

**MOUNTAIN BROOK METROPOLITAN DISTRICT**

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254

<https://mountainbrookmd.com>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Kevin Mulshine	President	2027/May 2027
Kenneth Spencer	Treasurer	2027/May 2027
Conley Smith	Assistant Secretary	2027/May 2027
Dale Bruns	Assistant Secretary	2025/May 2025
Mark Solomon	Assistant Secretary	2025/May 2025
 Peggy Ripko	 Secretary	

DATE: June 24, 2024  
TIME: 9:00 a.m.  
PLACE: Zoom

*\* Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager ( [pripko@sdmsi.com](mailto:pripko@sdmsi.com) or 303-987-0835) of their specific need(s) before the meeting.*

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Call In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda, confirm location of meeting, posting of notices.

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C. Review and approve the Minutes of the April 22, 2024 Regular Meeting (enclosure).

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D. Review and ratify approval Legal Services Proposal from Altitude Community Law (enclosure).

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II. PUBLIC COMMENTS

A. \_\_\_\_\_

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims (enclosure):

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- B. Review and accept unaudited financial statements through the period ending March 31, 2024 and the cash position statement through the period ending May 31, 2024 (enclosure).
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IV. LEGAL MATTERS

- A. Review and approve Assignment of South Flat Ditch Agreement (enclosure).
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- B. Review and approve Assignment of Niwot Ditch Agreement (enclosure).
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V. CAPITAL IMPROVEMENT MATTERS

- A. Review and approve Assignment of Detention Pond Easement and Maintenance Agreement (enclosure).
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- B. Review and ratify approval of Detention Pond Easement Agreement (enclosure).
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- C. Discussion regarding Landscape Committee to review and approve landscape proposals (enclosure).
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VI. OTHER BUSINESS

- A. Review and approve Rules & Regulations for the community (to be distributed).
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- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 26, 2024.**

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD APRIL 22, 2024

The Regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) and upon noting that a quorum was present a meeting was convened on Monday, the 22<sup>nd</sup> day of April, 2024, at 9:00 a.m. The District Board meeting was held in person at Ken Pratt Boulevard and via Zoom. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Kevin Mulshine, President  
Kenneth Spencer, Treasurer  
Conley Smith, Secretary  
Dale Bruns, Assistant Secretary  
Mark Solomon, Assistant Secretary

#### Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan D. Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Don Burchett; City of Longmont

Cyndi Castro, Homeowner

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Ms. Ripko noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Ms. Ripko requested that the Directors consider whether they had any additional conflicts of interest to disclose. Ms. Ripko noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

### ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board’s review and approval of the agenda for the District’s meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote unanimously carried, the agenda was approved.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board determined this District Board Meeting was held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District boundaries.

**Minutes of February 26, 2024 Regular Meeting:** The Board reviewed the Minutes of the February 26, 2024 Regular Meeting.

Following review and discussion, upon motion duly made by Director Spencer, seconded by Director Smith, and upon vote unanimously carried, the Board approved the Minutes, as amended.

**PUBLIC COMMENTS** There were no public comments at this time.

### **FINANCIAL MATTERS**

**Claims:** Ms. Wheeler reviewed the payment of claims in the amount of \$97,933.80 for ratification.

Following discussion, upon motion duly made by Director Smith seconded by Director Mulshine, and upon vote the Board ratified the payment of claims in the amount of \$97,933.80.

**Unaudited Financial Statements:** Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending March 31, 2024.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2024, as presented.

**2023 Audit:** Ms. Wheeler reviewed the 2023 Audit with the Board.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Mulshine, and upon vote unanimously carried, the Board approved the

## RECORD OF PROCEEDINGS

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2023 Audit, subject to final legal review, no material changes other than price of Splashtacular and authorized execution of the Representations Letter.

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### LEGAL MATTERS

**Resolution Adopting Technology Accessibility Statement and Technical Standards:** The Board reviewed Resolution Adopting Technology Accessibility Statement and Technical Standards.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution Regarding Technology Accessibility Statement and Technical Standards.

**Use of Signage Easement Area:** Mr. Pogue advised the Board with regard to the landowner's permitted use of the area within the District's signage easement. Mr. Pogue stated that the landowner's use requires the District's consent. The Board discussed communicating the consent requirement to the landowner and acknowledging that the District would work with the landowner on consent to the landowner's use of the easement area, so long as such use does not interfere with the District's use of the easement area.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board directed Mr. Pogue and the President to communicate to the landowner the District's position regarding landowner use of the easement area and directed the President to execute the District's consent to the landowner's use of the easement area, following receipt of design plans from the landowner and provided that landowner's proposed use of the easement area will not interfere with the District's use of the area.

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### CAPITAL IMPROVEMENT MATTERS

There were no capital improvement matters at this time.

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### OTHER BUSINESS

**Pet Stations in the Community:** The Board discussed adding pet stations in the community.

Following discussion, upon motion duly made by Director Solomon, seconded by Director Mulshine and, upon vote, unanimously carried, the Board approved adding up to 5 pet stations in the community.

## RECORD OF PROCEEDINGS

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**Rules & Regulations for the Community:** The Board reviewed the Rules & Regulations for the community.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board approved the Rules & Regulations for the community, subject to District Manager, President and legal counsel final review.

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### **ADJOURNMENT**

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

Respectfully submitted,

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



May 24, 2024

*Via Email*

Mountain Brook Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Ste. 150  
Lakewood, CO 80228

*Denver Office*

**David A. Firmin**

Direct 303.991.2028

dfirmin@altitude.law

*Re: Altitude Community Law P.C. Legal Services Proposal for Mountain Brook Metropolitan District*

Dear Members of the Board:

Thank you for your interest in the legal services we can provide for your association. Enclosed are materials describing our experience, philosophy, services and fees. We offer a variety of fee programs, including flat fees and retainers, to suit the needs of individual associations. To determine what fee program may best suit Mountain Brook Metropolitan District, please give me a call after you have had a chance to review the enclosed material.

**How we will work with you.** Our experience enables us to partner with your association and your team to provide tailored, creative solutions that best meet the association's unique needs. As the trusted leader in community association law in Colorado, we have over 200 years combined experience and have successfully represented more than 2,800 associations. We make every effort to understand your issues and constraints and will alert you when we see an opportunity or potential problem that is beyond the association's immediate need, while keeping your budget in mind.

**Value-added benefits of partnering with Altitude Community Law P.C.** We are committed to providing our clients with up-to-date information, education and tools to help you govern your community proactively and positively. We offer education programs designed exclusively for board and committee members. The 2024 education schedule is available on our website, [www.altitude.law/education](http://www.altitude.law/education). From our website you also may register for our blog, webinars and e-newsletter, to keep up-to-date on current issues that may impact your association.

**Next steps.** If you desire to hire our firm, please complete and return the 2024 Legal Services and Fee Summary Agreement, which starts on page 3. To take advantage of one of our retainer programs, check the appropriate retainer box on page 7. For more information on our retainer programs, see our flyer on page 21.

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Board of Directors  
Mountain Brook Metropolitan District  
May 24, 2024

**Primary Attorney.** If you decide to move forward with Altitude Community Law P.C., I will be your assigned Primary Attorney. As your primary attorney, my goal is to make sure your relationship with Altitude is as successful as possible. Feel free to contact me with questions or comments after you've had a chance to review the enclosed materials. We would be happy to attend a board meeting to meet you, listen to your concerns and discuss how we can assist your association.

