents per page for any photocopies or printed copies of electronic records that are required to make a Public Record available. Other reproductions of Public Records shall be provided at a cost not to exceed the actual cost of the reproduction. Such fees shall be paid by the applicant prior to the receipt of copies of any Public Records. Requests expected to exceed a total charge of \$10.00 or more must be accompanied by a deposit equal to the reasonably-estimated reproduction costs. This deposit will be credited toward the total fee, and the total fee shall be paid prior to release of the requested records. In the event the deposit amount exceeds the actual costs, the balance will be refunded.

2. **Transmission fees.** No fees related to transmission shall be charged for transmitting public records via electronic mail. Within the period specified in § 24-72-203, C.R.S., the Custodian shall notify the record requester that a copy of the record is available but will only be sent to the requester once the custodian receives payment for postage if the copy is transmitted by United States mail, or payment for the cost of delivery if the copy is transmitted other than by United States mail, and payment for any other supplies used in the mailing, delivery, or transmission of the record and for all other costs associated with producing the record. Upon receiving such payment, the custodian shall send the record to the requester as soon as practicable but no more than three business days after receipt of such payment.

3. **Fees for search, retrieval and legal review:**

a. In the case of any request requiring more than one hour of time for search, retrieval, supervision of inspection, copying, manipulation, redaction or legal counsel review to identify and withhold privileged records, the Custodian or the Custodian's designee may charge a hourly fee for such time that is consistent with § 24-72-205(6), C.R.S. Prior to performing any services necessary to respond to a request, the Custodian or the Custodian's designee shall require the applicant to pay a deposit equal to the reasonably estimated fees that will be charged by the Custodian for such staff time.

Before receiving any records, the applicant shall also pay the amount by which the cost of any open records services exceeds the deposit. The District shall promptly refund the amount by which the deposit exceeds the cost of any open records services.

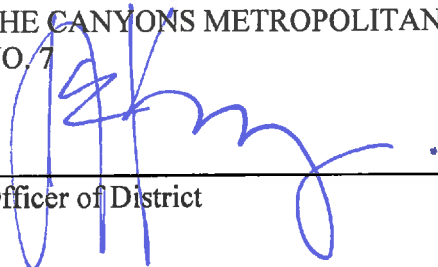
b. To the extent possible, the Custodian shall utilize administrative or clerical staff for search and retrieval of Public Records who are ordinarily responsible for such duties to ensure that the fees charged for staff time in connection with the request represent costs incurred in the ordinary course of business and not extraordinary charges, but in any case, such charges shall be consistent with § 24-72-205(6), C.R.S.

***Remainder of Page Intentionally Left Blank. Signature page follows.***



ADOPTED THIS 13<sup>TH</sup> DAY OF NOVEMBER, 2017.

THE CANYONS METROPOLITAN DISTRICT  
NO. 7


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

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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

**EXHIBIT A**  
**OFFICIAL REQUEST FORM**

**THE CANYONS METROPOLITAN DISTRICT NO. 7**

**Request for Inspection/Copy of Public Records**

<b>For Internal Use Only</b> Date of Request: _____ Time of Request: _____ AM/PM
--

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone #:**(    ) \_\_\_\_\_ **Alt./Cell:** (    ) \_\_\_\_\_

**Email:** \_\_\_\_\_

**Detailed description of the records requested: (Please use additional sheets if necessary)**

\_\_\_\_\_

\_\_\_\_\_

Select a preferred format for the materials: Hard Copies \_\_\_\_\_ Electronic \_\_\_\_\_ View Hard Copy Only \_\_\_\_\_

**I request the records described and agree to pay all charges incurred in processing this request at or before the time the records are made available. If over \$10, I understand I must provide a deposit to pay for the cost incurred to obtain the records. I understand that the Estimated Charges are estimates only, and that the actual cost may vary. This request will be considered received when this form is complete and received by the Custodian and any required deposit is paid.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Submit Request Form To:  
 White Bear Ankele Tanaka & Waldron  
 2154 East Commons Avenue, Suite 2000  
 Centennial, Colorado 80122

If the records are available pursuant to §§ 24-72-201, *et seq.*, C.R.S., the records shall be made available for viewing within three (3) working days. The date of receipt is not included in calculating the response date. If extenuating circumstances exist so that the Custodian cannot reasonably gather the records within the three (3)-day period, the Custodian may extend the period by up to seven (7) working days. The requestor shall be notified of the extension within the three (3)-day period. Public records shall be viewed at the District's offices during regular business days at prearranged times.

<b>For Internal Use Only</b>	
<b>Estimated Charges</b>	
Number of Pages _____ at \$0.25/page _____	Research & Retrieval _____ Hours at \$ _____ /Hr See § 24-72-205(6), C.R.S. for hourly fee
Postage/Delivery Costs: \$ _____	Research & Retrieval Total: \$ _____
Deposit Required: \$ _____	Total Estimate Cost: \$ _____
Note: Non-standard and special requests will be billed at cost and charged in addition to any other fees	
<b>Administrative Matters</b>	
Date Request Completed: _____	Amount Prepaid: \$ _____
Approved: _____ Denied: _____	Balance Due Before Release: \$ _____
If Denied, Provide Reason(s): _____	Total Amount Paid: \$ _____

## **EXHIBIT G**

### **Residential Landscape Design Guidelines**

**THE CANYONS ARCHITECTURAL  
CONTROL COMMITTEE**



**The Canyons™**

A *Shea* Community  
HOMES®

**RESIDENTIAL LANDSCAPE  
DESIGN GUIDELINES**

March, 2020

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- 1.3 Submittal Procedures
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# Welcome to The Canyons

These Design Guidelines are intended to assist homeowners in The Canyons (the “Community”) in the making of landscaping and other improvements to their property, and, as provided for in Article 6.1 of the Declaration of Architectural, Use and Maintenance Restrictions for The Canyons (the “Declaration”), to list certain rules and regulations adopted by the CACC with respect to Residential Sites. This booklet has been prepared to assist you with basic information about the Community, The Canyon’s Architectural Control Committee (“CACC”), submittal policies and procedures for improvements to property, and with other guidelines of the Canyons community. We hope you will find this guide helpful and will refer to it when you are preparing a request for the CACC or need information about general Community matters. These Design Guidelines shall also provide guidance to Owners regarding matters of particular concern to the CACC in considering applications submitted.

## 1.1 Governing Authority

The Canyon’s Architectural Control Committee is appointed under the Declaration for the purposes of regulating and approving Development within the Community, including the landscaping and other Improvements to property. The Canyons Metropolitan District No. 7, which is a metropolitan district organized and authorized pursuant to Title 32, C.R.S., as amended, for the purpose of providing services to the Community or any portion thereof, has been designated by the Declarant as the District under the Declaration. The Canyons Owners Association is a separate entity and is not responsible for monitoring or managing the Design Guidelines or the CACC.

Each person residing within The Canyons community has the obligation to abide by the covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, and other provisions as set forth in the Declaration. .

Any questions or concerns that need clarification should be directed to the District Manager.

### **District Management Company:**

#### **CliftonLarsonAllenLLP (“CLA”)**

8390 East Crescent Parkway

Suite 300

Greenwood Village, CO 80111

Phone: (303) 779-5710

Web: [CLAconnect.com](http://CLAconnect.com)

## 1.2 Architectural Review Committee Policies

A spirit of cooperation between The Canyon’s Architectural Control Committee (the “CACC”) and the members of the Community will go far in creating a harmonious environment to benefit all homeowners. This will help protect your financial investment and provide compatibility of improvements.

Approval shall be obtained prior to installation of any landscaping or any other on-lot improvement site improvements including, but not limited to, dog runs, play equipment, fencing, hot tubs, site lighting, patios, decks, retaining walls, etc. The design plan for any landscaping or other on-lot site improvements shall be prepared by a professional Architect, Landscape Architect, or draftsman and at a minimum shall be drawn to scale and have sufficient detail to permit a comprehensive review by The Canyons Architectural Control Committee (“CACC”).

The CACC initially shall consist of at least three (3) but no more than nine (9) members; all of whom currently are appointed by Shea Canyons, LLC as Declarant under that certain Declaration of Architectural, Use and Maintenance Restrictions for The Canyons, recorded 12/10/18 at #2018073806. The current address of The Canyons is c/o Shea Homes, 9380 Station Street, Suite 600, Lone Tree, CO 80124. Application forms should be e-mailed to the address on the form for proper tracking by The Canyons CACC Committee.

**PLEASE NOTE: On-site personnel, such as a salesperson and/or construction supervisor, do not have authority to approve ANY Improvements to Property – you must submit them to the CACC as specified herein.**

### 1.3 Submittal Procedures

1. Please use the submittal form on the last page of this booklet to help you coordinate all information. Requests for approval should be mailed or emailed to the management company (address and email are on the submittal form and on the introductory page). The management company will forward requests to the CACC Committee, track them through the submittal process and return written information to you regarding the Committee's decision.
2. The following guidelines should be utilized in preparing drawings or plans:
  - The drawing or plan should be submitted electronically in PDF format or shall be done at a scale of at least 1"=20', and should depict the property lines of your lot and the "footprint" of the home as located on the lot. Existing improvements, in addition to your home, should be shown on the drawing and identified. Such existing improvements include driveways, walkways, decks, patios, trees, shrubs, etc.
  - All proposed plant locations, types, quantities and sizes, location of turf and other ground cover materials should be shown on the plan and labeled. The plan should show/depict grading plan and layout of all additional landscape or site improvements such as berms, walks, decks, patios, outdoor fireplaces and other structures.
  - Plans for any other site improvements, such as play/sports equipment, dog runs, hot tubs, trellises, retaining walls, fencing lighting, gazebos, etc. should be shown on the plan with a description of the proposed improvement, including the materials and colors to be used. Fire pits shall be gas only. No open wood fires allowed. In the case of structural improvements (trellises, gazebos, fencing, etc.), an elevation drawn to scale of the proposed improvements is required.
3. Plan Review Process: These guidelines provide a framework for the CACC to review, process and approve residential improvements or additions in The Canyons community. Homeowners must follow these procedures to secure necessary approvals from The Canyon's Architectural Control Committee.
  - Homeowner gathers drawings and plans as described above, for submission to the CACC. A lot drawing with measurements is included in closing documentation from your Builder.
  - Homeowner sends electronically (must be to a scale that can be easily viewed) to The Canyon's Architectural Control Committee Design and Improvement Request form along with the documents noted above to the CACC in care of The Canyons Manager.
  - The request will be logged and given a preliminary review by the Manager to ensure that all of the documents noted above are included with the request and that adequate information has been provided for review. If not, the Manager will return/contact Homeowner with a request for additional information.
  - The Design and Improvement Request package will be forwarded to the CACC for review. The CACC meets, reviews the submission and reaches a decision as to approvability. The CACC shall endeavor to approve, approve with conditions, or deny a complete set of Final Design Submittal documents within 30 days after its receipt.
  - The decision is noted in writing and sent to the Manager who logs the information.
  - The Manager issues a letter informing the Homeowner of the CACC's decision concerning the request. The CACC's failure to approve, approve with conditions or deny a complete Approval Request within such 30 day period shall be deemed a denial of such Approval Request.

Approval of plans by the CACC shall not be deemed to constitute compliance with the requirements of any local building, zoning, subdivision, sign, safety, health, public works or fire codes and regulations nor shall approval waive any requirements on the part of the Homeowner to comply with setbacks.

4. Interference with Utilities: In making improvements to the Property, homeowners are responsible for locating all water, gas, sewer, electrical, cable television or other utility lines or easements. Homeowners should not construct any improvements over such easements without the consent of the utility involved and homeowners will be responsible for damage to any utility lines. Underground utility lines and easements can be located by contacting the following entity:



Utility Notification Center (cable, electric, gas, telephone): 1-800-922-1987

**Any improvement installed without approval is subject to removal at the owner's sole expense. The owner may also be subject to fines or other legal action, to be determined by the Board of Directors at its discretion.**

#### **1.4 Design Guideline Summary**

Following is a listing of improvements which homeowners might wish to make along with specific information as to each of these types of improvements, including a limited number of "pre-approved" items for more commonly requested changes (for which prior approval is not required), and several items that are specifically prohibited. This is not intended to be an all-inclusive list of items requiring submission -- any item not included herein must be submitted for approval

Goal of Guidelines: These Design Guidelines are intended to assist homeowners in The Canyons in the making of improvements to their property. Compliance with these Design Guidelines, the provisions of the Declaration and any applicable Supplemental Declaration will help preserve the inherent architectural and aesthetic quality of the Canyons community. It is important that the improvements to Property be made in harmony with, and not be detrimental to, the rest of the community. By following these Design Guidelines and obtaining required approvals for Improvements to Property from The Canyon's Architectural Control Committee, homeowners will be protecting their financial investment and will help ensure that improvements to Property are compatible with neighborhood standards established for The Canyons. If a question ever arises as to the correct interpretation of any term, phrases or language contained in these Design Guidelines, the Canyon's Architectural Control Committee's interpretations thereof shall be final and binding.

These Design Guidelines have been adopted by the Canyon's Architectural Control Committee and are authorized by the Declaration for The Canyons Owners Association, Inc. In the event any of the provisions within these Design Guidelines conflict with the Declaration for The Canyons Owners Association, Inc., the provisions in the Declaration for The Canyons Owners Association, Inc. shall prevail.

**BE SAFE! IF YOU HAVE QUESTIONS, ASK FIRST!**

## **2.0 Landscaping Standards**

### **2.1 General**

It is the intent of these Residential Landscape Design Guidelines (the “Guidelines”) to establish a refined, quality landscape treatment for lots which will enhance their appearance and harmonize with the surrounding neighborhood and adjacent native open space.

The landscape concept for each lot should include development of substantial outdoor use areas, trees, lawn and shrub bed plantings that blend with neighboring properties, landscape screens and buffers where necessary or desired.

To this end, a typical “lot landscape layout” has been developed (see Appendix – Exhibit A) depicting suggested landscape design layouts for lawn and bed areas, tree plantings, landscape screens and privacy buffers, fencing, etc. This typical lot landscape plan is intended to help guide homeowners in planning the design of their outdoor spaces and serve as the minimum standard by which submitted Landscape Plans will be evaluated by the CACC.

All trees and shrubs should be of high quality and should comply with applicable requirements of “American Standards for Nursery Stock”. Plant growth habits and mature sizes should be taken into consideration when considering spacing and location of trees, shrubs and groundcovers. Large deciduous shade trees and evergreen trees should generally be spaced 25’-35’ apart and at least 10’-15’ away from structures. Generally, small to medium sized shrubs should be spaced 3’-5’ apart and large shrubs spaced 5’-6’ apart.

### **2.2 Water Conservation**

In the landscaping of residential lots, the CACC encourages plant materials, irrigation systems, and maintenance practices which conserve water. It should be noted that by using xeriscape landscaping practices, a traditional “green” appearance can still be achieved while using much less water than typical suburban residential landscape designs. Many of the most beautiful landscapes are xeric. The CACC recommends that all Owners review the xeriscape brochure titled “How to Xeriscape” produced by the Denver Water Department.

