DISTRICT CO	URT, DOUGLAS COUNTY, COLORADO		
Court Address:	4000 Justice Way Castle Rock, CO 80109		
Telephone:	(303) 663-7200		
Petitioner:			
TRAILS AT CH NO. 1	ROWFOOT METROPOLITAN DISTRICT	▲ COURT USE ONLY ▲	
Attorney for P	etitioner:		
Name:	Kristin Tompkins, Esq. Megan J. Murphy, Esq.	Case Number: 2015CV30967	
Address:	WHITE BEAR ANKELE TANAKA & WALDRON	Division: 6	
	Attorneys at Law 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122	Courtroom:	
	(303) 858-1800		
Fax Number:	(303) 858-1801		
Email:	ktompkins@wbapc.com mmurphy@wbapc.com		
Atty. Reg. #:	34839 47464		
BOARD OF DIRECTORS OATH OF OFFICE			

STATE OF COLORADO

COUNTY OF \_\_\_\_\_

)

)

I, Sarah Hunsche, O] swear,  $\fbox{O}$ ] affirm or  $\fbox{O}$ ] swear by the everliving God, that I will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of Director of the Trails at Crowfoot District No. 1 upon which I am about to enter to the best of my ability. In accordance with § 32-1-901(2), C.R.S. the bond required to be filed at the time of filing of this oath is filed herewith as Exhibit A.

SS.

arah Hunsche insche (May 14, 2020 14:44 MDT)

Signature

Signed and sworn to (or affirmed) before me this  $\frac{15}{2}$  day of May, 2020.

Christian Janke By: Christian Janke May 15, 2020 0856 MDT)

Officer of the Board of Directors

## Signature Requested: Trails at Crowfoot MD Nos. 1-3 Oath of Office - S. Hunsche

Final Audit Report

2020-05-15

	Created:	2020-05-13
	By:	Kaylin Hicks (khicks@wbapc.com)
	Status:	Signed
	Transaction ID:	CBJCHBCAABAALzaPiTfdXRkYe0ZdexE2ic2R4rF75CH-
- 1		

# "Signature Requested: Trails at Crowfoot MD Nos. 1-3 Oath of O ffice - S. Hunsche" History

- Document created by Kaylin Hicks (khicks@wbapc.com) 2020-05-13 - 8:25:57 PM GMT- IP address: 50.209.233.181
- Document emailed to Sarah Hunsche (shunsche@e5xmanagement.com) for signature 2020-05-13 - 8:35:01 PM GMT
- Email viewed by Sarah Hunsche (shunsche@e5xmanagement.com) 2020-05-14 - 8:37:52 PM GMT- IP address: 96.66.86.134
- Document e-signed by Sarah Hunsche (shunsche@e5xmanagement.com) Signature Date: 2020-05-14 - 8:44:03 PM GMT - Time Source: server- IP address: 96.66.86.133
- Document emailed to Christian Janke (mjanke@e5xmanagement.com) for signature 2020-05-14 - 8:44:05 PM GMT
- Email viewed by Christian Janke (mjanke@e5xmanagement.com) 2020-05-15 - 8:55:50 PM GMT- IP address: 96.66.86.133
- Document e-signed by Christian Janke (mjanke@e5xmanagement.com) Signature Date: 2020-05-15 - 8:56:30 PM GMT - Time Source: server- IP address: 96.66.86.133
- Signed document emailed to Kristin Tompkins (ktompkins@wbapc.com), Sarah Hunsche (shunsche@e5xmanagement.com), Kaylin Hicks (khicks@wbapc.com), Christian Janke (mjanke@e5xmanagement.com), and 1 more 2020-05-15 - 8:56:30 PM GMT

## EXHIBIT A

Director Bond





## TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. \_\_\_\_\_LSM0807421

It is hereby mutually agreed and understood by the Principal,

Hess Ranch Metropolitan District No. 1

## and RLI Insurance Company that the

Principal Name

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:

Trails at Crowfoot Metropolitan District No. 1

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on \_\_\_\_\_\_ July 2, 2019 \_\_\_\_\_, at twelve and one minute o'clock a.m., Standard Time.

Signed this	2nd	day of	Jul	<u>y , 2019</u> .
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**RLI Insurance Company** 

Barton W. Davis

Βv

Vice President





## TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. LSM0807421

It is hereby mutually agreed and understood by the Principal,

Hess Ranch Metropolitan District No. 1

## and RLI Insurance Company that the

Management Company Name and Address

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:

c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on <u>November 22, 2016</u>, at twelve and one minute o'clock a.m., Standard Time.

Signed this <u>22nd</u> day of <u>November</u>, <u>2016</u>.



**RLI Insurance Company** 

Barton W. Davis

By

Vice President



## PUBLIC OFFICIAL POSITION SCHEDULE BOND

Bond No. <u>LSM0807421</u>

Item 1. Name of Insured: Hess Ranch Metropolitan District No. 1

(the "Insured")

Principal Address: c/o McGeady Sisneros, P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203-1254

Item 2. Bond Period <u>November 4, 2015</u> to <u>Continuous Until Cancelled</u>. Item 3. Limit of liability does not exceed the sum specified in the Schedule of named Positions or written acceptances by the Company as to each Position there listed.