Sincerely,

A handwritten signature in blue ink, appearing to read "DAF", with a large, sweeping flourish extending upwards and to the right.

David A. Firmin  
**Altitude Community Law P.C.**

DAF/ss  
Enc.  
4861-6771-2193 v.1.docx





## 2024 LEGAL SERVICES AND FEE SUMMARY

The following is a summary of fees and charges for legal services being offered by Altitude Community Law P.C. for 2024. For more details, contact your Primary Attorney or email us today at [hoalaw@altitude.law](mailto:hoalaw@altitude.law).

Our retainer programs reduce your association's legal expenditures and simplify the budgeting process by establishing a fixed monthly fee. This fee purchases the essential legal services your association requires, making us available to you as needed. We offer three retainer packages to better fit your needs.

### RETAINER SERVICES AND BENEFITS

For a monthly fee of \$250, retainer clients receive the following legal services and benefits without further charges:

Phone Calls. We will engage in unlimited telephone consultations with a designated board member or association manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

Reduced Hourly Rates. For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys, \$10 per hour less than our non-retainer rates for paralegals, and \$5 per hour less than our non-retainer rates for legal assistants.

In-Office Consultation. We will meet with a designated board member and/or the association's manager in our office or virtually for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

Attendance at Board Meeting. At your request, we will attend one board meeting per twelve-month period for up to one hour. While our attendance at said board meeting is provided at no charge to retainer clients, we will bill you at our reduced hourly rates for our travel time to and from the attorney's primary office location if in-person attendance is requested instead of virtually. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Audit Response Letter. We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review your annual financial audit upon completion.

Periodic Report. We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

DORA Renewal. We will prepare and file your renewal report with DORA if requested.

Credit Card Payments. For Retainer clients, we will accept homeowner payments via credit card.

#### RETAINER PLUS SERVICES AND BENEFITS

For a monthly fee of \$320, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, Retainer Plus clients will receive the following additional service:

Email Consultations. We will engage in 30 minutes of email consultations every month with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

#### PREMIUM RETAINER SERVICES AND BENEFITS

For a monthly fee of \$570, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer and Retainer Plus clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will communicate with your designated board member and the association's manager via email up to 90 minutes every month which includes minor research at no additional charge exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters.

Attendance at One Additional Board Meeting per Year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. While our attendance at said board meetings is provided at no charge to retainer clients, we will bill you at our reduced hourly rates for our travel time to and from the attorney's primary office location if in-person attendance is requested instead of virtually. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

### RETAINER SERVICES GENERALLY

Clients on retainer will remain on their chosen level of retainer until we are notified otherwise in writing.

### FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The association will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The association understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

### NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2024 non-retainer clients are \$120 - \$160 for legal assistants/paralegals, \$330 - \$370 for attorneys. Non-retainer clients are billed hourly for all phone calls. Our attendance at meetings will be billed hourly. Our travel time to and from the attorney's primary office location will also be billed hourly if in-person attendance is requested instead of remote or virtual attendance.

### TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files in an electronic format as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of 10 years, after which it may retain, destroy or otherwise dispose of them.

### PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus, we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law, you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

#### GENERAL TERMS FOR ALL CLIENTS

We represent the association as a corporate entity. We will take our direction for work as instructed by the board or by the manager on behalf of the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long-distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expenses incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the association, we retain the right to obtain any such recorded documents to supplement our file without association approval and at the association's cost. The association's cost will include, but not be limited to, hourly charges for procuring the documents and copying or downloading costs. In order to provide you with the most efficient and effective service we will unless otherwise directed, work through your manager if appropriate.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail.

RESPONSE REQUIRED

If you desire to engage our services, please indicate below which type of service you prefer by checking the appropriate box, execute the acceptance and return it to us via mail, email, or fax. Please note: We do not accept credit card payments for legal services.

Legal Services: (select one)

- Retainer Services
- Retainer Plus Services
- Premium Retainer Services
- Non-Retainer

Collection Services: (no selection required)

Please see Exhibit A for 2024 Legal Collection Services

Billing Preference: (select one)

- Paper and Mailed
- Electronic and Emailed

Email address: \_\_\_\_\_

(please note, only one email address per management company or self-managed association will be used)

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Association Name

By: \_\_\_\_\_  
President/Manager



**EXHIBIT A TO LEGAL SERVICES AND FEE SUMMARY AGREEMENT  
FOR 2024 LEGAL COLLECTION SERVICES**

Fee Structure

This is a flat fee agreement for collection services. The Association will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The Association understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The Association has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the Association terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the Association, the Association shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the Association shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

**Case Intake, Review and Assessment - No charge**

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$100 set-up and review fee per file

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the Association in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

**Demand Letter - \$195**

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or lender after the letter are billed hourly.

Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

Lien Review - \$70

If your management company prepares and files liens, we will, on your behalf, review the lien to verify validity, compliance with law, and handle the recording and release of the lien in order to protect your association from liability.

Lawsuit: - \$455 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the association prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

Interrogatories - \$130

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the association. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

Contempt Citation - \$155

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Appearances at court, including the Contempt Citation hearing and any continuances thereof, as well as bond return hearings will be billed on an hourly basis.

Garnishments - \$155 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the association. We will arrange for service of the necessary documentation and will monitor for responses. Appearances at Court, including any hearings regarding the garnishment, will be billed on an hourly basis.

Payment Plans - \$135 - \$225 (each)

We will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner. We request that interest and late fees not be added to the ledger during payment plans, as long as the

homeowner pays as agreed. Monthly payments amounts are calculated based on no additional interest or late fees being incurred during the payment plan.

#### Motions and Responses - Hourly rates apply

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

#### Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

#### Payoff Calculations - \$130

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

#### Monitoring Lender Foreclosure - \$220 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the association's rights and options throughout the process. Once a sale is completed, we advise the association of the new owner and the association's rights.

#### Monitoring Bankruptcy - \$230 Chapter 7; \$495 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Additional Proof of Claim: \$160

Motion to Dismiss: \$595

Motion for Relief from Stay: \$795

Objection to Plan: \$395

Objections to Confirmation: \$205 for Motion, then hourly if we proceed to an evidentiary hearing

Post-Petition Demand Letters to the bankruptcy attorney and owners: \$50

Motion for Late Filed Claim: \$395

Post-Petition Fees Notice: \$395

All preparation for and appearances in court are charged on an hourly basis.

#### Assessment Increase Notice - \$395

We prepare notice to bankruptcy court of any increase in ongoing debt owed to the association upon receipt of notice from you, including filing proof of claim and letter to bankruptcy attorney or debtor.



Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the association hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the association if different action is necessary.

Receiverships (County Court) - \$450 initial, then hourly. Costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend foreclosure be considered a viable collection remedy in all problem cases. Our fee is based on complexity of circumstances and should reflect value you will receive from monetary results of the foreclosure.

Lien Sales - \$1,000

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

Intent to Redeem - \$1,500 plus costs

We prepare all documents necessary to file and execute an Intent to Redeem with Public Trustee.

Status Report - \$75/month (if not accessed electronically)

We provide online access to each association's collection status report. For more information please contact us. If your association chooses to have us prepare your status report, there will be a monthly fee.

Asset/Person Locations - \$25 - \$100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.

Entry of Judgment - \$150 each

We will prepare Motion and Affidavit to obtain judgment on a stipulation if owner fails to complete it successfully.