### **2.3 Landscape Irrigation**

An automatic irrigation system will be required for all residences (front, rear, and side yard areas) within The Canyons community as applicable. Because water conservation is a desired community goal, system designs should utilize the most current, state-of-the-art water conservation technologies. Digital controllers, drip irrigation, low water consumption irrigation heads and micro-jet spray heads are just a few examples of the technology currently available.

Watering is recommended to be done in the early morning (before 10am) or late evening (after 6pm) or as required by the local water district.

### **2.4 Front Yard Landscaping**

Owners shall be responsible for the complete installation of initial front yard landscaping within 90 days of taking title to the property, except if title is taken between October and the ensuing April then the installation of initial landscaping shall be extended until the next occurring June 15.

Front yard landscaping shall consist of a combination of sodded turf areas and shrub and groundcover bed areas. See Exhibit C - Suggested Plant List in the appendix. Shrub and groundcover bed areas shall be no less than 30% or more than 75% of the total front yard area. For lots with detached walkways and a tree lawn (lawn between curb and walk) only turf & trees will be permitted. Within the front yard, shrub beds shall extend to all side lot lines. Please refer to Exhibit A - Typical Lot Landscape Layout in the appendix. It is the Owner's responsibility to check plot plans for easements or other conflicts with utilities which may affect plantings.

The same type of rock and wood mulch shall be used between adjacent houses to unify the streetscape and avoid a patchwork appearance. Adjacent homeowners should work together in a cooperative fashion to assure that a consistent type, size and color of rock and wood mulch is used between neighboring lots. In order to unify the streetscape, the following types of rock and wood mulch shall be used:

- Large Cobble Mulch (washed river rock, four to six inches in diameter, color buff to light grey)
- Small Mulch (washed river rock, one to two inches in diameter, color buff to light grey)
- Wood Mulch (shredded cedar, fir fiber, or pole peel bark with natural color). Wood mulch shall be high quality, clean and consistent in size. Stone or gravel mulch with harsh, unnatural or high contrast colors shall be strictly prohibited. Large expanses of mulch or bed areas, without substantial shrub or groundcover plantings is unacceptable. (Please refer to the Typical Lot Landscape Layout in the Appendix).

The CACC, on a case-by-case basis may accept less turf than listed above, or no turf in the front yard. In such cases, 2 different mulch types, boulders, ornamental grasses and extensive planting must be included in the landscape design.

An automatic irrigation system shall be installed in all front yard areas. Care shall be given in the design of the system to minimize overspray onto walkways, driveways and streets. Care should be taken to review builder's warranty regarding irrigation placement adjacent to foundation.

Front yard landscaping between adjacent homes and lots should provide a cohesive and flowing relationship along the street scene. This is especially applicable to smaller lots. As such, tree and shrub massing's should blend together, when possible. Formal plantings and hard edges, such as mow strips and edging on property lines is not allowed.

Where mulch areas abut one another, a single, unified planting bed with a consistent edge line should be considered for both yards. One type of rock mulch should be used throughout the entire planting bed designed to unite adjacent landscapes. Two different types of rock mulch in the same planting bed between lots should be avoided.

## **2.5 Side and Rear Yard Landscaping**

Owners shall be responsible for complete installation of side and rear landscaping within 90 days of taking title to the property, except if title is taken between October 1 and April 1 in which case completion of landscaping can be delayed until the next occurring June 15.

Side and rear yard landscaping shall consist of a combination of sodded turf areas, ornamental grasses, shrub and groundcover bed areas. See landscape

plant list. Large expanses of mulch or bed areas without substantial shrub or groundcover plantings is unacceptable.

There is a landscape transition zone required on all side and rear yards that are adjacent to the natural open space. The width of the transition zone may undulate but must be an average of five (5) feet wide. Within this landscape transition zone, only "Suggested Plants" as indicated in the Appendix may be used. It is the intent of this zone to provide a visually seamless landscape between the natural open space and side/rear yards. Species on the approved plant material list have been designated as "Western Landscape Plants" to provide a more natural appearance. Manicured lawns, accessory structure, lighting or other plant materials will not be allowed in the transition zone. Within the side yard, shrub beds shall extend to all side lot lines.

Consideration of approval of native grass seed and wildflower plantings will be based upon proximity to open space areas and visibility within the community. Stone or gravel mulch with harsh, unnatural or high contrast colors shall be strictly prohibited.

An automatic irrigation system shall be installed in all side and rear yard areas. Care shall be given in the design of the system to minimize overspray onto walkways, driveways and streets. Care should be taken to review builder's warranty regarding irrigation placement adjacent to foundation.

## **2.6 Patios, Decks and Paving Materials**

Patios, decks and other paving materials should be compatible and harmonious with the structure and surrounding neighborhood and must be an integral part of the landscape architectural design. Elevated/2<sup>nd</sup> story deck expansions should not exceed 2/3 of the width of the home and be no closer than 10 ft. to the rear property line. Elevated decks or balconies shall not appear "tacked on" and may project only the distance that it is recessed into the main building form. Material and colors must be compatible with those of the main structure. Natural wood decks shall be permitted (provided the wood is sealed or stained so as to not discolor within a few years of installation), but the use of synthetic recycled decking material such as "TREX" decking is encouraged. It is recommended that paving materials be earth tone colors.

Some structural improvements may require a separate building permit from City of Castle Pines. Please check with the City of Castle Pines building department before starting any improvements on your property.

## **2.7 Retaining Walls**

Retaining walls may be used to accommodate changes in grade. Walls must be properly designed and constructed to withstand overturning forces. Walls which exceed four (4) feet in height should be professionally designed by a structural engineer and may require a separate building permit from the City of Castle Pines. Please check with the City of Castle Pines Building Department before starting any retaining wall improvements on your property. In cases where the grade change exceeds 4 feet in height, the use of multiple shorter walls (i.e. terraces) is required. In addition, the pattern, color and texture of the wall shall visually complement its surroundings, especially if the wall is located adjacent to open space. Retaining walls must be a minimum of 2 feet off all property lines.

Retaining wall material shall be of a high quality type that is complementary to the house. Modular block walls shall be similar in appearance to those used within the community. Retaining walls may also be concrete block walls faced with stucco or stone (real or cultured shall be permitted). Unfaced concrete block walls shall not be permitted. Railroad tie or other

wood retaining wall materials are not permitted. Retaining walls should be located and designed so as to not alter existing drainage patterns.

## 2.8 Vegetable Gardens

Vegetable gardens must be located in the rear or side areas of the lot so that both the garden and its accessory operating areas are substantially screened from view of adjacent homes and public areas. Vegetable gardens may not be raised more than 24 inches high.

## 2.9 Landscape Maintenance

All landscaping improvements installed on your property and the tree lawn adjacent to the property shall be maintained in a neat and attractive condition. Minimum maintenance requirements include regular watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and undesirable grasses, and removal of trash.

## 3.0 Other Site Improvements

### 3.1 Accessory Structures

Accessory structures shall be located in the rear yard in such a way as to minimize any adverse visual impact on adjacent lots and/or open spaces. Shade structures (pergolas, trellises, etc.) must be an integral part of the landscape plan. It is important that the massing and scale, as well as form, materials and other detailing be coordinated with the main structure(s) on the home site. Sheds or other storage structures will not be permitted. Playhouse structures shall be considered on a case-by-case basis. Playhouses may not exceed 8'X10'X8' ht. and shall be constructed using materials and **colors coordinated with the main house structure. In no case shall playhouses be allowed within 15' from adjacent property lines.**

### 3.2 Awnings/Patio Covers/Shutter

Awning, patio covers and shutter colors must be complementary to the exterior color of the home. Patio covers must be constructed of wood or material generally complementary to the home and be similar or complementary in color. Support posts for patio covers must be a minimum of 6"x 6" in size.

### 3.3 Basketball Hoops (Portable and Permanent)

Requests for free standing, pole mounted basketball hoops will be considered by the CACC in the front yard along 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. Garage mounted basketball hoops shall not be allowed on the front of the home but will be allowed if located on the side of the garage behind the front plane of the home and located in such a way as to minimize impact on adjacent homes. All backboards shall be clear acrylic, not solid. Because of the narrow roadways, portable/moveable basketball hoops will not be allowed on roadways.

### 3.4 Dog Runs/Dog Houses

The CACC will consider dog houses and/or dog runs on a case-by-case basis. The location and size of the dog house or dog run will be determined with consideration given to its impact on adjacent properties and streets. Generally, dog houses should not exceed 4' in height, and should be compatible with the home in material and color. Dog run areas should not exceed 250 square feet in size. The dog run fencing should be located immediately adjacent to the home and be a 5' screen fence. Chain-link fencing shall not be permitted. The standard fence detail shall be used for all dog runs (See Appendix). Invisible fencing is also encouraged. Alternative dog run fence designs may be considered by the CACC on a case-by-case basis but are generally discouraged.

### 3.5 Exterior Lighting

CACC approval is required to change or add any exterior lighting not installed with the initial construction of the home. In reviewing additional exterior lighting requests, the CACC will consider the visibility, style, location and quantity of light fixtures. Exterior lighting for security and/or other uses must be directed toward the ground and house whereby the light cone stays within the property boundaries and the light source does not cast glare onto adjacent properties or open spaces. Please see City of Castle Pines Lighting Standards for allowable lighting designs.

### 3.6 Exterior Mechanical Equipment

No exterior mechanical equipment shall be erected on any lot without the specific approval of the CACC. Window air conditioning units are not allowed.

### 3.7 Fencing

A. Standard Yard Fencing: A standard open 3 rail wood fence will be installed by the Developer along all major arterials and along rear and/or side lot lines backing to open space. A standard open 3 rail wood fence and a minimum of one gate between the house and side lot lines (wing fencing) will be installed by the Builder and shall be recessed a minimum of 5' back from the front corner of the house. Fences constructed by the Developer/Builder may not be removed, replaced, painted a different color or altered from existing construction without approval of the CACC. Side yard and rear fencing (when not adjacent to open space) is optional. Please see 4.0 Appendix – Exhibit E-1 – Fence Building Responsibility and Details for more detail.

B. The side yard fence may be installed by the homeowner if desired Please see 4.0 Appendix – Exhibit E-2 – Allowable Fence Types for more detail. No front yard fencing is allowed.

C. The approved wire screen materials are:

- 2" x 4" galvanized box wire
- "Rabbit Fence" 16 gauge galvanized wire 28" high. All wire screen material must be placed on the inside of the fence.

D. **Fence stain Required:** all fences (whether installed by Developer, builder or homeowners) shall be stained using Sherwin Williams 3531 Solid Blue Shadow (both sides to receive two coats).

D. Dog Run Fencing: See Section 3.4 Dog Runs/Dog Houses

F. Trash Enclosure:

- Trash enclosures may be built for the "out of sight" storage of trash containers.
- Trash enclosure design and location must be submitted to the CACC for review and approval prior to installation.
- Trash enclosure must be attached to the side or rear of the house and may not exceed 4 ft. in height.
- Trash enclosure design must use materials and colors that are compatible with the house exterior.

### 3.8 Holiday Decorations

Holiday decorations and/or lighting attached to the home or located on the property may be installed up to 30 days prior to the holiday and shall be removed no later than 30 days following the holiday.

### 3.9 Hot Tub/Jacuzzi

Hot tubs and jacuzzis should be designed as an integral part of a deck or patio area and must be located in the side or rear yard area only. Hot tubs and jacuzzis must be installed in such a way that they are not immediately visible to adjacent property owners and so that their motors, when operating, do not create unreasonable noise levels which might impact adjacent

property owners. All hot tubs shall be a minimum of 5 feet off any property line.

### **3.10 Play and Sports Equipment**

Play equipment should typically be located in a rear yard area and be set back a minimum of fifteen (15) feet from adjacent property lines. Trampolines should be typically set back a minimum of ten (10) feet from the adjacent property lines. Consideration shall be given to the location of play equipment so as not to create an undue disturbance on neighboring properties. Play equipment shall not exceed twelve (12) feet in height unless otherwise approved by the CACC. Play equipment or items used for front yard play should be stored out of view when not in use. The color of play equipment should refrain from being too bright and should complement the natural surroundings (i.e. earth tone and muted colors) especially adjacent to open spaces. No more than one, non-enclosed, slide component will be allowed in a yellow color on any play structure. No other bright colored component parts will be allowed. All other components must be of a dark, earth tone or other muted color.

All Play Structures must have CACC approval prior to installation. The CACC submission must include a product brochure showing the play structure components, the color of all components and all dimensions including height. A Landscape Plan must accompany all play equipment submissions to the CACC. Landscape plans must show the location of the play structure and the distance of the play structure location from all property lines. The Landscape Plan must include provisions for tall plant material placed between the play structure and all property lines, preferably including evergreen trees and shrubs, intended to provide for a visual barrier of the play structure from adjoining property.

Sport Courts will be considered on a case-by-case basis, based upon size of rear yard, proximity to the property lines and proximity to the neighbor's living areas. Elevated court lighting and ball containment systems (netting) will not be allowed. Detailed plans of the sport court will need to be submitted for consideration of approval prior to installation.

See Section 3.03 Basketball Hoops Portable and Permanent regarding the installation of basketball backboards.

### **3.11 Artificial Turf**

- Must submit to CACC for approval along with a complete landscape plan.
- Must submit physical sample of turf material with landscape plan submitted to the CACC.
- Must submit all MSDS material and component information supplied by manufacturer along with any material or use warnings that apply to the product. No lead based products are allowed.
- Approved for back yard use only.
- Organic shaped turf area is encouraged, with perimeter shrub beds/plantings.
- CACC will review perimeter tree and shrub planting plan for adequate visual screening, must include evergreen shrubs and trees.
- May not be used in conjunction with live grass.
- Must be installed according to manufacturer's installation recommendations.
- May not be applied over concrete.

- Community/District reserves the right to require replacement at any time if the appearance has deteriorated to a point of looking worn out.

### **3.12 Satellite Dish**

TV satellite dish location. Satellite Dish must be located in the rear or side of the property, may not be placed within the front yard or along the roof ridge line. The intent is to locate the dish so it is not seen from the street in front of house.

### **3.13 Additional Concrete in Front Yard**

The addition of concrete or other paving material to the front yard area is to be for the purposes of patio seating only. Additional concrete for vehicle parking purposes is to be discouraged. Extension or widening of the driveway is limited to the width of the existing garage, and must be approved prior to installation.

## **DISCLAIMER:**

**The above items are not all inclusive of the site restrictions as recorded for your community. Please refer to your governing documents for any additional information in regards to design review and covenant restrictions. If there are any conflicts between this guide and your governing documents, your governing document will supersede this guide.**

The DRC reserves the right to waive or vary any of the procedures or standards set forth in these Guidelines at its discretion for good cause shown.