#### I. INSURING AGREEMENT

The **RLI Insurance Company**, an Illinois corporation (the "Company"), in consideration of an agreed premium is held and firmly bound unto \_\_\_\_\_\_ Hess Ranch Metropolitan District No. 1

of \_\_\_\_\_\_\_\_, <u>CO</u>, Obligee, for the faithful discharge of the duties of any Public Official or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Company as to said position after the \_\_\_\_\_\_4th \_\_\_\_ day of \_\_\_\_\_\_November \_\_\_\_\_\_2015

#### **II. CONDITIONS**

A. Coverage. Automatic coverage is granted for the first thirty days service of any Public Official or Employee:
(1) Occupying a newly created position identical with one listed in the schedule of positions, in an equal amount.

Provided, however, that the automatic coverage herein granted shall be void and of no effect from the beginning, unless during the said thirty day period the Obligee has requested in writing that the position be added to the schedule, and the Company by written acceptance has consented thereto.

Coverage on any position may be increased or decreased upon written request of the Obligee, if agreed to in writing by the Company.

- B. Cancellation. Cancellation hereunder is effective, and all liability under this bond shall cease as to future acts or omissions as to any Public Official or Employee on the date specified in written notice given by the Obligee to the Company as to any or all positions or Public Officials or Employees, or after thirty days' written notice given by the Obligee of its intent to cancel this bond in its entirety, or as to any Public Official or Employee or Employee or position.
- C. Liability. The Company's liability under this bond shall not be cumulative, and in no event shall the Company be called upon to pay as a loss hereunder in an amount greater than the largest single amount for which the position occupied by any Public Official or Employee causing such loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Company for any Public Official or Employee occupying more than one position at one time, or at different times, shall not exceed the largest amount of coverage specified for any single position occupied by said Public Official or Employee. The liability of the Company shall never exceed the amount in effect for the position when the act

of the Public Official or Employee causing the loss shall have occurred. In the event there are more Public Officials or Employees occupying the position covered in the schedule than are listed therein, the Company shall be liable for such proportion of the amount of coverage as the number of Public Officials or Employees listed bears to the number of Public Officials or Employees actually occupying the position when the loss occurred.

The Liability of the Company hereunder is subject to the terms and conditions of the following Riders, attached thereto:

None of the specifications of this Bond shall be altered or waived, except in writing by the Company executed by its President, Vice President, Secretary, Assistant Secretary or Treasurer.

Dated this \_\_\_\_\_4th \_\_\_ day of \_\_\_\_\_November \_\_\_\_\_2015 \_\_\_

**RLI Insurance Company** 

Βv

Barton W. Davis

Vice President



OFF 0102 (2/93)

Bond No. LSM0807421

## SCHEDULE OF POSITIONS - EFFECTIVE THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, \_\_\_\_2015 \_\_\_.

(If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Schedule Number	Position Name	No.	Position Location	Bond Amount
1	Treasurer	1		\$ 5,000.00
2	Board Member	1		\$ 1,000.00
3	Board Member	1		\$ 1,000.00
4	Board Member	1		\$ 1,000.00
5	Board Member	1	20	\$ 1,000.00
6	Board Member	1		\$ 1,000.00
7			¥.	
8				
9				
10				
11				
12				
13				
14				
15				
16		(93)		
17				
18				
19				
20				
21				
22				
23				
24				
25				
26			2	

OFF 0102 (2/93)

Page 3 of 3 Pages 00002304-30,30



## POWER OF ATTORNEY RLI Insurance Company

Bond No. LSM0807421

## Know All Men by These Presents:

That the	<b>RLI Insurance Company</b>			, a corporation organized and existing under the laws of the St			
	Illinois	, a	nd authorized and licensed	l to do business in all sta	ites and the I	District of Columbi	a does hereby make,
constitute	and appoint: _		Barton W. Davis	in the City	of	Peoria	, State of
-	Illinois	_, as	Vice President	, with full power an	d authority h	nereby conferred u	pon him/her to sign,
execute, a	acknowledge ar	nd deliver	for and on its behalf as S	urety, in general, any ar	nd all bonds,	undertakings, and	recognizances in an
amount i	not to exceed		Five Hundred Thousand	and 00/100	Dollars (	\$ 500,000.00	) for any single
obligation	n, and specifica	lly for the	following described bond	10 NO			

Principal:	Hess Ranch Metropolitan District No. 1	
Obligee:	Same as Principal	
Type Bond:	Public Official Position Schedule Bond	
Bond Amount:	\$ 10,000.00	
Effective Date:	November 4, 2015	

The	RLI Insurance Company	further certifies that the following	is a	true and	l exact	copy	of a
Resolution adopte	d by the Board of Directors of	RLI Insurance Company		_, and no	w in fo	rce to-	wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNE	SS WHEREOF, the	RLI Insurance Company			has caused these	presents to	o be executed	d by
its	Vice President	_ with its corporate seal affixed this4	<u>4th</u> da	y of	November	,2015	×	

ATTEST:	RLI Insurance Company
Cherie & Montgomery	SEAL B. H. W. D'
Cherie L. Montgomery	Barton W. Davis Vice President
On this day of November, 2015 before me,	a Notary Public, personally appeared Barton W. Davis
	ne duly sworn, acknowledged that they signed the above Power of Attorney
	Assistant Secretary , respectively, of the said
RLI Insurance Company	, and acknowledged said instrument to be the voluntary act and deed of
said corporation.	2
Jacqueline M. Bockler Notary Public	"OFFICIAL SEAL" PORTAGE JACQUELINE M. BOCKLER ILLINGE COMMISSION EXPIRES 01/14/18