## **SERVING HOMEOWNERS ASSOCIATIONS**

Altitude Community Law P.C. is the premier law firm which serves legal needs of community associations. More than 2,800 associations throughout Colorado have chosen us to guide them through the formation, transition and operation of their organizations. Our association clients include condominium, townhome and detached single family associations across the state.

Communities ranging in size from two units to more than 90,000 units have enjoyed the personal attention we provide, along with the depth and breadth of knowledge that only years of experience can yield. More than any law firm, we focus on homeowners associations and covenant controlled communities. We have prepared in excess of 500 sets of rules and architectural control guidelines and assisted over 500 associations in amending or restating their legal documents.

With several offices throughout Colorado, we are able to service our clients in a timely, efficient, and responsive manner.

### **OUR TEAM**

Altitude Community Law was founded in 1988. Our attorneys work as a team to help you in the formation of a new community association, in running your existing association, or resolving disputes involving your association. Adding to the firm's 200 plus years of combined experience are attorneys Elina B. Gilbert, Melissa M. Garcia, David A. Firmin, David A. Closson, William H. Short, Debra J. Oppenheimer, Kiki N. Dillie, Jeffrey B. Smith, Maris S. Davies, Kate M. Leason, Amanda K. Ashley, Sheridan N. Classick, Jeremy B. Fletcher, Angela N. Hopkins, Arianne K. Gronowski, Callee G. Falcon, Brooke J. Shafranek, and Eric R. McLennan.

### **CLIENT SERVICE - OUR NUMBER ONE PRIORITY**

Each member of our firm is committed to providing you with the best legal representation in our field at competitive rates that fit your budget. We also understand that each client has different needs and expectations, and good client servicing is in the eyes of the client, not in the eyes of the firm.

That's why we're committed to getting to know the board members of your association so that we can understand and

meet your needs. By returning your calls promptly, communicating with you regularly, and offering various educational workshops annually, we are always looking for ways to better serve you and to exceed your expectations in a law firm.

By working with you, we can help you accomplish your goals on behalf of your association, and we can make your role as a board member easier by providing you with the tools you need to do your job effectively.

**PREVENTION -  
THE BEST LEGAL  
APPROACH**

The first and best legal solution is preventing disputes and other legal problems. With a strong emphasis on prevention, we draw from our experience to help you lay a proper foundation for the future and avoid costly and destructive pitfalls.

And, while we emphasize prevention, we are also fully prepared to fight for your cause if the need arises. We can represent you to resolve disputes through mediation, arbitration or litigation.

**COMMITMENT  
TO  
EDUCATION**

Education of both community managers and board members has been the backbone of the firm since its inception. At Altitude, we believe that education is the best way to avoid problems in communities and we continually strive to provide the best and most accessible education to not only our clients, but to any directors or managers that want to better understand the industry. Altitude Community Education (ACE) provides numerous lunch forums, webinars, classes, and other educational opportunities to ensure your community's success. For more information please refer to our Education Tab on the Altitude website.

**COUNSEL FOR  
ASSOCIATIONS  
AT ALL STAGES**

We advise associations at all stages of growth; from pre transition to the mature association. Many areas of law converge to govern community associations. We can help you address issues at all stages of a homeowner association's development. In addition to our experience, we have been an advocate for community associations at the Capitol. Our attorneys serve on the Legislative Action Committee for CAI and are aggressively involved in monitoring and testifying in the legislature concerning bills affecting community associations.

**TRANSITION OF**

One of the most pivotal times for a community association is

**CONTROL**

during its transition from developer to homeowner control. The developer controls a common interest community during its formation. As lots or units are sold, transition from developer to homeowner control begins, with owners bearing the responsibility for the association's operation. Ideally this is a process rather than an isolated event. Over time, owners gradually become involved in the governance of the association. Altitude Community Law has assisted hundreds of associations with this process making for a smooth and problem-free transition.

**THE MATURE COMMUNITY ASSOCIATION**

Mature associations function best when they provide services to owners (as set forth in the governing legal documents) and responsibly enforce their governing documents and anticipate changing needs.

**REVIEWING, AMENDING AND INTERPRETING DOCUMENTS**

By periodically reviewing, amending or revising your association's articles of incorporation, bylaws, covenants, and rules, Altitude Community Law can help you build a strong, legally-sound foundation for your community. We can assist you by understanding your goals and redrafting, writing or amending rules, architectural control guidelines and covenants that address your association's needs within the framework of local, state and federal laws. We can also aid you in the proper interpretation and clarification of your governing documents.

**COVENANT ENFORCEMENT**

Two principles apply when addressing enforcement of covenants and rules. Covenants and rules must be carefully written to be enforceable and must be enforced consistently to retain their strength. The same principles apply when dealing with architectural control or design enforcement.

At Altitude Community Law, we can assist you in these important areas through use of our alternate dispute resolution services, or if need be, through our litigation services.

**CREATIVE PROBLEM SOLVING**

We've handled a wide variety of covenant enforcement issues and achieved many successes for our association clients. From painting and landscaping, to pets and parking, we have experience with virtually every imaginable covenant violation. While our goal is to resolve disputes outside of court, when litigation is necessary, we're strong advocates for associations. Not only do we have years of courtroom experience, but we also have years of industry experience-insight that enables us to utilize creative

solutions, as well as anticipate the challenges of a covenant violation lawsuit.

**DEBT  
RECOVERY**

Financial well-being hinges on timely collection of association assessments. In addition to traditional collections methods such as demand letters, liens, and personal lawsuits, we've developed successful alternatives to use when traditional methods fail, including the use of receiverships and foreclosures. In the last two years we've collected over \$10 million in delinquent assessments and fees for our clients. No other firm can claim this degree of success.

Every collection matter in our office is handled by an attorney, not the paralegal-driven model that many law firms use. This difference provides for better representation, higher quality work and better results for our clients.

We are also the first firm to provide clients with online status reports of their collection accounts. The information is real-time account history accessed through a secure online system.

**INSURANCE  
AUDIT**

At every stage of an association's maturity, it is important that the association have adequate insurance not only for the structures and improvements, but also for the board of directors. We can review your current policies for adequate coverage and to determine if your coverage complies with the requirements in your governing documents.

An association that isn't properly insured for general liability and property coverage, director and officer coverage, fidelity insurance, and gap coverage may be susceptible to lawsuits filed by owners. Our insurance audit can assist your association not only by determining any weaknesses in your coverage, but by recommending a more comprehensive insurance plan that will meet your needs and budget.

**DISPUTE  
RESOLUTION/  
LITIGATION**

We emphasize prevention of legal problems through thoughtful and thorough advice and counsel given prior to taking action or entering into transactions. When a legal problem does arise, we will assist you in finding the most practical and cost-effective solution. Our trial attorneys are not only experienced, but also have a long track record of winning in the courtroom. Our goal is to resolve disputes outside of court whenever possible, and all Altitude

Community Law attorneys have had formal training in mediation and negotiation.

But when a resolution cannot be found, we bring our extensive litigation experience to bear on behalf of our clients. We assess with you the benefits of litigation and weigh them against the costs and risks.

A wide variety of problems and needs come up in the course of governing and operating a homeowners association. Often the solution is not obvious. We enjoy taking both a creative and proactive approach and working with you to find legal solutions that allow you to do what your association wants to do. Altitude Community Law has gained a reputation for using ground-breaking methods and solving old problems in refreshing new ways.