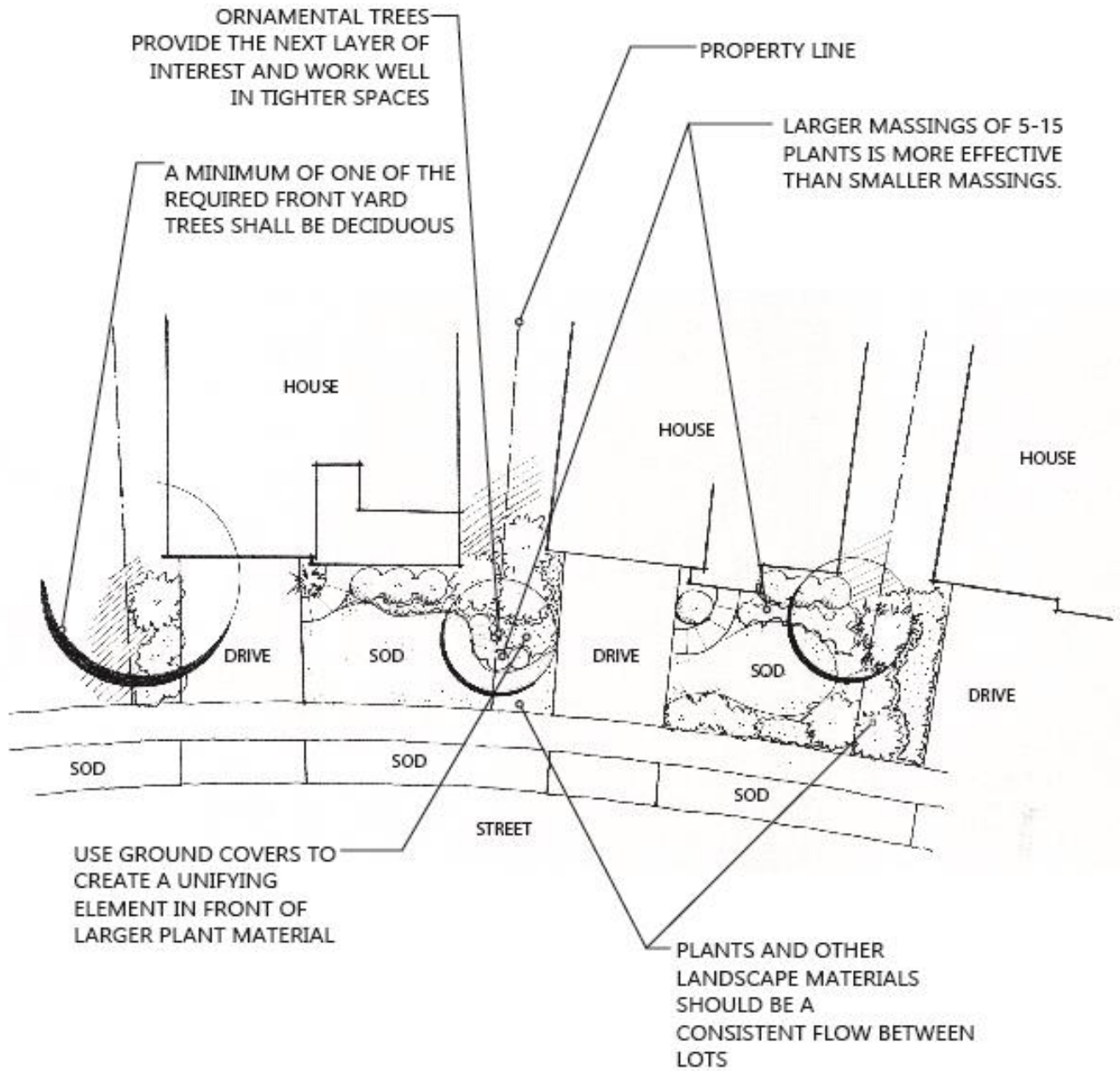
A. Non-Liability of the CACC.

- a. The CACC and its respective successors or assigns are not liable in damages to anyone submitting plans.
- b. This exemption from liability is for any reason, including because of mistake in judgment, negligence or other act or actions.
- c. Every Owner or other person who submits plans to the CACC for approval agrees, by submission of the plans and specifications, that he will not bring any action or suit against the CACC to recover damages.

## **4.0 Appendix**



## Exhibit A-1 – Typical Lot Landscape Layout



\*NO ABRUPT CHANGES IN LANDSCAPE MATERIAL / PATTERN AT PROPERTY LINES.  
\*SEE COUNTY GUIDELINES FOR FIREWISE DESIGN RECOMMENDATIONS

### **Plan requirements:**

- Lot # & home Address
- Scale bar
- North Arrow
- All easements
- Lot square footage

**Exhibit A-2 – Xeric Landscape**



Xeric gardens can be full and colorful with a variety of plants.

With a greater plant density, solar shading prevents the ground from drying, requiring less water.

**UNACCEPTABLE:**



The above images are examples of unacceptable Xeric options.

## **PLANT MATERIAL AND LANDSCAPE MINIMUMS/REQUIREMENTS**

### **Exhibit B**

To maintain the integrity and aesthetics of our community, the CACC for The Canyons has implemented size minimums and quantity requirements for the front and rear yard landscaping. Once approval is received and landscaping installed, all yard areas must be maintained and kept in a neat, attractive and well-groomed condition. Although not required, a professional landscape plan and installation is highly recommended. All owners are required to have landscape plans approved. Please note that failure to comply with the given time frame may result in heavy fines and further action by the District.

The Committee encourages the use of drought tolerant plant materials, referred to as xeriscape; for new installations or existing landscape changes. Creative landscapes are highly advised and the use of non-living materials such as mulch or rock can be an ideal way to achieve this. Mulches modify the extremes of soil temperature, improve soil by producing humus, reduce evaporative loss and reduce weed growth and soil erosion. Examples of acceptable mulch (ground cover) are listed below as well. All plants must meet the American Association of Nurserymen Standards. Automated irrigation systems are required for both front and rear yards.

#### Plant Material Size Requirements:

- Deciduous trees – 2” caliper
- Ornamental trees – 2” caliper
- Evergreen trees – 6’ height
- Shrubs – 5 gallon container
- Mulch - Cubic yard per 80 sq. ft. area and at a 4” depth.
- Rock or Stone Mulch – 1.5” minimum to cobble size, minimum 3” in depth.
- Groundcover (excluding mulch), annuals and perennials – 1 gallon.

All front yard and rear yard landscapes not within private zone of a residence are to be installed and maintained by the Homeowner.

#### Front Yard Minimums:

Standard lot size (<6000-7500 sq. ft.) - 8 Shrubs, 1 Deciduous Tree or 1 Evergreen Tree or 1 Ornamental Tree (Choose 1).  
Large lot size (>7500 sq. ft.) – 14 Shrubs, 1 Deciduous Tree or 1 Evergreen Tree and 1 Ornamental Tree (Choose 2).  
All lots smaller and larger than the aforementioned shall be reviewed on a case by case basis.

#### Rear Yard Minimums:

Standard lot size (<6000-7500 sq. ft.) - 10 Shrubs, 1 Deciduous Tree or 1 Evergreen Tree or 1 Ornamental Tree (Choose 1).  
Large lot size (>7500 sq. ft.) - 20 Shrubs, 2 evergreen trees or 2 deciduous trees or 2 ornamental trees (Choose any combination of 2 trees).  
All lots smaller and larger than the aforementioned shall be reviewed on a case by case basis.

#### Irrigated Turf Maximums Based on Lot Size:

- All turf areas need to be irrigated and labeled on each plan.
- Bed areas will need to contain drip systems.

#### Ground Cover may consist of the following:

- Rock or Stone Mulch – 1.5” minimum to cobble size, minimum 3” in depth.
  - Organic mulch of a 3” depth (wood or bark chips, pine needles, cones, sticks, straw or leaves).
  - Breathable (non-plastic) weed barrier under all ground cover.
  - Large Cobble of 3”-12” in diameter for designated drainage ways, 3:1 slopes and in water features.
- Large lots (>7500) are required to use two types of mulch.

#### FRONT YARD:

- Corner Lots may not contain any plant material that exceeds 30” in height at maturity in sight lines.
- Trees within front and side yards must comply with the master development street tree program, and may not be removed without prior approval from the CACC.

**Exhibit C****Suggested Plant list**

BOTANICAL NAME	COMMON NAME	MIN. SIZE
<b>DECIDUOUS ORNAMENTAL TREES</b>		
Acer ginnala	Amur Maple	6' clump
Acer glabrum	Rocky Mountain Maple	6' clump
Acer tataricum	Tatarian Maple	6' clump
Alnus tenuifolia	Thin Leaf Alder	6' clump
Amelanchier alnifolia	Saskatoon Serviceberry	6' clump
Amelanchier canadensis	Shadblow Serviceberry	2" caliper
Amelanchier grand 'Autumn Brilliant'	Autumn Brilliant Serviceberry	8' clump
Cercis canadensis	Eastern Redbud	2" caliper
Cornus alternifolia	Pagoda Dogwood	6' clump
Crataegus crusgalli 'Inermis'	Thornless Cockspur Hawthorn	6' clump
Crataegus sp.	Hawthorn	2" caliper
Koelreuteria paniculata	Goldenrain Tree	6' clump
Prunus cerasus 'Montmorency'	Montmorency Cherry	6' clump
Prunus maackii	Amur Chokeberry	6' clump
Prunus padus	Mayday Tree	6' clump
Prunus subhirtella 'Pendula'	Weeping Cherry	6' clump
Prunus virginiana 'Shubert'	Shubert Chokecherry	2" caliper
Pyrus Calleryana 'Chanticleer'	Chanticleer Pear	6' clump
Syringa reticulata	Japanese Tree Lilac	2" caliper
<b>DECIDUOUS TREES</b>		
Betula fontinalis	Native River Birch	7 gallon
Celtis occidentalis	Hackberry	2" caliper
Gleditsia triacanthos inermis 'Shademaster'	Locust, Shademaster	2" caliper
Gymnocladus dioicus 'Espresso'	Kentucky Coffeetree, Seedless	2" caliper
Populus tremuloides	Aspens	6' clump
Quercus bicolor	Swamp White Oak	2" caliper
Quercus macrocarpa	Bur Oak	2" caliper
Quercus muhlenbergii	Chinkapin Oak	2" caliper
Quercus robur	English Oak	2" caliper
Quercus robur 'Fastigiata'	Columnar English Oak	2" caliper
Quercus rubra	Northern Red Oak	2" caliper
<b>EVERGREEN TREES</b>		
Pinus aristata	Bristlecone pine	6'
Pinus nigra	Austrian Pine	6'
Pinus ponderosa	Ponderosa Pine	6'
<b>DECIDUOUS SHRUBS</b>		
Amelanchier uthahensis	Utah Serviceberry	5 gal
Aronia arbutifolia	Brilliant Red Chokeberry	5 gal
Artemisia arbortanum	Southern Sage	5 gal
Artemisia sp.	Sage	5 gal
Arternisia tridentata	Big Western Sage	5 gal
Atriplex canescens	Four-wing Saltbush	5 gal
Berberis sp.	Barberry	5 gal

<i>Buddleia alternifolia</i>	Alternate Leaf Butterfly Bush	5 gal
<i>Buddleia davidii</i>	Butterfly Bush	5 gal
<i>Caragana pygmaea</i>	Pygmy Peashrub	5 gal
<i>Caragana arborescens</i>	Siberian Peashrub	5 gal
<i>Caryopteris clandonensis</i>	Blue Mist Spirea	5 gal
<i>Cercocarpus ledifolius</i>	Mountain Mahogany	5 gal
<i>Cercocarpus montanus</i>	Mountain Mahogany	5 gal
<i>Chaenomeles speciosa</i>	Flowering Quince	5 gal
<i>Chamaebatiaria millefolium</i>	Fernbush	5 gal
<i>Chrysothamnus nauseosus</i>	Rabbitbrush	5 gal
<i>Cornus sericea</i> 'Bailey'	Redtwig Dogwood	5 gal
<i>Cornus sericea</i> 'Kelseyii'	Kelsey Dogwood	5 gal
<i>Cotinus coggygria</i>	Smoke Tree	5 gal
<i>Cotoneaster apiculatus</i>	Cranberry Cotoneaster	5 gal
<i>Cotoneaster dammeri</i> 'Coral Beauty'	Coral Beauty Cotoneaster	5 gal
<i>Cotoneaster divaricatus</i>	Spreading Cotoneaster	5 gal
<i>Cotoneaster lucidus</i>	Peking Cotoneaster	5 gal
<i>Cotoneaster multiflorus</i>	Many-Flowered Cotoneaster	5 gal
<i>Cowania neo-mexicana</i>	Cowania	5 gal
<i>Cytisus purgans</i>	Spanish Gold Broom	5 gal
<i>Cytisus</i> x 'Lena'	Lena Broom	5 gal
<i>Cytisus</i> x <i>praecox</i> 'Allgold'	Warminster Broom	5 gal
<i>Daphne</i> x <i>burkwoodi</i> 'Carol Mackie'	Carol Mackie Daphne	5 gal
<i>Daphne</i> x <i>burkwoodi</i> 'Somerset'	Somerset Daphne	5 gal
<i>Ephedra viridis</i>	Mormon Tea	5 gal
<i>Euonymus alata</i>	Burning Bush	5 gal
<i>Euonymus alata</i> 'Compacta'	Dwarf Burning Bush	5 gal
<i>Euonymus kiautschovica</i> 'Manhattan'	Manhattan Euonymus	5 gal
<i>Fallugia paradoxa</i>	Apache Plume	5 gal
<i>Forsythia intermedia</i> 'Arnolds Dwarf'	Arnold's Dwarf Forsythia	5 gal
<i>Forsythia</i> x <i>intermedia</i>	Forsythia	5 gal
<i>Hibiscus syriacus</i>	Rose of Sharon	5 gal
<i>Holodiscus dumosus</i>	Rock Spirea	5 gal
<i>Hydrangea arborescens</i>	Annabelle Hydrangea	5 gal
<i>Hydrangea paniculata</i> 'Grandiflora'	Pee Gee Hydrangea	5 gal
<i>Hypericum patulum</i> 'Hidcote'	St. John's Wort	5 gal
<i>Kolkwitzia amabilis</i>	Beauty Bush	5 gal
<i>Lavandula angustifolia</i>	Lavender	5 gal
<i>Ligustrum vulgare</i>	Common Privet	5 gal
<i>Ligustrum vulgare</i> 'Lodense'	Lodense Privet	5 gal
<i>Lonicera syringantha</i>	Tiny Trumpet Honeysuckle	5 gal
<i>Lonicera tatarica</i>	Tatarian honeysuckle	5 gal
<i>Perovskia atriplicifolia</i>	Russian Sage	5 gal
<i>Physocarpus monogynus</i>	Mountain Ninebark	5 gal
<i>Physocarpus opulifolius</i>	Golden Ninebark	5 gal
<i>Potentilla</i> sp.	Cinquefoil	5 gal
<i>Prunus americana</i>	American Plum	5 gal
<i>Prunus besseyi</i>	Western Sandcherry	5 gal
<i>Prunus fruticosa</i>	European Dwarf Cherry	5 gal
<i>Prunus glandulosa rosea</i>	Pink Flowering Almond	5 gal
<i>Prunus tenella</i>	Dwarf Russian Almond	5 gal
<i>Prunus tomentosa</i>	Nanking Cherry	5 gal
<i>Prunus virginiana</i>	Chokeberry	5 gal



Prunus x cistena	Purple Leaf Plum	5 gal
Purshia tridentata	Antelope Bitterbush	5 gal
Pyracantha sp	Pyracantha	5 gal
Quercus gamgelii	Gambel Oak	5 gal
Rhus aromatic 'Gro-Low'	Dwarf Fragrant Sumac	5 gal
Rhus glabra	Smooth Sumac	5 gal
Rhus glabra var. cismontana	Rocky Mountain Sumac	5 gal
Rhus trilobata	Fragrant Sumac	5 gal
Rhus typhina	Staghorn Sumac	5 gal
Rhus typhina 'Lacinata'	Cutleaf Staghorn Sumac	5 gal
Ribes alpinum	Alpine Currant	5 gal
Ribes aureum	Yellow Flowering Currant	5 gal
Rosa foetida 'bicolor'	Austrian Copper Rose	5 gal
Rosa foetida 'Persiana'	Persian Yellow Rose	5 gal
Rosa 'RADRAZZ'	Knock Out Rose	5 gal
Rosa woodsii	Woods Rose	5 gal
Rubus parviflorus	Thimbleberry	5 gal
Sambucus pubens	Native Red Berried Elder	5 gal
Shepherdia argentea	Buffaloberry	5 gal
Sorboria sorbifolia	Ural False Spirea	5 gal
Spiraea bumalda	Anthony Waterer Spirea	5 gal
Spiraea nipponica	Snowmound Spirea	5 gal
Spirea x vanhouttei	Vanhoutte Spirea	5 gal
Symphoricarpos albus	White Snowberry	5 gal
Symphoricarpos x 'Hancock'	Hancock Coralberry	5 gal
Syringa meyeri	Dwarf Korean Lilac	5 gal
Syringa patula 'Miss Kim'	Miss Kim Lilac	5 gal
Thamnus frangula 'Columnaris'	Columnar Buckthorn	5 gal
Viburnum carlesii	Korean Spice Viburnum	5 gal
Viburnum dentatum	Arrowwood Viburnum	5 gal
Viburnum juddii	Judd Viburnum	5 gal
Viburnum lantana	Wayfaring Tree	5 gal
Viburnum lentago	Nannyberry Viburnum	5 gal
Viburnum opulus 'Compactum'	Compact European	5 gal
Viburnum opulus 'Nanum'	Dwarf European Cranberry	5 gal
Viburnum trilobum	Highbush Cranberry	5 gal
Viburnum trilobum 'Compactum'	American Compact	5 gal
Viburnum x burkwoodii	Burkwood Viburnum	5 gal
Weigela florida	Weigela	5 gal

#### EVERGREEN SHRUBS

Arctostaphylos uva-ursi	Kinnikinnick	5 gal
Buxus sinica insularis 'Winter Green'	Winter Green Boxwood	5 gal
Ilex meserveae 'Blue Boy & Blue Girl'	Blue Boy Holly & Blue Girl Holly	5 gal
Juniperus communis	Common Juniper	5 gal
Mahonia aquifolium	Oregon Grape Holly	5 gal
Mahonia aquifolium 'compacta'	Compact oregon Grape Holly	5 gal
Mahonia repens	Oregon Grape	5 gal
Pinus mugo 'Slowmound'	Slowmound Mugo	5 gal
Taxus x media 'Densiformis'	Dense Yew	5 gal
Taxus x media 'Tuantonii'	Tuantoni Yew	5 gal
Yucca filimentosa	Adam's Needle	5 gal

GROUND COVERS, BULBS & PERENNIAL FLOWERS

Achillea millefolium	Common Yarrow	4" pot
Aegopodium podagraria variegata	Bishop's Weed	1 gal
Ajuga sp.	Carpet Bugle	bulb
Alchemilla mollis	Lady's Mantle 14"	1 gal
Allium sp.	Flowering Onion Bulb	4" pot
Anemone sp.	Windflower	1 gal
Anemone sylvestris	Snow Drop Windflower	4" pot
Aquilegia caerulea	Rocky Mountain Columbine	1 gal
Aster frikartii 'Moench'	Monch Aster	1 gal
Aster sp.	Aster	1 gal
Aubrietia deltooids 'Purple Gem'	Purple Rock Cress	4" pot
Aurinia saxatillis	Basket of Gold	4" pot
Bergenia cordifolia	Heart-leafed Bergenia	4" pot
Berandiera lyrata	Chocolate Flower	4" pot
Brunnera macrophylla	False Forget-Me-Not	4" pot
Callirhoa involucrate	Poppy Mallow	1 gal
Campanula carpatica	Carpathian Harebell	4" pot
Campanula persicifolia	Harebell / Bellflower	1 gal
Campanula rotundifolia	Native Bluebells	4" pot
Centaurea montana	Perennial Bachelor Button	4" pot
Centranthus ruber	Red Valerian	1 gal
Ceratostigma plumbaginoides	Plumbago	1 gal
Certastium tomentosum	Snow-in-summer	1 gall
Chrysanthemum sp.	Shasta Daisy	1 gal
Convallaria majalis	Lily of the Valley	2.25" pot
Coreopsis verticullata 'Moonbeam'	Moonbeam Coreopsis	1 gal
Crocus vernus	Dutch Crocus	bulb
Dalea purpurea	Purple Prairie Clover	1 gal
Delosperma sp.	Ice Plant	4" pot
Delphinium sp.	Delphinium	1 gal
Dianthus sp.	Pinks	1 gal
Dicentra sp.	Bleeding Heart	1 gal
Digitalis	Foxglove	1 gal
Duchesnea indica	False Strawberry	4" pot
Echinacea purpurea	Purple Coneflower	1 gal
Eryngium planum 'Blaukappe'	Blue Cap Sea Holly	1 gal
Erysimum kotschyanum	Wallflower	1 gal
Euonymus fortunei 'coloratus'	Purpleleaf Wintercreeper	1 gal
Euphorbia epithymoides	Cushion Spurge	1 gal
Euphorbia myrsinites Myrtle Spurge	Myrtle Spurge	1 gal
Gaillardia arista	Blanket Flower	bulb
Galanthus nivalis	Snowdrop	2.25" pot
Galium odoratum	Sweet Woodruff	4" pot
Geranium sp.	Cranesbill	1 gal
Glechoma hederacea	Ground Ivy	1 gal
Guara lindheimeri	Whirling Butterflies	1 gal
Helianthemum sp.	Sun Rose	1 gal
Heliopsis helianthoides	Fall Sunflower	4" pot
Hemerocallis sp.	Daylily	1 gal
Heuchera sp.	Coral Bells	2.25" pot
Hosta sp.	Hosta	4" pot
Iberis sempervirens	Candy Tuft	1 gal

Ipomopsis aggregate	Scarlet Gilia	1 gal
Iris germanica	Bearded Iris	1 gal
Iris pumila	Dwarf Iris	bulb
Iris siberica	Siberian Iris	1 gal
Iris sp.	Dutch Iris	1 gal
Jamesia Americana	Waxflower	1 gal
Kniphofia uvaria	Red Hot Poker	1 gal
Leucantheum sp.	Shasta Daisy	4" pot
Liatris spicata	Gayfeather	1 gal
Linum sp.	Flax	1 gal
Lupinum sp.	Lupine	1 gal
Mentha sp.	Mint	bulb
Monarda sp.	Bee-Balm	1 gal
Muscari armeniacis	Grape Hyacinth	4" pot
Nepata sp.	Catmint	2.25" pot
Origanum sp.	Oregano	1 gal
Pachysandrea terminalis	Japanese Spurge	2.25" pot
Paeonia lactifolia	Peony	1 gal
Papaver orientale	Salmon Oriental Poppy	1 gal
Penstemon sp.	Penstemon	2.25" pot
Persicaria affinis	Himalayan Border Jewel	2.25" pot
Phlox subulata	Creeping Phlox	1 gal
Physostegia virginiana	Obedient Plant	1 gal
Platycodon grandiflorus	Balloon Flower	1 gal
Ratibida columnifera	Mexican Hat Cone Flower	1 gal
Rubus deliciousus	Boulder Raspberry	1 gal
Rubus idaeus	Red Raspberry	1 gal
Rudbeckia sp.	Black-Eyed Susan	1 gal
Salvia superba	Blue Salvia	1 gal
Santolina chamaecyparissus	Lavendar Cotton	1 gal
Saponaria sp.	Soapwort	1 gal
Sedum sp.	Stonecrop	1 gal
Solidago sp.	Goldenrod	1 gal
Stachys byzantina 'Silver Carpet'	Flowerless Lamb's Ear	1 gal
Teucrium sp.	Germander	1 gal
Thalictrum sp.	Meadowrue	1 gal
Thermopsis divaricarpa	Golden Banner	1 gal
Thymus sp.	Thyme	1 gal
Veronica	Speedwell	1 gal
Veronica sp.	Veronica	2.25" pot
Vinca major	Big Leaf Periwinkle	2.25" pot
Vinca minor 'Bowlesii'	Bowles Periwinkle	2.25" pot
Viola cornuta	Tufted Pansy	2.25" pot
Viola sp.	Violet	1 gal
Zinnia grandiflora	Prairie Zinnia	1 gal

#### ORNAMENTAL GRASSES

Andropogon gerardii	Big Bluestem Grass	1 gal
Calamagrostis acutiflora	Feather Reed Grass	1 gal
Carex morrowii	Sedge Grass	1 gal
Chasmanthium latifolium	Northern Sea Oats	1 gal
Erianthus ravennae	Plume Grass	1 gal
Festuca sp.	Blue Fescue Grass	1 gal



Helictrotrichon sempervirons	Blue Avena Grass	1 gal
Imperata cylindrical	Japanese Blood Grass	1 gal
Miscanthus sinensis	Maiden Grass	1 gal
Panicum virgatum	Switch Grass	1 gal
Pennisetum alopecuroides	Hardy Fountain Grass	1 gal
Schizachyrium scoparium	Little Blue Stem Grass	1 gal
Sorghastrum nutans	Blue Indian Grass	1 gal
Sporobolus heterolepis	Prairie Dropseed	1 gal
Stipa (Nassella) tenuissima	Mexican Feather Grass	1 gal

**VINES**

Clematis paniculata	Sweet Autumn Clematis	1 gal
Clematis tangutica	Tangutica Clematis	1 gal
Hedera helix	English Ivy	1 gal
Humulus lupulus neomexicanus	Native Hop Vine	1 gal
Lonicera japonica 'Halliana'	Hall's Honeysuckle	5 gal
Parthenocissus quinquefolia	Virginia Creeper	1 gal
Parthenocissus tricuspidata	Boston ivy	1 gal
Polygonum auberti	Silver Lace Vine	1 gal
Rosa sp.	Climbing Rose	1 gal
Vitis sp.	Grape	1 gal
Wisteria sinensis	Wisteria	5 gal

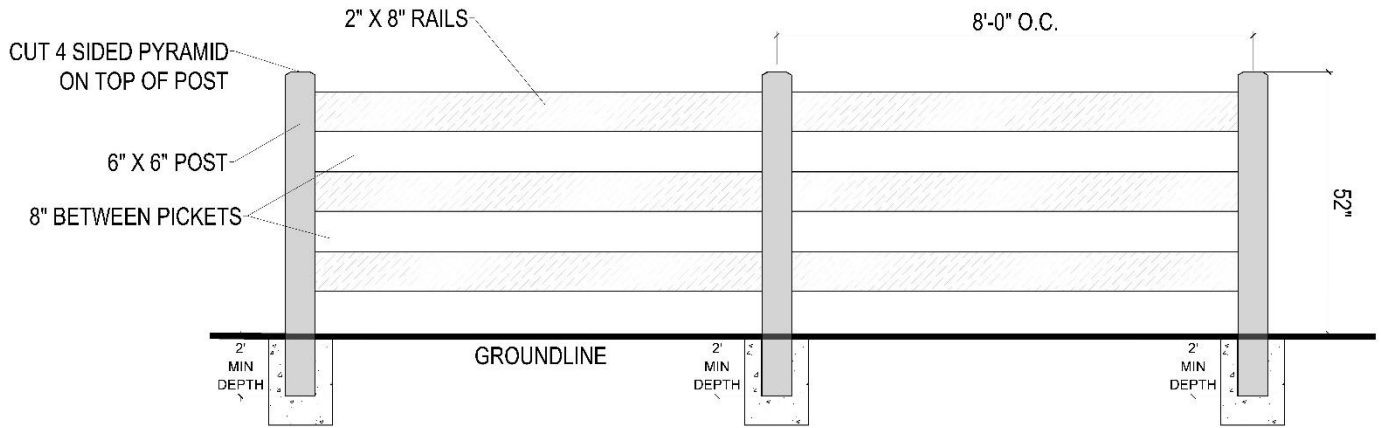
\*(ADDITIONAL PLANT OPTIONS PERMITTED ON A CASE BY CASE BASIS TO BE REVIEWED BY THE CACC)