Pertinent examples of such creative problem solving include:

- Negotiated and closed the first bond financing in the country by a homeowners association of 15 million dollars for various capital improvements.
- Negotiated and drafted a favorable annexation agreement that provided for substantial payment to the association.
- Identified and implemented procedures to collect working capital contribution from developer for use by association in a build-out community.
- Amended legal documents for a condominium community to create and sell a unit out of the common elements, with the proceeds going to the Association.
- Consolidated two associations into one, eliminating duplicate costs and overhead.

## **FINANCIAL CONSIDERATIONS**

From the beginning of our relationship with you, we welcome an open dialogue about the subject of fees and costs. We know how essential legal services are to your successful operation. We also know you must work within an established budget.

**HOW WE  
CHARGE FOR  
OUR  
SERVICES**

We have made every effort to package our services in a meaningful way that reflects their value to you. We strongly urge all associations to elect to be on one of our popular retainer programs. The retainer programs are set at levels to be a maximum benefit to your community. They further simplify the budgeting process by establishing a fixed monthly fee for certain services.

Additionally, whether you are on one of our retainer programs or not, fees for specific work are frequently quoted on a flat or fixed fee basis. We will work with you to select from these convenient options, or to create an alternative arrangement tailored to suit your needs.



## Debt Recovery



**Kiki N. Dillie :: Shareholder**

*(she / her / hers)*

**Education:** University of Colorado (B.A., 2002); University of Colorado School of Law (J.D., 2008).

**Member:** Colorado Bar Association; Colorado Creditor Bar Association; Community Associations Institute.

**Practice Areas:** Collections.



**Sheridan N. Classick :: Attorney**

**Education:** Metropolitan State University of Denver (B.A., 2015); Gonzaga School of Law (J.D., 2018).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute.

**Practice Areas:** Collections.



**Callee G. Falcon :: Attorney**

**Education:** Oklahoma State University (B.A., 2015); University of Oklahoma College of Law (J.D., 2022).

**Member:** Oklahoma Bar Association and Colorado Bar Association

**Practice Areas:** Collections.

## Litigation/Foreclosure/Covenant Enforcement



**Jeffrey B. Smith :: Shareholder**

**Education:** Providence College (B.A., 2005); University of Denver College of Law (J.D., 2008).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute; Colorado Defense Lawyers Association.

**Practice Areas:** Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law; Foreclosure.



**William ("Bill") H. Short :: Partner**

**Education:** University of Vermont (B.A., 1979); Emory University School of Law (J.D., 1982).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute. Colorado Defense Lawyers Association.

**Practice Areas:** Insurance Defense; D&O Liability; Construction Law; Civil Litigation; Contract Disputes; Fair Housing Law; Covenant and Rule Enforcement Litigation.





**Debra J. Oppenheimer :: Partner**

**Education:** Metropolitan State College (B.S., 1986); University of Texas (J.D., 1989).

**Member:** Colorado Bar Association; El Paso Bar Association; Community Associations Institute.

**Practice Areas:** Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law.



**Kate M. Leason :: Attorney**

**Education:** University of Central Florida (B.A., 1987); University of South Florida (M.L.S., 2003); Barry University, Dwayne O'Andreas School of Law (J.D., 2008).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute; American Association of Law Libraries.

**Practice Areas:** Foreclosure.



**Jeremy B. Fletcher :: Attorney**

*(he / him / theirs)*

**Education:** Regis University (B.A., 2012); New England Law | Boston (J.D., 2017).

**Member:** Colorado Bar Association; Community Associations Institute.

**Practice Areas:** Covenant and Rule Enforcement Litigation

**Transactional**



**Melissa M. Garcia :: Shareholder**

*(she / her / hers)*

**Education:** University of Nevada, Reno (B.A., 1996); California Western School of Law (J.D., 1999).

**Member:** Community Associations Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.



**Elina B. Gilbert :: Shareholder**

**Education:** University of Michigan, Ann Arbor, Michigan (B.A., 1993); University of Detroit Mercy School of Law (J.D., Cum Laude, 1997).

**Member:** American Bar Association; Michigan Bar Association; Community Associations Institute; College of Community Association Lawyers.

**Practice Areas:** Condominium and Homeowners' Association Law.



**David A. Firmin :: Shareholder**

**Education:** University of Denver (B.A., 1991); University of Denver (J.D., 1998).

**Member:** Colorado Bar Association; Southwestern Colorado Bar Association; Community Associations Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.



**David A. Closson :: Shareholder**

**Education:** Colorado State University (B.A., 1995); University of Colorado (M.B.A., 2002); University of Colorado (J.D., 2002).

**Member:** Community Associations Institute.

**Practice Areas:** Business; Condominium and Homeowners' Association Law.



**Maris S. Davies :: Partner**

**Education:** Ithaca College (B.S., 2001); University of Denver (J.D., 2009).

**Member:** Colorado Bar Association; Community Association Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.



**Amanda K. Ashley :: Partner**

**Education:** Central Methodist University (B.A., 2000); Marquette University Law School (J.D., 2004). **Member:** Colorado Bar Association; Adams County Bar Association;

Southwest Colorado Bar Association; Community Associations Institute; Wisconsin Non Resident Lawyer Division; Wisconsin Law Foundation Fellow

**Practice Areas:** Condominium and Homeowners' Association Law.



**Angela N. Hopkins :: Attorney**

**Education:** Metropolitan State University of Denver (B.A., 2015); University of Denver Sturm College of Law (J.D. 2015).

**Member:** Colorado Bar Association – Real Estate Law Section;

**Practice Areas:** Condominium and Homeowners Association Law.



**Arianne K. Gronowski :: Attorney**

*(she / her / hers)*

**Education:** University of Colorado, Boulder (B.A., 2001); University of Denver (J.D. 2004).

**Member:** Colorado Creditor Bar Association

**Practice Areas:** Condominium and Homeowners Association Law



**Brooke J. Shafranek :: Attorney**

*(she / her / hers)*

**Education:** North Carolina State University (B.A. 2014), University of Florida (J.D. 2018)

**Member:** Colorado Bar Association

**Practice Areas:** Condominium and Homeowner's Association Law



**Eric R. McLennan :: Attorney**

**Education:** University of California Santa Barbara (B.A. 1993), University of the Pacific McGeorge School of Law (J.D. 1996)

**Member:** Colorado Bar Association

**Practice Areas:** Condominium and Homeowner's Association Law



# Retainer Program

## Affordable Legal Assistance

**RETAINER** \$250/Month

- Unlimited Phone Calls ✓
- Hourly Rates Reduced (-\$20 Attorney, -\$10 Paralegal, -\$5 Legal Assistant) ✓
- 1 Board Meeting per Year (up to one hour) ✓
- Audit Response ✓
- Periodic Report ✓
- DORA Renewal ✓
- Homeowners Payments Accepted Via Credit Card ✓

**RETAINER PLUS** \$320/Month

- All Standard Plan Perks ✓
- Emails Consultations (up to 30 mins per month) ✓

**RETAINER PREMIUM** \$570/Month

- All Standard and Plus Plan Perks ✓
- 2 Board Meetings per Year (up to one hour per meeting) ✓
- Emails (up to 90 mins per month) ✓

**NOTE:** Unlimited phone calls exclude litigation, foreclosure, covenant enforcement, and document amendments. Please contact us for more details regarding these services.

### WHAT IS THE RETAINER PROGRAM?

Altitude Community Law P.C. offers economical Retainer options to provide your community association with access to legal counsel without having to worry about hourly rates, time spent, meetings attended, or additional money out of the association's account.

### WHAT ARE THE BENEFITS?

The main benefit under the Retainer Program is that it provides HOA Boards with unlimited phone calls! No more legal bill surprises at the end of the month for all those calls with the attorney. You also get reduced hourly rates, attendance at one (or more) Board meetings, and much more all for a fixed monthly fee!

### HOW TO SIGN UP

- 1 Contact Us to Sign Up
- 2 We'll Send A Fee Agreement
- 3 Return the Signed Agreement

**Woohoo! Now You're on Retainer.**

### Contact Us

 (303) 432-9999

 hoalaw@altitude.law

 www.altitude.law



**BOARD OF DIRECTORS ROSTER**

Please complete and email to hoalaw@altitude.law, fax to 303.991.2045 or mail to 555 Zang Street, Suite 100, Lakewood, CO 80228-1011. This information will be used for communication (correspondence, blogs, newsletters, etc.) between our firm and you. It will not be released outside of our firm.

Thank you.

<b>Association Name:</b>	<b>Date:</b>
<b>Website:</b>	

**PRESIDENT**

Name	Phone Number(s)	
Mailing	(H)	(C)
City,	(W)	Fax:
Email		
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):

**VICE PRESIDENT**

Name	Phone Number(s)	
Mailing	(H)	(C)
City,	(W)	Fax:
Email		
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):

**SECRETARY**

Name	Phone Number(s)	
Mailing	(H)	(C)
City,	(W)	Fax:
Email		
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):

**TREASURER**

Name	Phone Number(s)	
Mailing	(H)	(C)
City,	(W)	Fax:
Email		
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):

**MEMBER AT LARGE/ ADDITIONAL BOARD MEMBER**

Name	Phone Number(s)	
Mailing	(H)	(C)
City,	(W)	Fax:
Email		
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):

Mountain Brook MD

Claims paid

6/17/2024

Vendor	Chart of account	Invoice no.	Invoice date	Invoice amount
Environmental Designs, LLC		179576	03/31/2024	300.00
Environmental Designs, LLC	9450 - Miscellaneous	179269	03/27/2024	940.00
Icenogle Seaver Pogue, PC	9300 - Legal	25591	04/30/2024	2,243.50
Permontes Group	7100 - Planning & Engineering	284.001-09	04/17/2024	1,197.50
Simmons & Wheeler	9050 - Accounting	38222	04/30/2024	1,527.51
Simmons & Wheeler	9050 - Accounting	37882	03/31/2024	499.48
Special District Assoc. of Colorado	9200 - Insurance	2024	02/15/2024	326.57
Special District Management Services, Inc.	9100 - District Management	04 30 24	04/30/2024	4,682.82
Splashtacular Waterslides and Water	9675 - Capital Expansion	33222#3	05/14/2024	<u>81,529.00</u>
				93,246.38

**Mountain Brook Metro Dist**  
**Claims List**  
**6/17/2024**

<b>Vendor Name</b>	<b>GL Posting Date</b>	<b>Description</b>	<b>Amount</b>
Basham & Lucas Design Group Inc	4/30/2024	04 Design	1875.00
Basham & Lucas Design Group Inc	5/31/2024	05 Design	9375.00
Environmental Landworks Company Inc	1/31/2024	01 Snow Maintenance	830
Icenogle Seaver Pogue, PC	5/31/2024	05 Legal	690.00
Landmark homes	2/29/2024	02 preconstruction services	20000.00
Special District Assoc. of Colorado	5/31/2024	05 Dist Management	5182.21
Splashtacular Waterslides and Water	5/31/2024	05 Shop Drawings	28393.00
<b>Total</b>			<b>66345.21</b>

Mountain Brook Metropolitan District  
Financial Statements

March 31, 2024



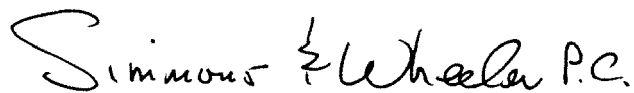
ACCOUNTANT'S COMPILATION REPORT

Board of Directors

Mountain Brook Metropolitan District Management is responsible for the accompanying financial statements of each major fund of Mountain Brook Metropolitan District, as of and for the period ended March 31, 2024, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the three months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Mountain Brook Metropolitan District because we performed certain accounting services that impaired our independence.

Handwritten signature of Simmons & Wheeler P.C. in cursive script.

April 15, 2024  
Englewood, Colorado

Mountain Brook Metropolitan District  
Balance Sheet - Governmental Funds and Account Groups  
March 31, 2024

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
<b>Assets</b>					
<b>Current assets</b>					
Cash in checking	\$ 8,040	\$ -	\$ -	\$ -	\$ 8,040
Cash in Colotrust	158,956	26,048	-	-	185,004
Trustee	-	3,511,939	1,746,985	-	5,258,924
Prepaid Expenses	-	-	-	-	-
Accounts receivable - developer	3,330	-	-	-	3,330
	<u>170,326</u>	<u>3,537,987</u>	<u>1,746,985</u>	<u>-</u>	<u>5,455,298</u>
<b>Other assets</b>					
Amount available in debt service fund	-	-	-	1,746,985	1,746,985
Amount to be provided for retirement of debt	-	-	-	9,969,842	9,969,842
	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,716,827</u>	<u>11,716,827</u>
	<u>\$ 170,326</u>	<u>\$ 3,537,987</u>	<u>\$ 1,746,985</u>	<u>\$ 11,716,827</u>	<u>\$ 17,172,125</u>
<b>Liabilities and Equity</b>					
<b>Current liabilities</b>					
Accounts payable	\$ 45,882	\$ 77,881	\$ -	\$ -	\$ 123,763
Taxes Payable	64,478	-	-	-	64,478
	<u>110,360</u>	<u>77,881</u>	<u>-</u>	<u>-</u>	<u>188,241</u>
Bonds	-	-	-	11,645,000	11,645,000
Developer payable	-	-	-	71,827	71,827
	<u>110,360</u>	<u>77,881</u>	<u>-</u>	<u>11,716,827</u>	<u>11,905,068</u>
<b>Fund Equity</b>					
Fund balance (deficit)	59,965	3,460,106	1,746,985	-	5,267,056
	<u>59,965</u>	<u>3,460,106</u>	<u>1,746,985</u>	<u>-</u>	<u>5,267,056</u>
	<u>\$ 170,325</u>	<u>\$ 3,537,987</u>	<u>\$ 1,746,985</u>	<u>\$ 11,716,827</u>	<u>\$ 17,172,124</u>

Mountain Brook Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Governmental Funds  
Budget and Actual  
For the 3 Months Ended March 31, 2024  
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
<b>Revenues</b>			
Property taxes	\$ 170,403	\$ 48,440	\$ (121,963)
Specific ownership taxes	8,511	1,763	(6,748)
District fees	-	24,158	24,158
Interest income	-	2,241	2,241
	<u>178,914</u>	<u>76,602</u>	<u>(102,312)</u>
<b>Expenditures</b>			
Accounting	17,000	3,481	13,519
Election	-	-	-
Insurance/SDA Dues	4,000	2,998	1,002
Legal	35,000	12,028	22,972
Miscellaneous	1,500	10	1,490
Landscape	-	2,070	(2,070)
Utilities	-	1,139	(1,139)
Management	16,000	10,280	5,720
Treasurer's Fees	2,556	727	1,829
Contingency	270,265	-	270,265
Emergency Reserve	2,282	-	2,282
	<u>348,603</u>	<u>32,733</u>	<u>315,870</u>
Excess (deficiency) of revenues over expenditures	(169,689)	43,869	213,558
Fund balance - beginning	<u>169,689</u>	<u>16,096</u>	<u>(153,593)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 59,965</u>	<u>\$ 59,965</u>