**Exhibit D****Forbidden Plant List**

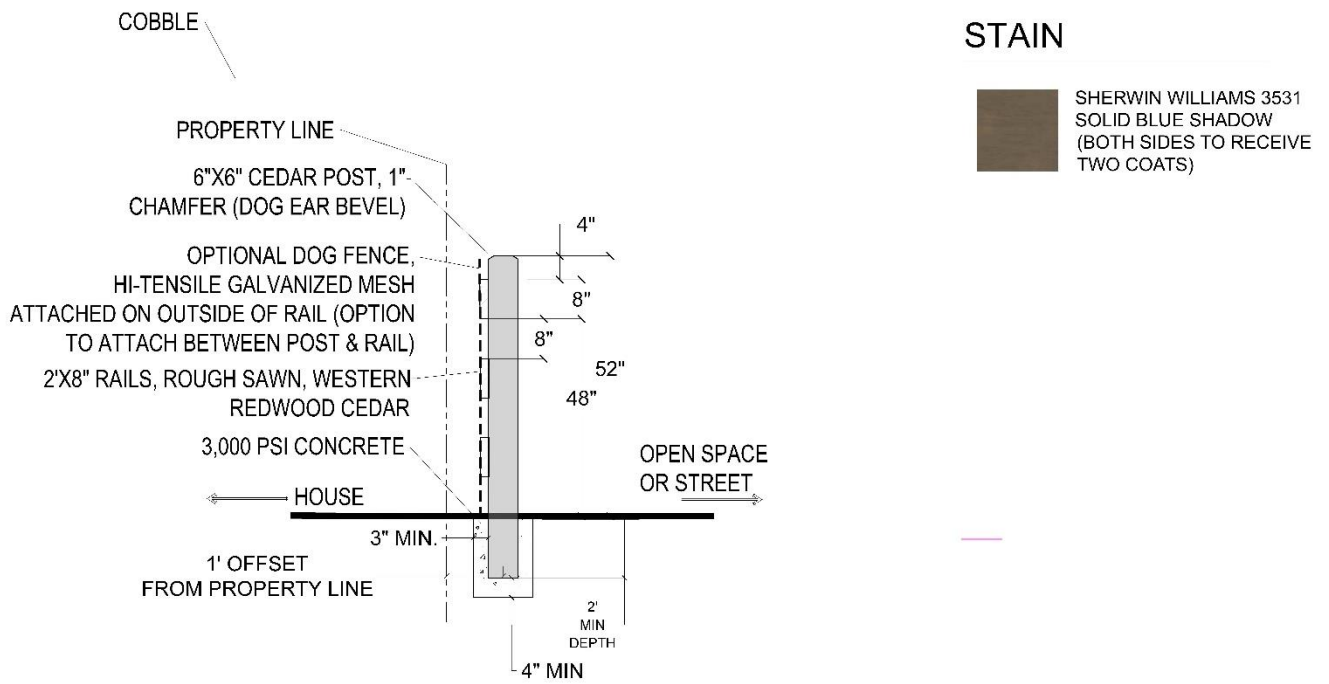
Ash (Fraxinus – all varieties)	Yellow Toadflax (Linaria vulgaris)
Air Potato (Dioscorea bulbifera)	
Autumn Olive (Elaeagnus umbellata)	
Beach Vitex (Vitex rotundifolia)	
Boxelders (Acer negundo)	
Brazilian Peppertree (Schinus terebinthifolius)	
Canada Thistle (Cirsium arvense)	
Chinese Tallow (Triadica sebifera)	
Cogongrass (Imperata cylindrica)	
Common Teasel (Dipsacus fullonum)	
Dalmatian Toadflax (Linaria dalmatica)	
Diffuse Knapweed (Centaurea diffusa)	
Downy Brome (Bromus tectorum)	
Fig Buttercup (Ficaria verna)	
Freeman maple (Acer x freemannii)	
Garlic Mustard (Alliaria petiolate)	
Giant Hogweed ( Heracleum mantegazzianum)	
Golden Bamboo ( Phyllostachys aurea)	
Hairy Whitetop (Lepidium appelianum)	
Houndstongue (Cynoglossum officinale)	
Japanese Climbing Fern (Lygodium japonicum)	
Japanese Knotweed (Fallopia japonica)	
Japanese Stilt Grass (Microstegium vimineum)	

Johnsongrass (*Sorghum halepense*)  
Kudzu (*Pueraria montana* var. *lobata*)  
Leafy Spurge (*Euphorbia esula*)  
Medusahead (*Taeniatherum caput medusae*)  
Mile-A-Minute Weed (*Persicaria perfoliate*)  
Multiflora Rose (*Rosa multiflora*)  
Musk Thistle (*Carduus nutans*)  
Old World Climbing Fern (*Lygodium microphyllum*)  
Oriental Bittersweet (*Celastrus orbiculatus*)  
Princess Tree (*Paulownia tomentosa*)  
Purple Star Thistle (*Centaurea calcitrapa*)  
Quackgrass (*Elymus repens*)  
Russian Knapweed (*Rhaponticum repens*)  
Russian Olive (*Elaeagnus angustifolia*)  
Saltcedar (*Tamarix* spp.)  
Siberian elms (*Ulmus pumilla*)  
Silver maple (*Acer saccharinum*)  
Sacred Bamboo (*Nandina domestica*)  
Scotch Broom (*Cytisus scoparius*)  
Scotch Thistle (*Onopordum acanthium*)  
Spotted Knapweed (*Centaurea stoebe*)  
Tree-of-Heaven (*Ailanthus altissima*)  
Tropical Soda Apple (*Solanum viarum*)  
Willow (*Salix* – all varieties)  
Whitetop (*Lepidium draba*)  
Witchweed (*Striga asiatica*)  
Yellow Star Thistle (*Centaurea solstitialis*)

## Exhibit E – Fence Building Responsibility Plan & Details



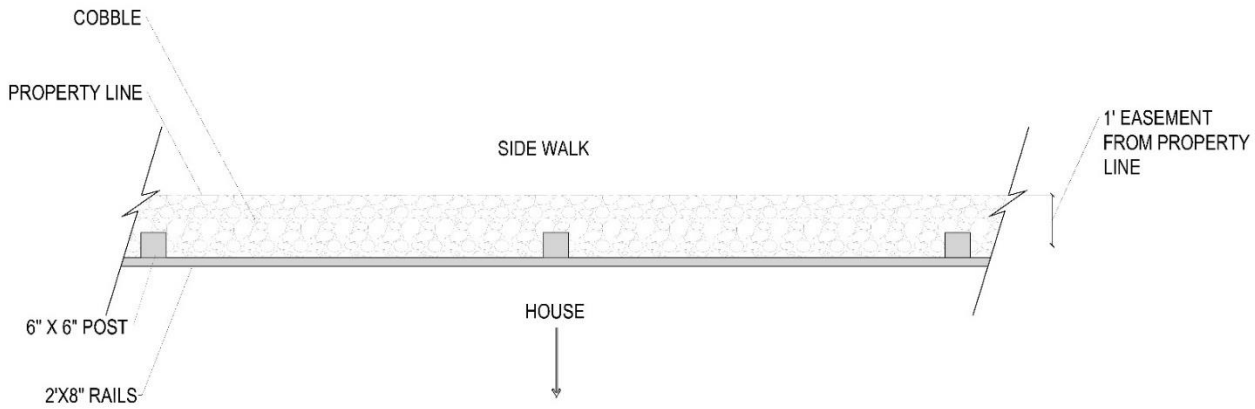
### OPEN RAIL FENCE FRONT ELEVATION



### OPEN RAIL FENCE SIDE SECTION

\*Home owner to maintain 1' easement between fence and property line.

## Exhibit E – Fence Building Responsibility Plan & Details



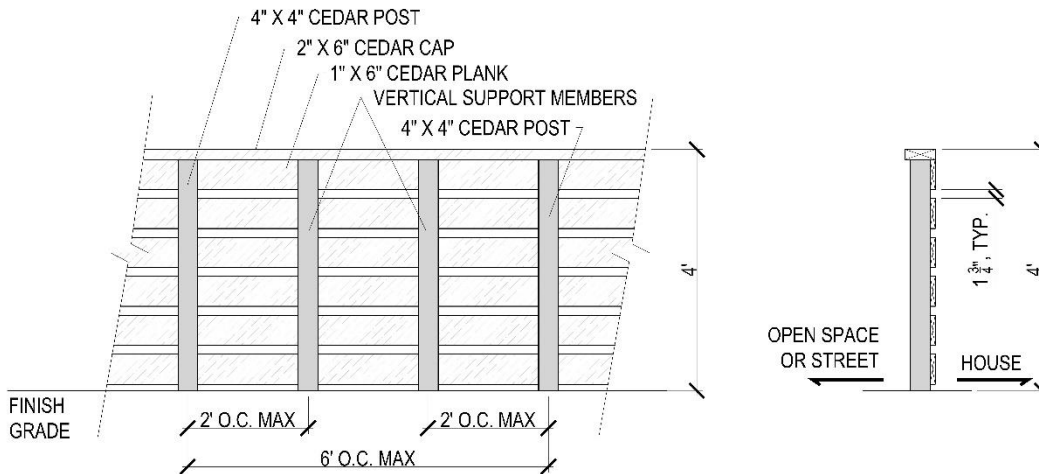
### OPEN RAIL FENCE ADJACENT TO SIDEWALK PLAN

\*Fence adjacent to sidewalks will be offset by 1'. The 1' easement will be maintained by the homeowner.

### STAIN



SHERMAN WILLIAMS 3531  
SOLID BLUE SHADOW  
(BOTH SIDES TO RECEIVE  
TWO COATS)




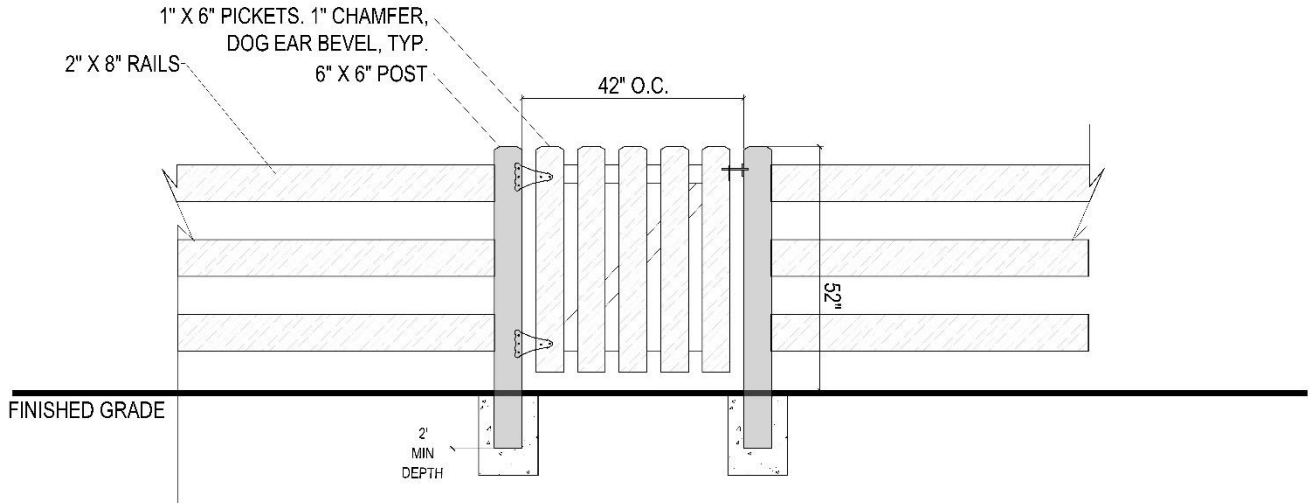
### 4' PRIVACY FENCE OPTION

4' Privacy Fence is only allowed in limited areas and with prior HOA approval. No Privacy Fences are permitted without prior HOA approval.

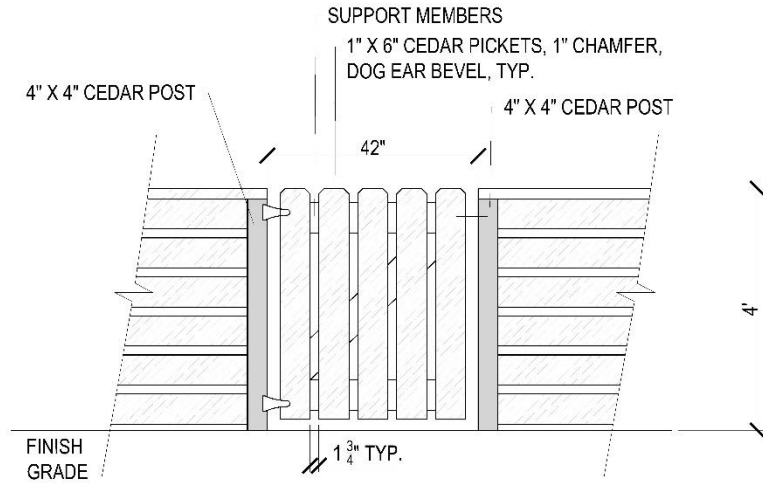
# Exhibit E-1 – Fence Building Responsibility Plan & Details

## STAIN

 SHERWIN WILLIAMS 3531  
SOLID BLUE SHADOW  
(BOTH SIDES TO RECEIVE  
TWO COATS)