Mountain Brook Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Governmental Funds  
Budget and Actual  
For the 3 Months Ended March 31, 2024  
Capital Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Interest income	\$ 75,000	\$ 169,687	\$ 94,687
	<u>75,000</u>	<u>169,687</u>	<u>94,687</u>
Expenditures			
Capital Projects	3,364,034	118,615	3,245,419
	<u>3,364,034</u>	<u>118,615</u>	<u>3,245,419</u>
Excess (deficiency) of revenues over expenditures	(3,289,034)	51,072	3,340,106
Fund balance - beginning	<u>3,289,034</u>	<u>3,409,034</u>	<u>120,000</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 3,460,106</u>	<u>\$ 3,460,106</u>

Mountain Brook Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Governmental Funds  
Budget and Actual  
For the 3 Months Ended March 31, 2024  
Debt Service Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property taxes	\$ -	\$ -	\$ -
Specific ownership taxes	-	-	-
Interest income	<u>12,000</u>	<u>101,620</u>	<u>89,620</u>
	<u>12,000</u>	<u>101,620</u>	<u>89,620</u>
Expenditures			
Interest Expense	545,875	545,875	-
Trustee/Paying Agent Fees	<u>6,000</u>	<u>4,000</u>	<u>2,000</u>
	<u>551,875</u>	<u>549,875</u>	<u>2,000</u>
Excess (deficiency) of revenues over expenditures	(539,875)	(448,255)	91,620
Fund balance - beginning	<u>1,708,365</u>	<u>2,195,240</u>	<u>486,875</u>
Fund balance - ending	<u>\$ 1,168,490</u>	<u>\$ 1,746,985</u>	<u>\$ 578,495</u>

Mountain Brook Metropolitan District  
Cash Position and Tax Collections  
6/17/2024

First Bank Checking	5/31/2024	18,992.95
Colotrust	5/31/2024	218,379.46
UMB	5/31/2024	2,967,346.49

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<b>Cash in Bank</b>	<b>3,204,718.90</b>
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County Tax Receivable	-
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<b>Total Receivable</b>	<b>-</b>
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County Tax Payable	5,319.58
Current Payables	66,345.21
<b>Accounts Payable</b>	<b>71,664.79</b>

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<b>Net Cash</b>	<b>3,133,054.11</b>
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Mountain Brook Metropolitan District  
First Bank

<u>Date</u>	<u>Description</u>	<u>Deposits</u>	<u>Disbursements</u>	<u>Balance</u>
	<b><u>2023 Ending Balance</u></b>			<b><u>25,288.79</u></b>
1/11/24	10 Bill.com 1055-1057		16,057.66	9,231.13
1/11/24	11 Bill.com 1055-1057		3,159.57	6,071.56
1/30/24	City of Longmont		704.34	<b><u>5,367.22</u></b>
1/30/24	City of Longmont		349.52	5,017.70
2/29/24	03 23 Bill.com 1058		882.18	4,135.52
2/29/24	12 23 Bill.com 1059		2,683.00	<b><u>1,452.52</u></b>
3/19/24	Transfer from Colotrust	15,000.00		16,452.52
3/20/24	12 23 Bill.com 1060-1062		2,899.68	13,552.84
3/20/24	01 Bill.com 1060-1062		8,132.39	5,420.45
3/22/24	City of Longmont		85.39	5,335.06
3/27/24	District Fees	2,714.88		8,049.94
3/29/24	Bank fees		10.00	<b><u>8,039.94</u></b>
4/3/24	Developer Adv	1,417.69		9,457.63
4/10/24	City of Longmont autopaid		561.45	8,896.18
4/23/24	City of Longmont autopaid		47.06	<b><u>8,849.12</u></b>
5/1/24	City of Longmont		572.23	8,276.89
5/1/24	city of longmont		624.35	7,652.54
5/21/24			188.41	7,464.13
5/24/24	Transfer from Colotrust	40,000.00		47,464.13
5/28/24	02 Bill.com		12,979.55	34,484.58
5/28/24	03 Bill.com		7,027.80	27,456.78
5/28/24	04 Bill.com		8,453.83	19,002.95
5/31/24	Bank Fees		10.00	<b><u>18,992.95</u></b>
6/11/24	City of Longmont		8.73	18,984.22
6/11/24	City of Longmont		255.67	18,728.55
6/11/24	City of Longmont		141.82	18,586.73
6/12/24	Transfer to checking	90,000.00		108,586.73
6/18/24	03 Bill.com 1064		300.00	108,286.73
6/18/24	04 Bill.com 1064		940.00	107,346.73
6/18/24	05 Bill.com 1063		81,529.00	25,817.73
	01 Bill.com		830.00	24,987.73
	02 Bill.com		20,000.00	4,987.73
	04 Bill.com		1,875.00	3,112.73
	05 Bill.com		43,640.21	(40,527.48)
				(40,527.48)

**Bank Reconciliation**

5/31/2024	Bank Statement			\$ 18,992.95
	Deposits in Transit			-
	Outstanding Checks	Check #	Amount	-
5/31/2024	Balance			<b><u>\$ 18,992.95</u></b>

**Mountain Brook Metro Dist  
Colostrust  
CO-01-2216-8001**

Date	Description	Debit	Disbursements	Total
				0.00
	<b><u>2023 Ending Balance</u></b>			<b><u>150,271.92</u></b>
1/5/2024	Dist dues	1,477.95		151,749.87
1/9/2024	Dist dues	2,274.75		154,024.62
1/17/2024	Dist dues	5,706.15		159,730.77
1/17/2024	Dist dues	1,182.36		160,913.13
1/29/2024	Dist dues	1,186.27		162,099.40
1/31/2024	Interest	738.94		<b><u>162,838.34</u></b>
2/9/2024	Dist dues	3,524.74		166,363.08
2/24/2024	Dist dues	2,530.72		168,893.80
2/29/2024	Interest	732.57		<b><u>169,626.37</u></b>
3/4/2024	Dist dues	1,492.95		171,119.32
3/4/2024	Dist dues	2,067.00		173,186.32
3/19/2024	Transfer to checking		15,000.00	158,186.32
3/31/2024	Interest	769.62		<b><u>158,955.94</u></b>
4/16/2024	Dist dues	33,040.96		191,996.90
4/23/2024	Dist dues	1,187.72		193,184.62
4/29/2024	Dist dues	5,255.29		198,439.91
4/30/2024	Interest	785.11		<b><u>199,225.02</u></b>
5/6/2024	Dist dues	1,212.36		200,437.38
5/7/2024	Dist dues	14,950.89		215,388.27
5/10/2024	Boulder G	2,087.21		217,475.48
5/10/2024	Boulder B	38,326.97		255,802.45
5/24/2024	Transfer to checking		40,000.00	215,802.45
5/29/2024	Dist dues	1,518.63		217,321.08
5/31/2024	Interest	1,058.38		<b><u>218,379.46</u></b>
6/3/2024	Dist dues	22,708.86		241,088.32
6/7/2024	Dist dues	600.04		241,688.36
6/10/2024	Boulder	5,319.55		247,007.91
6/12/2024	Transfer to checking		90,000.00	157,007.91
				157,007.91

Pledged Rev Transferred  
Debt Tax 2024



Mountain Brook  
Account Name  
12/31/2023

Date	Description	3-1200	3-1203	2-1201	2-1202	Total
		Bond Fund 157329.1	Reserve Fund 157929.2	Project Fund 157929.3	COI Fund 157929.4	
	<b>2023 Ending Balance</b>	<b>646,892.42</b>	<b>1,104,093.32</b>	<b>3,511,939.08</b>	-	<b>5,262,924.82</b>
1/31/2024	Interest	3,115.82	5,317.91	16,915.30	-	25,349.03
2/27/2024	Requisition 9	-	-	(2,380,219.03)	-	(2,380,219.03)
2/29/2024	Interest	2,712.04	4,628.75	14,009.84	-	21,350.63
3/31/2024	Interest	2,592.66	4,425.05	4,172.67	-	11,190.38
4/30/2024	Interest	3,079.18	5,255.49	5,482.55	-	13,817.22
5/31/2024	Interest	2,882.26	4,919.23	5,131.95	-	12,933.44
	 2024 Ending Balance	 661,274.38	 1,128,639.75	 1,177,432.36	 -	 2,967,346.49
5/31/2024	<b>Bank Balance</b>	661,274.38	1,128,639.75	1,177,432.36	-	2,967,346.49
	<b>Difference</b>	-	-	-	-	-
		Bond fund	Surplus fund	Capital Projects		
		661,274.38	1,128,639.75	1,177,432.36		

A-3

y  
y  
y  
y  
  
y  
y



Mountain Brook Metropolitan District  
Property Tax Schedule: Boulder  
12/31/2024

	Property Tax	Specific Ownership	Interest	Treasurer Fees	Total	
December prior		841.38	-	-	841.38	Cash Confirm
January	-	466.35	-	-	466.35	
February	22,615.90	735.40	-	(339.24)	23,012.06	
March	25,824.45	561.30	-	(387.36)	25,998.39	
April	108,166.26	537.22	-	(1,491.49)	107,211.99	
May	4,782.36	561.83	47.82	(72.43)	5,319.58	40,414.18
June	-	-	-	-	-	5,319.55
July	-	-	-	-	-	
August	-	-	-	-	-	
September	-	-	-	-	-	
October	-	-	-	-	-	
November	-	-	-	-	-	
December	-	-	-	-	-	
Collected	<u>161,388.97</u>	<u>2,862.10</u>	<u>47.82</u>	<u>(2,290.52)</u>	<u>162,008.37</u>	45,733.73

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>
Property Taxes	161,388.97	0.00	161,388.97
Specific Ownership	2,862.10	0.00	2,862.10
Interest	47.82	0.00	47.82
Treasurer Fees	<u>(2,290.52)</u>	<u>0.00</u>	<u>(2,290.52)</u>
Total	162,008.37	0.00	162,008.37
Received	<u>156,688.79</u>	<u>0.00</u>	<u>156,688.79</u>
Taxes Receivable	<u>5,319.58</u>	<u>0.00</u>	<u>5,319.58</u>

Mill levys

50	0	50
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B-1

District Name  
 Developer Advances -  
 12/31/24

Transfer Date	Amount	Operating	Cummulative	Interest 7.00%	Capital	Cummulative	Interest 7.00%	Total	Cummulative
3/7/23	0.00	0.00	40560.00	550.06	0.00	0.00	0.00	0.00	11320.80
3/31/23	0.00	0.00	40560.00	200.02	0.00	0.00	0.00	0.00	11320.80
5/30/23	25000.00	25000.00	65560.00	500.05	0.00	0.00	0.00	25000.00	36320.80
6/30/23	0	0.00	65560.00	417.61	0.00	0.00	0.00	0.00	36320.80
9/30/23	0	0.00	65560.00	1239.35	0.00	0.00	0.00	0.00	36320.80
12/31/23	0.00	0.00	65560.00	1239.35	0.00	0.00	0.00	0.00	36320.80
3/31/24	0	0.00	65560.00	1225.88	0.00	0.00	0.00	0.00	36320.80
				0.00					
Total	Total	0.00		6666.96			0	36320.80	
Dev Adv Rec		29,262.89							
Total Developer advance		29262.89							

H-1

Mountain Brook Metropolitan District  
Cash Position and Tax Collections  
6/17/2024

First Bank Checking	5/31/2024	18,992.95
Colotrust	5/31/2024	218,379.46
UMB	5/31/2024	2,967,346.49

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<b>Cash in Bank</b>	<b>3,204,718.90</b>
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County Tax Receivable	-
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<b>Total Receivable</b>	<b>-</b>
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County Tax Payable	5,319.58
Current Payables	66,345.21
<b>Accounts Payable</b>	<b>71,664.79</b>

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<b>Net Cash</b>	<b>3,133,054.11</b>
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**ASSIGNMENT OF  
DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT**

THIS ASSIGNMENT OF DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT (the “Assignment”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between MOUNTAIN BROOK PARTNERS, LLC, a Colorado limited liability company (“Assignor”), and MOUNTAIN BROOK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District” or “Assignee”).

**RECITALS**

A. On June 2, 2021, Assignor and David E. Chaknova Trust and David E. Chaknova Trust, Established November 17, 1997 (collectively, the “Trust”) entered into that certain Detention Pond Easement and Maintenance Agreement (the “Agreement”). All capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

B. Pursuant to the Agreement and as further described therein, Assignor, in its capacity as owner of Outlot U and a stormwater detention pond in Outlot U known as Extended Detention Basin 5 (“EDB5”), granted the Trust a non-exclusive easement for the discharge of storm water from the Trust Property into EDB5. Assignor also agreed to perform routine maintenance of EDB5 and to maintain and repair EDB5 and related improvements. In exchange, the Trust agreed to make an annual contribution payment to Assignor.

C. Pursuant to Paragraph 6 of the Agreement, the Trust acknowledged and agreed that Assignor would convey Outlot U to the District or an HOA, and in connection therewith assign the related EDB5 maintenance obligation to the District or an HOA, as applicable.

D. Assignor conveyed Outlot U to the District pursuant to the Special Warranty Deed recorded with the Clerk and Recorder for Boulder County, Colorado (the “Records”) on April 13, 2023, at Reception Number 04003865.

E. Assignor now desires to assign the Agreement to the District, and the District desires to accept the said assignment and to assume all of Assignor’s rights, duties and obligations pursuant to the Agreement as further set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**TERMS**

1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to the District, as of the Effective Date, all of the Assignor’s rights, duties, obligations, and interest in, to and under the Agreement. The District hereby accepts such assignment and agrees to assume,

from and after the Effective Date, all of the Assignor's rights, duties, and obligations in, to, and under the Agreement.

2. Release. From and after the Effective Date, Assignor shall be released from all rights, duties, and obligations under the Agreement, and the District shall perform and fulfill any and all terms, covenants, obligations, and conditions required to be performed or fulfilled by Assignor under and/or with respect to the Agreement; provided, however, that the District is released and shall be held harmless from any and all obligations and liability related to the Agreement for events arising prior to the Effective Date.

3. Agreement Remains in Effect. Subject to the terms of this Assignment, the Agreement shall remain in full force and effect.

4. Agreement and Assignment Recorded/ Binding Effect. The Agreement has not been recorded but specifically contemplates in Paragraph 9 thereof that it will be recorded in the Records. The District consents to the recording of the Agreement in the Records. This Assignment will be recorded in the Records. This Assignment shall be binding upon and inure to the benefit of each party's respective successors and assigns.