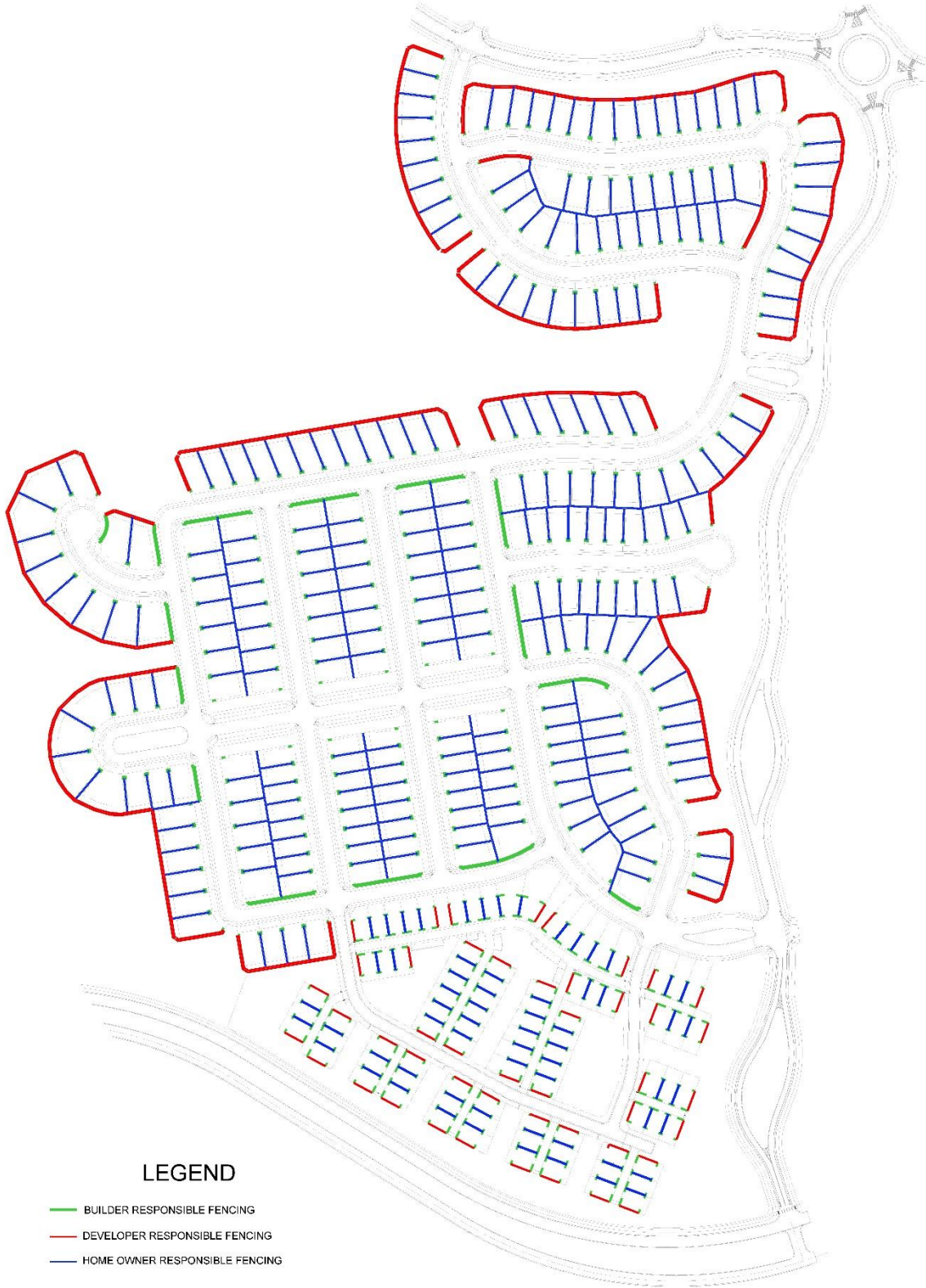


## OPEN RAIL GATE DETAIL



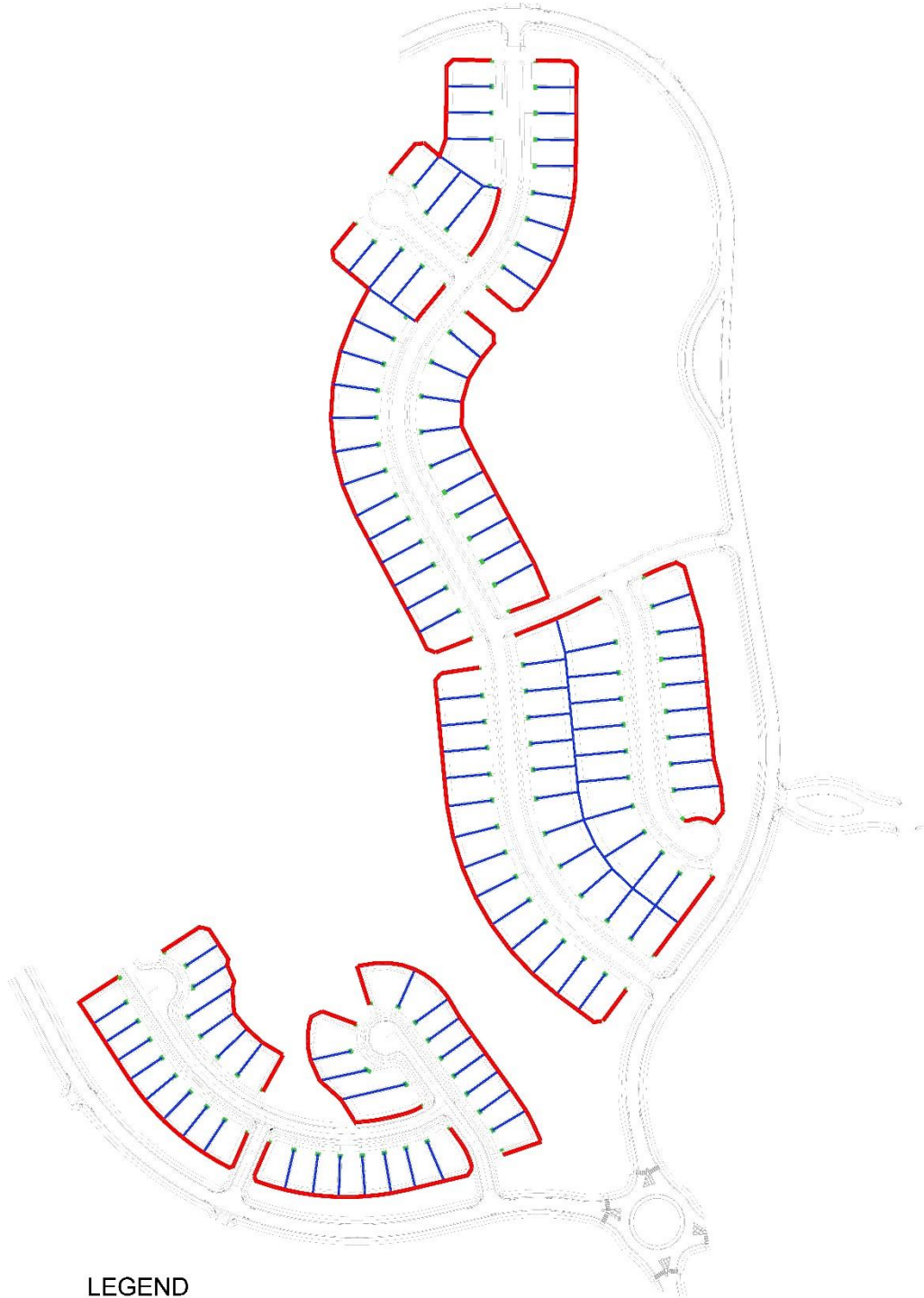
## 4' PRIVACY GATE DETAIL

# **Exhibit E-1 – Fence Building Responsibility Plan & Details (Phase 1) – Ramble Park**





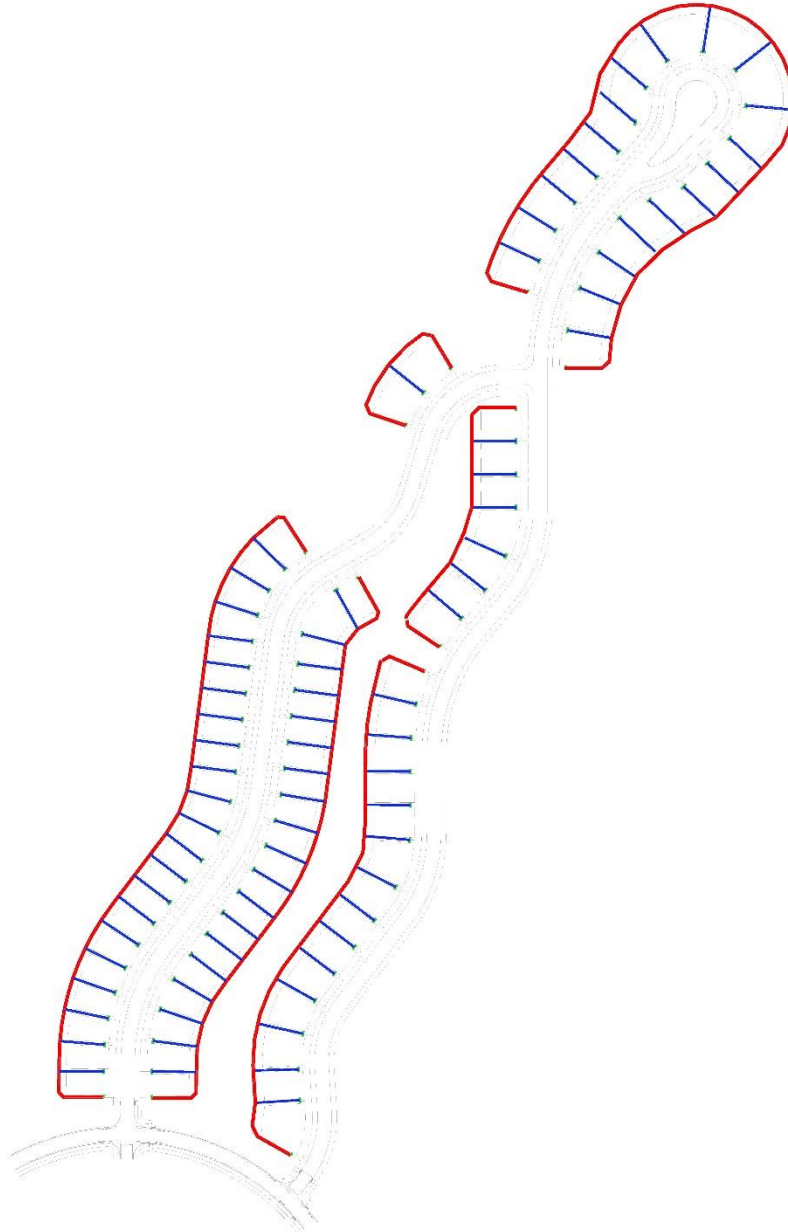
# **Exhibit E-1 – Fence Building Responsibility Plan & Details (Phase 1) – Wild Oak**



## **LEGEND**

- BUILDER RESPONSIBLE FENCING
- DEVELOPER RESPONSIBLE FENCING
- HOME OWNER RESPONSIBLE FENCING

**Exhibit E-1 – Fence Building Responsibility Plan & Details (Phase 1) - Peregrine**

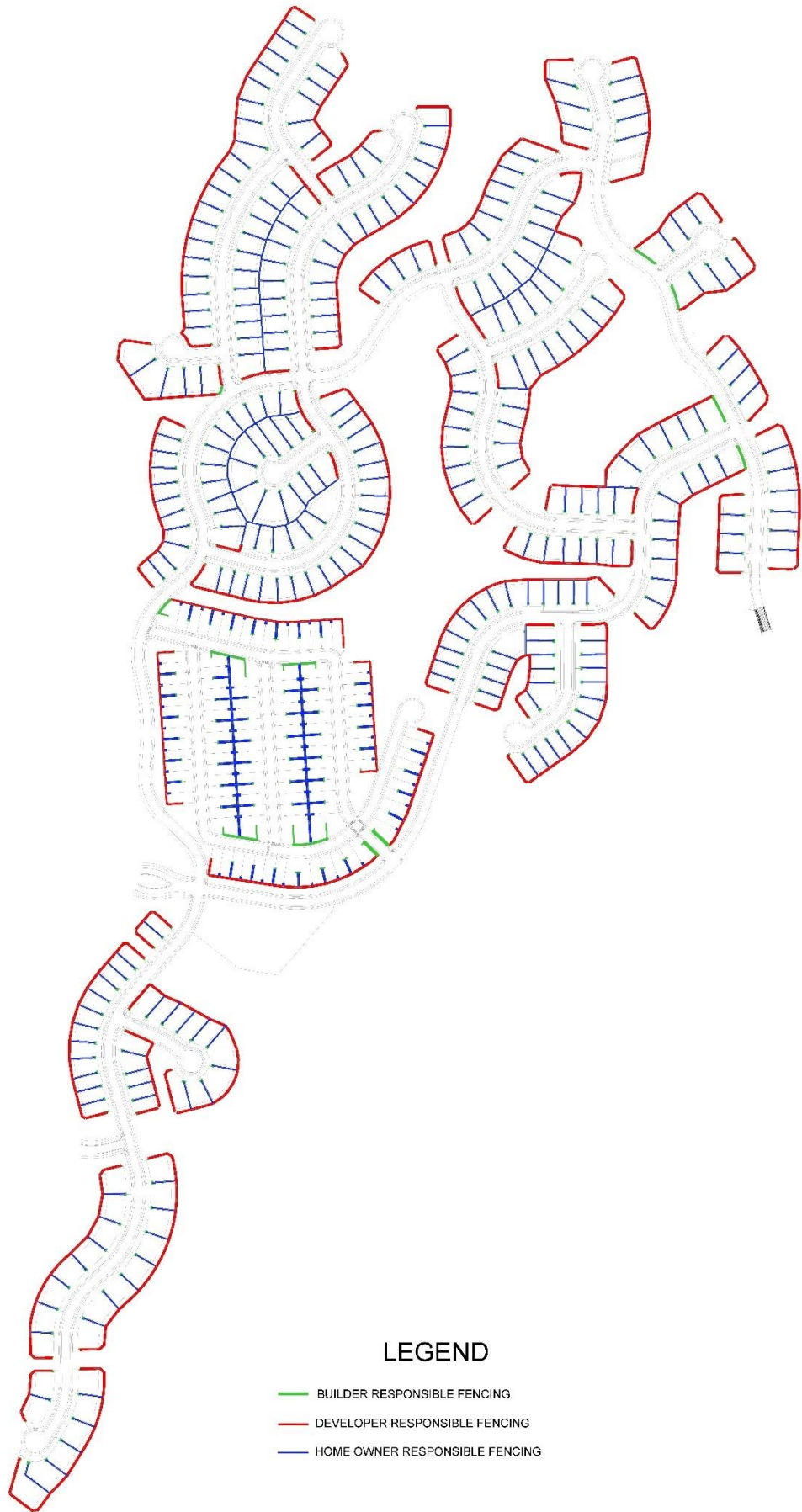


**LEGEND**

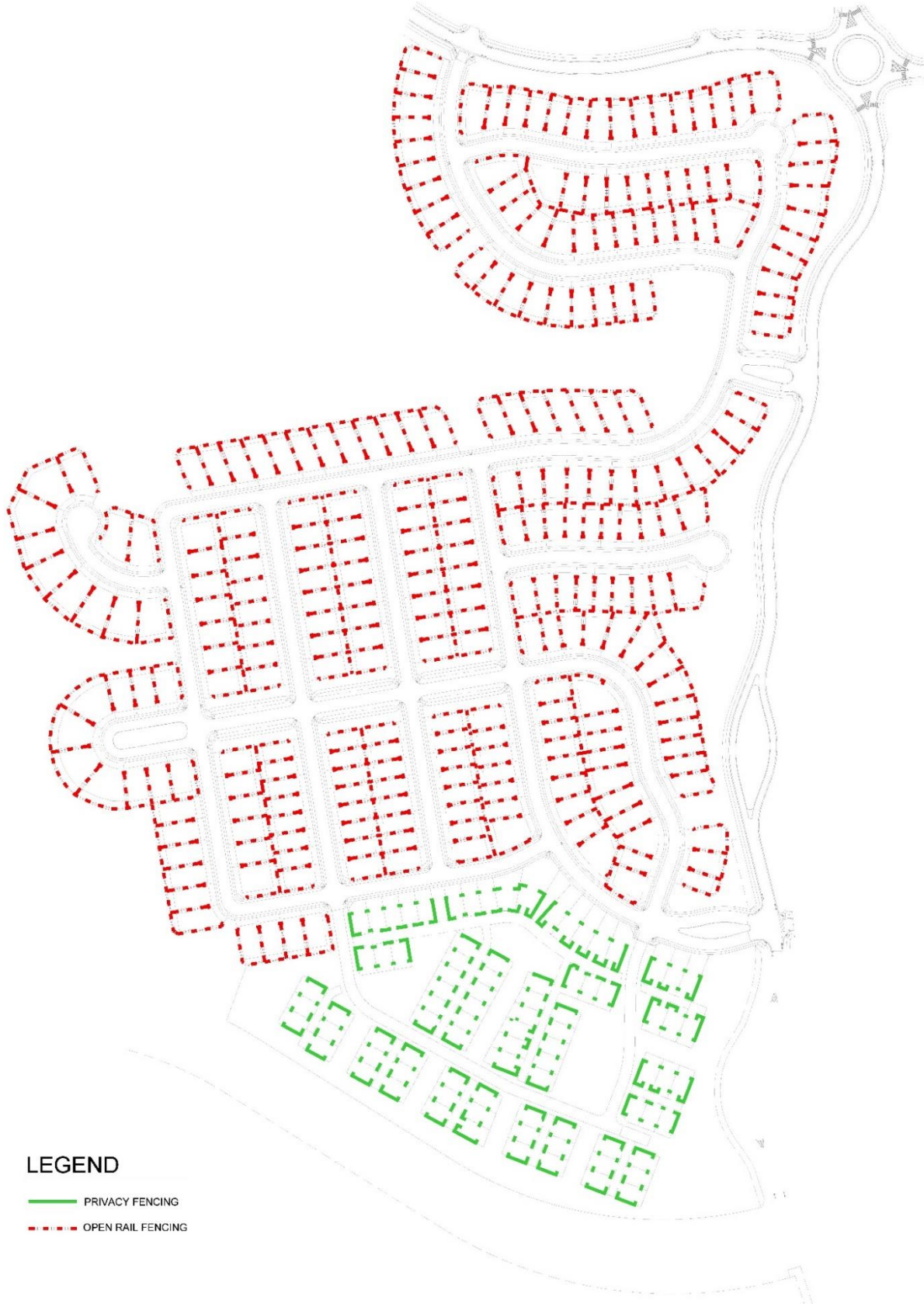
- BUILDER RESPONSIBLE FENCING
- DEVELOPER RESPONSIBLE FENCING
- HOME OWNER RESPONSIBLE FENCING



# **Exhibit E-1 – Fence Building Responsibility Plan & Details (Phase 1) – First Light**



## Exhibit E-2 – Allowed Fence Types (Phase 1) – Ramble Park



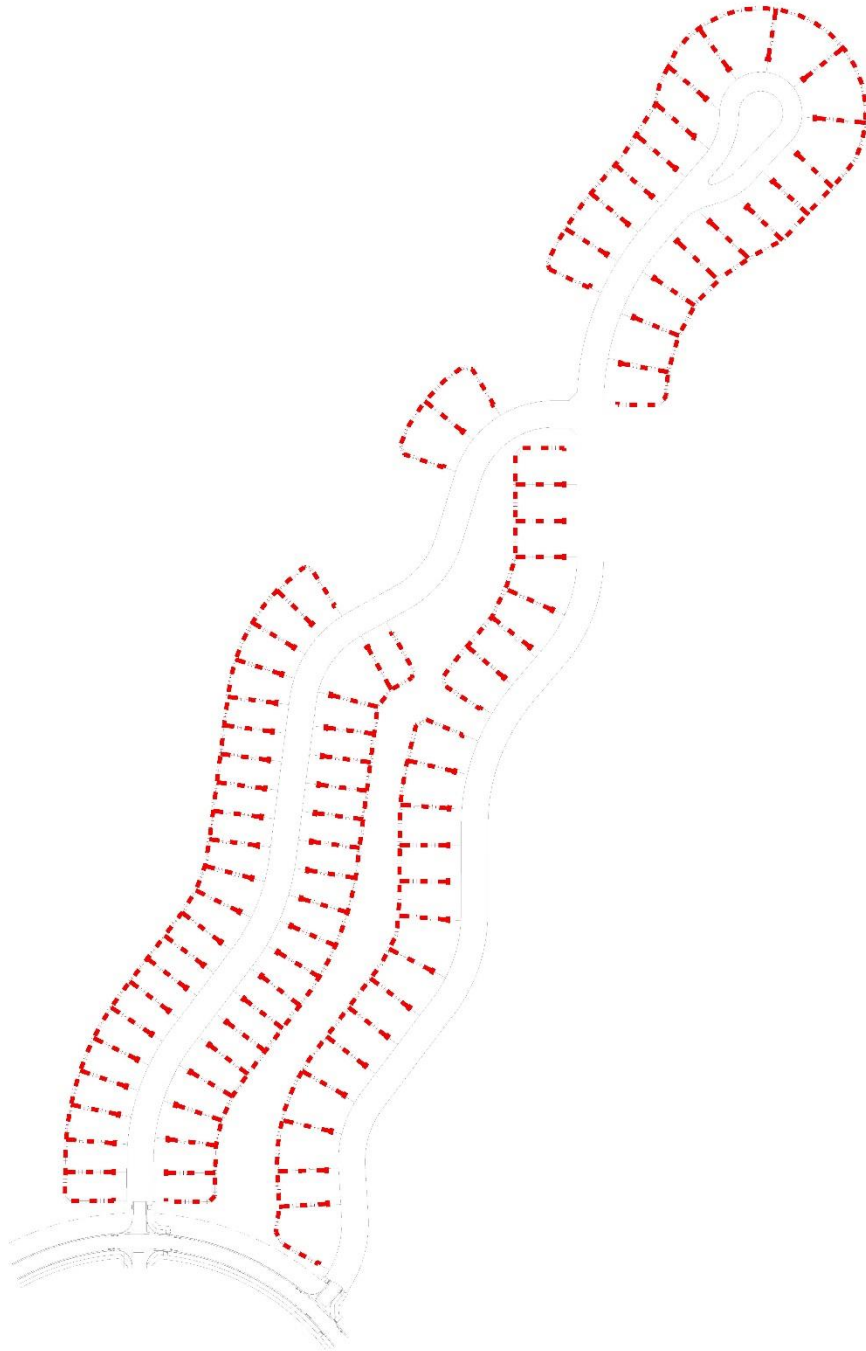
**Exhibit E-2 – Allowed Fence Types (Phase 1) – Wild Oak**



**LEGEND**

-  PRIVACY FENCING
-  OPEN RAIL FENCING

**Exhibit E-2 – Allowed Fence Types (Phase 1) - Peregrine**

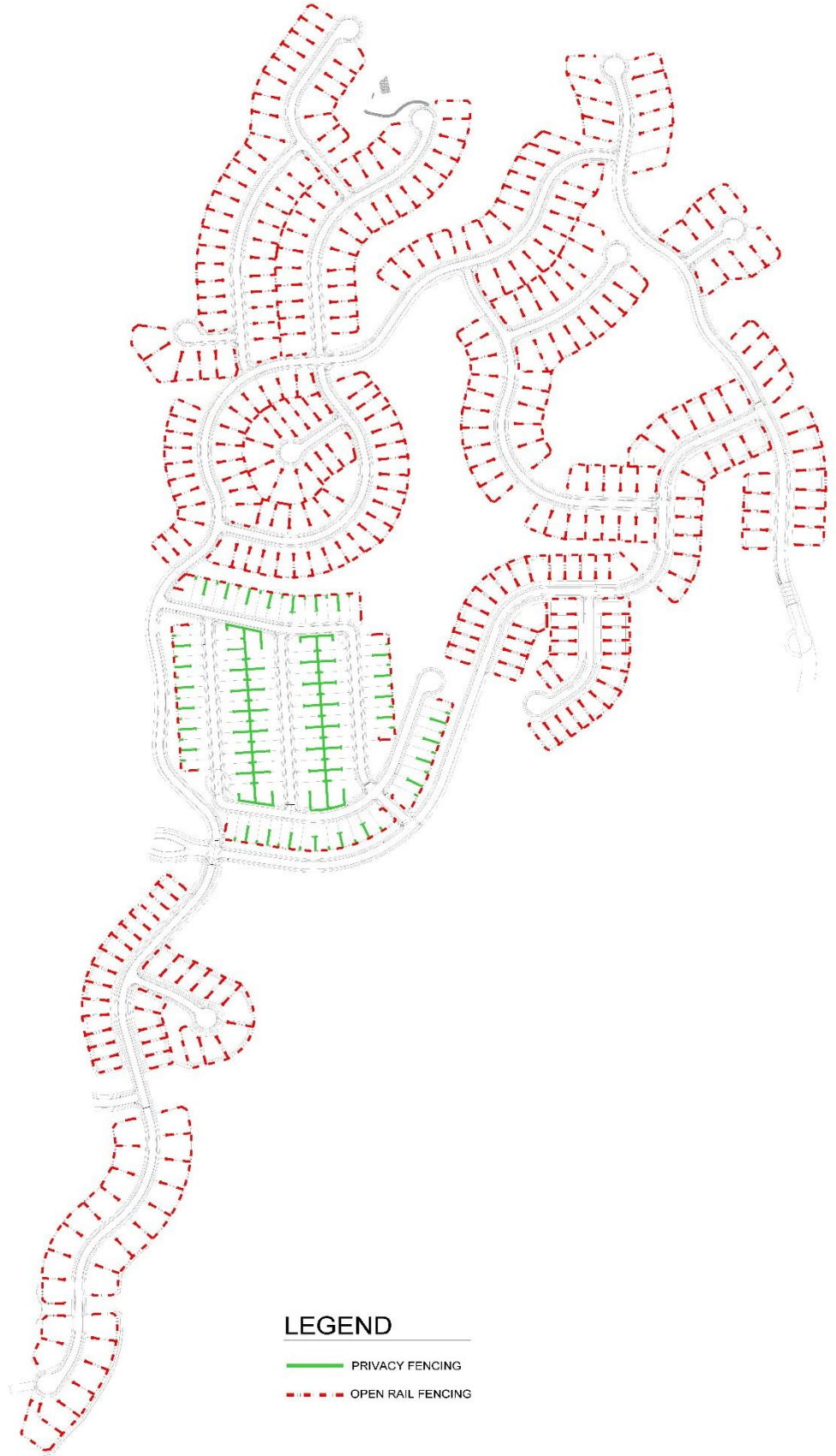


**LEGEND**

-  PRIVACY FENCING
-  OPEN RAIL FENCING



**Exhibit E-2 – Allowed Fence Types (Phase 1) – First Light**



**Exhibit F – Application for Improvements and Modifications****THE CANYONS****Application for Improvements and Modifications**

In an effort to provide and protect each individual homeowner's rights and property values, it is required that any Owner or group of Owners considering improvement(s) and/or change(s) to their home or property submit an "**Application for Improvements and Modifications**" to The Canyons Architectural Control Committee (CACC). If any change is made that has not been approved, per the governing documents, the Owner may be required to change or remove an improvement. ***In addition, plans, sketches, drawings, illustrations, photographs, dimensions, and material samples should be attached to sufficiently describe the project in detail.*** Refer to The Canyons Residential Landscape Design Guidelines for additional information.

**Homeowners Information:**

Name	Date
Property Address	Email: <span style="float: right;">LOT#:</span>
Home Phone No.	Work Phone No.
Mailing Address (if different)	Alternative Contact Person/Number:

**Please circle Type of Request:**

Back-yard Landscape AC Unit      Awning      Dog Run      Door      Fence  
 Front-yard Landscape Gazebo/Pergola      Lighting (exterior)      Paint Color Change      Pet enclosure  
 Patio/Deck      Play Equipment      Pool/Spa      Playhouse/Swing Set      Roofing  
 Room Addition      Satellite Dish      Skylight      Solar Device      Storage Building  
 Sport Hoop/Court      OTHER: Describe Below:

Details:

**PAINTING: (original paint samples required)**

<i>Please state new paint color</i>	<i>Portion of house to be painted</i>
<b>Trim Color</b> (include soffit, fascia boards, and window trim)	<b>Accent Color</b> (Includes shutters, windows hoods & exterior doors)

**SHED OR STORAGE BUILDING:**

<i>Plot plan must be included with Application showing location of storage building on lot.</i>	Height of building	Dimensions of building
Square footage of building	State location/placement of building	

Where applicable, please include a sample of all improvements! (Example: Paint chip (8"X10" swab/swatch), roofing shingle, siding sample, solar screen/awning material sample, etc.). In signing this application, I certify that all the information provided by me in connection with my application, whether on this document or not, is true and complete. I understand that any misstatements, falsification or omission of information shall be grounds for denial of this application. I further understand that The Canyons Architectural Control Committee has thirty (30) days upon receipt to review my application and I agree not to begin property improvements or modifications until the Committee notifies me, in writing, of their decision. If no such written decision is received, the request is deemed denied. Approval does not substitute for any City/County/State required permits. Owner is responsible for adhering to all Local/County/State guidelines. I have answered, truthfully, all questions pertaining to the proposed mentioned improvement or modification and have attached all samples, plans and permits required.

Homeowners Signature (REQUIRED)	Date
Improvement Start Date	Improvement Completion Date

**Please return application to:**                    **The Canyons Architectural Control Committee**  
**c/o CliftonLarsonAllenLLP (CLA)**  
**8390 East Crescent Parkway, Suite 300**  
**Greenwood Village, CO 80111**  
[denise.denslow@CLAconnect.com](mailto:denise.denslow@CLAconnect.com)  
**(303) 779-5710**

**Special Note:** Please make sure that your plans are complete and you have attached all required materials. Incomplete plans will be Denied and returned.

**Architectural Control Committee Use Only**

Recommendation of the Committee: <input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Approved w/ Conditions</b> <input type="checkbox"/> <b>Denied</b>
<b>Comments/Conditions/Other:</b>

ARC Name:	Date
ARC Signature:	

<b>OFFICE USE ONLY</b>	
<b>DATE RECEIVED:</b>	<b>ACKNOWLEDGEMENT LETTER:</b>
<b>APPROVAL DATE:</b>	<b>APPROVAL LETTER SENT:</b>

## **EXHIBIT H**

### **Resolution Adopting a Flag Policy**



**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7**

**ADOPTING A FLAG POLICY**

---

WHEREAS, The Canyons Metropolitan District No. 7 (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the District; and

WHEREAS, pursuant to that certain Declaration of Architectural, Use and Maintenance Restrictions for The Canyons recorded in the real property records of the Douglas County Clerk and Recorder on December 10, 2018, at Reception No. 2018073806 (the “Declaration”), the District is authorized to promulgate and amend reasonable Rules not in conflict with the Restrictions contained in the Declaration; and

WHEREAS, the District recognizes that The Canyons community was intentionally designed with a clean and consistent streets scape in order to preserve a community feel and aesthetic; and

WHEREAS, the Board has determined that it is in the best interest of the District and the residents and property owners of the District to adopt a Flag Policy in order to maintain a community feel and aesthetic, and provide for the preservation of the health, safety, and welfare of residents, property owners, and the public.

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

1. Adoption. The Board hereby adopts the Recreational Vehicle Policy (the “Recreational Vehicle Policy”), attached hereto and incorporated herein as **Exhibit A**.

2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

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

*[Remainder of the page intentionally left blank. Signature page to follow.]*

ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2020.

THE CANYONS METROPOLITAN DISTRICT  
NO. 7, a quasi-municipal corporation and political  
subdivision of the State of Colorado

---

President

ATTEST:

---

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

Special Counsel to the District

*Signature page to Resolution Adopting a Flag Policy*

## EXHIBIT A

### THE CANYONS METROPOLITAN DISTRICT NO. 7

#### FLAG POLICY

##### **I. Flags/Flag Poles:**

Approval is required for any freestanding flagpole.

Approval is not required for flagpoles mounted to the front of the residence provided that the flags displayed thereon (if other than an American Flag) are temporary in nature and are only displayed on holidays or in celebration of specific events. Temporary flags must not be placed earlier than thirty (30) days prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the particular holiday/event or celebration. Flags related to sporting events may be displayed only on the day of such sporting events. No flags, other than American Flags and service flags as set forth below, may be flown for more than 60 total days in a calendar year. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

American Flags: Owners shall be permitted to display an American in accordance with the Federal Flag Code and as follows:

- A. The flag shall be no larger than three (3) feet by five (5) feet.
- B. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling.
- C. Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.
- D. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Units.

An Owner or resident may display a service flag bearing a star denoting the Owner's or resident's or his family member's active or reserve U.S. military service during a time of war or armed conflict. The flag may be displayed on the inside of a window or door of the home on the Unit. The flag may not be larger than nine (9) inches by sixteen (16) inches.

- ##### **II. Enforcement:**
- The District may enforce this policy to the fullest extent permitted by law and in accordance with any existing enforcement policy, if any, including but not limited to the imposition of fines, in the sole discretion of the Board of Directors.

**EXHIBIT I**

**Resolution Adopting Short Term Rental Policy**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7  
ADOPTING A SHORT TERM RENTAL POLICY**

---

WHEREAS, The Canyons Metropolitan District No. 7 (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the District; and

WHEREAS, pursuant to that certain Declaration of Architectural, Use and Maintenance Restrictions for The Canyons recorded in the real property records of the Douglas County Clerk and Recorder on December 10, 2018, at Reception No. 2018073806 (the “Declaration”), the District is authorized to promulgate and amend reasonable Rules not in conflict with the Restrictions contained in the Declaration; and

WHEREAS, the Board has determined that it is in the best interest of the District and the residents and property owners of the District to adopt a Short Term Rental Policy in order to provide for the preservation of the health, safety, and welfare of residents, property owners, and the public.

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

1. Adoption. The Board hereby adopts the Short Term Rental Policy (the “Short Term Rental Policy”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

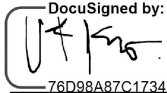
4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

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

*[Remainder of the page intentionally left blank. Signature page to follow.]*

ADOPTED THIS 21 DAY OF April, 2020.

THE CANYONS METROPOLITAN DISTRICT  
NO. 7, a quasi-municipal corporation and political  
subdivision of the State of Colorado

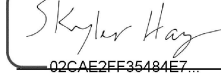
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President

ATTEST:

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Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law



\_\_\_\_\_  
Special Counsel to the District

*Signature page to Resolution Adopting a Short Term Rental Policy*



## EXHIBIT A

### THE CANYONS METROPOLITAN DISTRICT NO. 7

#### SHORT TERM RENTAL POLICY

- I. No Short Term Rentals:** The use of any residential dwelling unit or any portion thereof, or on any land within the boundaries of The Canyons Metropolitan District No. 7 (the “District”) for Short Term Rental is prohibited. For purposes of this Policy, “Short Term Rental” shall mean: The rental or lease of a residential dwelling unit or any portion thereof, or any land within the boundaries of the District for a period of less than twenty-eight (28) consecutive days for consideration. Consideration shall include, but is not limited to, soliciting, charging, demanding, receiving or accepting any legally recognized payment including but not limited to a promise or benefit, a quid-pro-quo, rent, fees, or thing of value.
- II. Enforcement:** The District may enforce this policy to the fullest extent permitted by law and in accordance with any existing enforcement policy, if any, including but not limited to the imposition of fines, in the sole discretion of the Board of Directors.

**EXHIBIT J**

**Resolution Adopting a Recreational Vehicle Policy**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7  
ADOPTING A RECREATIONAL VEHICLE POLICY**

---

WHEREAS, The Canyons Metropolitan District No. 7 (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the District; and

WHEREAS, pursuant to that certain Declaration of Architectural, Use and Maintenance Restrictions for The Canyons recorded in the real property records of the Douglas County Clerk and Recorder on December 10, 2018, at Reception No. 2018073806 (the “Declaration”), the District is authorized to promulgate and amend reasonable Rules not in conflict with the Restrictions contained in the Declaration; and

WHEREAS, the Board has determined that it is in the best interest of the District and the residents and property owners of the District to adopt a Recreational Vehicle Policy in order to provide for the preservation of the health, safety, and welfare of residents, property owners, and the public.

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

1. Adoption. The Board hereby adopts the Recreational Vehicle Policy (the “Recreational Vehicle Policy”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

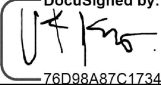
4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

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

*[Remainder of the page intentionally left blank. Signature page to follow.]*

ADOPTED THIS 21 DAY OF APRil, 2020.

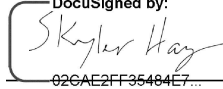
THE CANYONS METROPOLITAN DISTRICT  
NO. 7, a quasi-municipal corporation and political  
subdivision of the State of Colorado

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President

ATTEST:

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Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law



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Special Counsel to the District

*Signature page to Resolution Adopting a Recreational Vehicle Policy*

## EXHIBIT A

### THE CANYONS METROPOLITAN DISTRICT NO. 7

#### RECREATIONAL VEHICLE POLICY

- I. No Recreational Vehicles:** The use of any recreational vehicle, golf cart, ATV, and other off-road vehicles on any land within the boundaries of The Canyons Metropolitan District No. 7 (the “District”), including but not limited to, parks, open space, trails, sidewalks, and District owned roadways, is strictly prohibited. This restriction shall not apply to the use electric bikes and electric scooters.

The use of recreational vehicles, golf carts, ATV’s, and off road vehicles, electric bikes and electric scooters on property, roadways, trails, sidewalks, and parks owned by the City of Castle Pines (the “City”) is regulated and enforced by the City.

- II. Enforcement:** The District may enforce this policy to the fullest extent permitted by law and in accordance with any existing enforcement policy, if any, including but not limited to the imposition of fines, in the sole discretion of the Board of Directors.

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7  
ADOPTING A PERSONAL DATA PRIVACY POLICY**

---

WHEREAS, The Canyons Metropolitan District No. 7 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, the Colorado General Assembly adopted House Bill 18-1128 concerning strengthening protections for consumer data privacy (the “**Bill**”) with an effective date of September 1, 2018; and

WHEREAS, the Bill added Article 73 to Title 24, Colorado Revised Statutes known as “Security Breaches and Personal Information” (“**Article 73**”) which requires each Governmental Entity in the state that maintains paper or electronic documents during the course of business that contain Personal Identifying Information to develop a written policy for the destruction or proper disposal of such paper and electronic documents; and

WHEREAS, § 24-73-101(4)(a), C.R.S., defines a “Governmental Entity” as the state and any state agency or institution, including the judicial department, county, city and county, incorporated city or town, school district, special improvement district, authority, and every other kind of district, instrumentality, or political subdivision of the state organized pursuant to law. “Governmental Entity” includes entities governed by home rule charters; and

WHEREAS, the District is a Governmental Entity under Article 73 as it is a political subdivision of the state organized pursuant to law; and

WHEREAS, § 24-73-101(4)(b), C.R.S., defines “Personal Identifying Information” as a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S.; and

WHEREAS, the District may maintain paper or electronic documents that contain Personal Identifying Information; and

WHEREAS, the District has developed and desires to adopt a written policy for the destruction or proper disposal of paper and electronic documents containing Personal Identifying Information, in conformance with Article 73.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Adoption of Personal Data Privacy Policy. The District hereby adopts the Personal Data Privacy Policy set forth in **Exhibit A**, attached hereto and incorporated herein.

2. Preambles Incorporated. The preambles to this Resolution are hereby incorporated into this Resolution as if set out fully herein.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

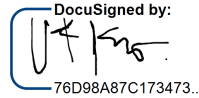
4. Effective Date. This Resolution shall become effective as of September 1, 2018, shall be enforced immediately thereafter and shall supersede any previous policy related to disposal of paper and electronic documents containing Personal Identifying Information. This Resolution shall be implemented and administered by the District to conform with all requirements of Article 73, as modified from time to time.

*[Signature page follows.]*



ADOPTED this 9<sup>th</sup> day of March, 2022.

THE CANYONS METROPOLITAN DISTRICT  
NO. 7, a quasi-municipal corporation and political  
subdivision of the State of Colorado

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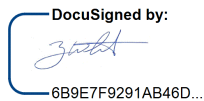
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Officer of the District

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

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General Counsel to the District

*Signature page to Resolution Adopting Personal Data Privacy Policy*

## EXHIBIT A

### Personal Data Privacy Policy

The purpose of this Personal Data Privacy Policy is to comply with § 24-73-101 (1), C.R.S., which requires a Governmental Entity that maintains paper or electronic documents during the course of business that contain Personal Identifying Information to develop a written policy for the destruction or proper disposal of such paper and electronic documents.

#### Section 1. Definitions

- (1) “District” means The Canyons Metropolitan District No. 7
- (2) “Personal Identifying Information” means the following, which the District may collect over the course of normal business:
  - a. A social security number;
  - b. A personal identification number;
  - c. A password;
  - d. A pass code;
  - e. An official state or government-issued driver’s license or identification card number;
  - f. A government passport number;
  - g. Biometric data, as defined in § 24-73-103(1)(a), C.R.S.;
  - h. An employer, student or military identification number; or
  - i. A financial transaction device, as defined in § 18-5-701(3), C.R.S.
- (3) “Third-Party Service Provider” means an entity that has been contracted by the District to maintain, store, or process Personal Identifying Information on behalf of the District.
- (4) All defined terms in section 5 shall be defined as in § 24-73-103, C.R.S.

#### Section 2. Security Procedures and Practices

- (1) The District will store paper documents containing Personal Identifying Information in a locked cabinet or locked office. Only employees or individuals who must use Personal Identifying Information to conduct District business will have access to the storage location.
- (2) The District will take appropriate measures to protect Personal Identifying Information stored as digital media. These protections may include password access, firewalls and encryption software. Only those employees or individuals who must use the Personal Identifying Information to conduct District business will have access to the electronic storage system(s).

(3) In the event an employee's or individual's responsibilities in relation to the District change such that the employee or individual no longer must use Personal Identifying Information to conduct District business, the District shall take reasonable measures to terminate that employee's or individual's access to Personal Identifying Information, such as replacing locks on any storage cabinet or locked office where Personal Identifying Information is stored in paper format, or denying the employee or individual access to Personal Identifying Information stored digitally by changing passwords or access settings.

(4) In the event the District discloses Personal Identifying Information to a Third-Party Service Provider, the District will require the Third-Party Service Provider to implement and maintain reasonable security procedures and practices that are:

- a. Appropriate to the nature of the Personal Identifying Information disclosed to the Third-Party Service Provider;
- b. Are reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction; and
- c. Are in accordance with the policies and procedures set forth in this Policy.

Section 3. Records Management and Destruction

(1) Records maintaining Personal Identifying Information should be retained in accordance with the District's Records Retention Policy. All paper or electronic documents containing Personal Identifying Information that are no longer needed, shall be destroyed by the District in accordance with the District's Records Retention Policy, and in accordance with the retention periods set forth therein, based on the type of record. When destroyed, all records containing Personal Identifying Information must be disposed of by shredding, erasing or otherwise modifying the Personal Identifying Information in the paper or electronic documents in a manner that renders the Personal Identifying Information unreadable or indecipherable through any means.

Section 4. Open Records Disclosure

(1) The District is governed by the Colorado Open Records Act ("CORA"). Any records maintained by the District may be subject to inspection and copying by members of the public, unless an exemption in the law exists. In the event the District must release records containing Personal Identifying Information, sensitive data will be redacted or otherwise removed to protect the privacy of the individual(s).

(2) The District will not otherwise release Personal Identifying Information unless legally required to do so in connection with legal proceedings or law enforcement

investigations. The District will not sell Personal Identifying Information to any outside organization.

Section 5. Notification of Security Breach

(1) In the event the District becomes aware that a Security Breach may have occurred, the District will conduct in good faith a prompt investigation to determine the likelihood that Personal Information, as defined in § 24-73-103(1)(g)(i)(A), C.R.S., has been or will be misused. The District will notify the affected Colorado residents in accordance with the notice requirements set forth in § 24-73-103, C.R.S., unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur.

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
THE CANYONS METROPOLITAN DISTRICT NO. 7  
  
ADOPTING A TEMPORARY PARKING POLICY**

---

WHEREAS, The Canyons Metropolitan District No. 7 (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the District; and

WHEREAS, the District is constructing streets which will eventually be conveyed to the City of Castle Pines (the “City”); and

WHEREAS, until the District constructed streets are accepted by the City, the District desires to implement parking rules consistent with the City’s parking rules; and

WHEREAS, the Board has determined that it is in the best interest of the District and the residents and property owners of the District to adopt a Temporary Parking Policy in order to maintain a community feel and aesthetic, and provide for the preservation of the health, safety, and welfare of residents, property owners, and the public.

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

1. Adoption. The Board hereby adopts the Temporary Parking Policy (the “Temporary Parking Policy”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.
3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

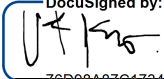
4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

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

*[Remainder of the page intentionally left blank. Signature page to follow.]*

ADOPTED THIS 13<sup>TH</sup> DAY OF JULY, 2022.

THE CANYONS METROPOLITAN DISTRICT  
NO. 7, a quasi-municipal corporation and political  
subdivision of the State of Colorado

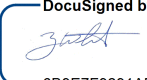
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Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

**EXHIBIT A**

**THE CANYONS METROPOLITAN DISTRICT NO. 7**

**TEMPORARY VEHICLE PARKING POLICY**

- I. Parking** – No trailer, semi-trailer, camping trailer, boat, mobile home or motor home shall be parked on any public street or highway (the “Streets”) within the Canyons Metropolitan District No. 7 (the “District”), with the exception of:
- a.** A recreational vehicle (RV) that is being loaded or unloaded, prepared for service, or prepared for storage; but such loading and unloading and preparation for storage shall not in any even exceed seventy-two (72) hours.
  - b.** A, boat, camper, trailer, semi-trailer, or camping trailer being loaded or unloaded, or prepared for storage; but such loading and unloading and preparation for storage shall not in any event exceed seventy-two (72) hours.
  - c.** A commercial vehicle temporarily parked for only that period of time necessary to expeditiously complete rendering services to real property located within two hundred feet (200’) of the commercial vehicle not to exceed seventy-two (72) hours.
  - d.** Any vehicle otherwise parked in violation of this section for a period not to exceed four (4) hours as a result of an emergency occurring during such four (4) hour period.
- II. Temporary Nature of Policy** – This policy shall apply to any portion of the Streets owned by the District until such time as such portion of the Streets is accepted for ownership by the City of Castle Pines. After the City of Castle Pines accepts a portion of the Streets, parking on such portion of the Streets will be subject to the City of Castle Pines Municipal Code.