5. Governmental Immunity. Nothing in this Assignment shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

6. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's obligations hereunder are subject to annual appropriations.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

8. Counterparts. This Assignment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**MOUNTAIN BROOK PARTNERS, LLC,  
a Colorado limited liability company**

By: J2 Management, LLC, a Colorado limited liability company, its Manager

By: \_\_\_\_\_  
John Michael Hinson  
Manager

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF DUVAL                 )

The foregoing Assignment of Detention Pond Easement and Maintenance Agreement was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by John Michael Hinson as Manager of J2 Management, LLC, a Colorado limited liability company, Manager of Mountain Brook Partners, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_ .                    \_\_\_\_\_  
Notary Public





## DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT

This Detention Pond Easement and Maintenance Agreement (“Agreement”) is entered into effective as of this 2nd day of June, 2021 by and between **MOUNTAIN BROOK PARTNERS, LLC**, a Colorado limited liability company (“MBP” or “Grantor”), whose address is 700 Ken Pratt Blvd., Suite 113, Longmont, Colorado 80501, and **DAVID E. CHAKNOVA TRUST** and **DAVID E. CHAKNOVA TRUST, ESTABLISHED NOVEMBER 17, 1997** (collectively “Grantee” or “Trust”), whose address is 6897 Pauite Avenue #1, Niwot, Colorado 80503.

### Recitals

A. Grantor is the owner of the real property to be platted and described as:

Outlot U,  
Mountain Brook Subdivision Filing No. 1 Final Plat, according to the plat recorded on June 8, 2023, under Reception No. 2023000032312 (“MB Plat”),  
County of Boulder  
State of Colorado  
as depicted on **Exhibit A**.

B. Outlot U includes a storm water detention pond that is to serve the Mountain Brook Subdivision and is commonly referred to as Extended Detention Basin 5 (“EDB5”) as depicted on **Exhibit B**. MBP is responsible for the construction and subsequent maintenance for EDB5, until assigned as contemplated and allowed by this Agreement.

C. Grantee is the owner of the real property located directly south of the MB Property and directly adjacent to the southwest corner of the proposed Mountain Brook Drive and Dry Creek Drive intersection as shown on the proposed MB Plat, and as described on **Exhibit C** (“Trust Property”).

D. The parties desire to establish an easement to allow certain storm water originating from the Trust Property to be ultimately discharged onto the MB Property and into EDB5.

E. Under the terms of this Agreement, the parties desire to establish maintenance and cost sharing of expenses related to EDB5.

F. MBP, or its assign, will maintain EDB5, and Grantee will contribute funds outlined for its use of EDB5.

### Agreement

In consideration of the mutual covenants contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The above Recitals are incorporated into this Agreement by reference.

2. Trust Storm water Discharge. MBP hereby grants a non-exclusive easement and consents to the discharge of storm water from the Trust Property into EDB5. The storm water discharge from the Trust Property shall be in compliance with and shall not exceed 12.8 CFS (cubic feet per second) which is the maximum amount allowed pursuant to the Mountain Brook Subdivision Final Drainage Report and Mountain Brook Filing 1 Public Improvement Plans approved by the City of Longmont. MBP reserves the right to use and occupy the easement area for any other purpose(s) consistent with the rights and privileges granted under this Agreement and which will not interfere with or endanger the discharge of storm water from the Trust Property into EDB5.

3. EDB5 Maintenance. MBP, or its successor or assign, will perform routine maintenance of EDB5 and the surrounding Outlot U and will maintain and repair EDB5, including any outlets, storm inlets, storm sewers, swales, diversions, and other drainage improvements on Outlot U, in a manner to allow that detention pond to serve its intended purpose and in accordance with applicable laws, ordinances, regulations, standards, and requirements of any governmental agency having jurisdiction over the detention pond.

4. EDB5 Maintenance Costs. As consideration for allowing storm water drainage from the Trust Property to discharge into EDB5, Grantee shall make an annual contribution payment to Grantor ("Contribution Payment"). The initial Contribution Payment will equal the greater of: 1) \$200.00 per year; or 2) the equivalent of 17% of the actual costs and expenses of maintenance, repair, improvement and replacement of EDB5, including any outlets, storm inlets, storm sewers, swales, diversions, and other drainage improvements located on Outlot U. The Contribution Payment shall be due and payable beginning on June 1st after Construction Acceptance of EDB5 by the City of Longmont and thereafter on June 1<sup>st</sup> of each year. Upon mutual written agreement of the parties, the parties may agree to adjust the amount of the Contribution Payment. Any Contribution Payment not made on, or before, June 1st shall be delinquent and shall incur interest at the rate of 18% per annum.

5. Other Maintenance Costs. Subject to the contribution payment set forth in Paragraph 4 above, each party shall be responsible for all costs and expenses related to the maintenance and repair of any other drainage and improvements located on their respective properties.

6. Assignment. The Trust acknowledges and agrees that at some point following completion of the construction of EDB5, MBP intends to convey Outlot U to either the Mountain Brook Metropolitan District ("District") or a homeowners association ("HOA") and assign the related EDB5 maintenance obligation to the appropriate entity. Pursuant to a properly completed and executed conveyance document for Outlot U, the District or HOA will thereafter perform the maintenance to EDB5 required by this Agreement, MBP will be released and relieved of all obligations arising out of this Agreement after the conveyance thereof, and Grantee will continue to pay the Contribution Payment to the appropriate assignee, i.e. the District or HOA, as the case may be.

7. Amendment and Termination. This Agreement may be amended or terminated in whole or in part by an instrument executed by the parties and recorded with the Clerk and Recorder for Boulder County, Colorado.

8. Attorneys' Fees and Costs. In any action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such action or proceeding, including reasonable attorneys' fees, as well as any fees or expenses incurred on appeal.

9. Agreement Recorded/Binding Effect. This Agreement will be recorded with the Clerk and Recorder for Boulder County, Colorado. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns and is a covenant running with the MBP Property and the Trust Property.

10. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be sent via first class mail postage prepaid to the address set forth above, or to such other address as may be provided by Grantee to Grantor in writing, or to the address then on file with the Colorado Secretary of State's office.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and may not be changed except by a written document signed by both parties. This Agreement will be construed according to its fair meaning as if prepared by both parties.

12. Further Assurances. Each party agrees to execute and deliver such additional documents as the other party may from time to time request in order to carry out the intent, and effectuate the provisions, of this Agreement.

13. Third Parties. This Agreement does not create any rights for the benefit of any other persons or entities which are not parties to this Agreement including, without limitation, any governmental authority.

14. Counterparts; Electronic Signatures. The parties may execute this Agreement in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute a single agreement. The parties will accept an email or facsimile transmitted copy of this Agreement executed by one of the parties hereto as a copy of this Agreement originally executed by such Party.


15. Severability of Terms of Agreement. All terms and conditions of this Agreement are severable. Should any one or more of the terms and conditions hereof be void or unenforceable then (a) the remaining provisions shall have full force and effect and (b) those provisions deemed void or unenforceable shall be interpreted, to the extent possible, so as to render such provisions enforceable and in a way consistent with the original intent of the parties.

16. Waiver. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

*[Signatures Begin on Subsequent Page]*

GRANTOR:


**MOUNTAIN BROOK PARTNERS, LLC,**  
a Colorado limited liability company

By:   
Jake Spencer Manager

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF Boulder    )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2021, by Jake Spencer, as Manager of Mountain Brook Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

  
Notary Public

My commission expires: 02/06/2023.

BOBBEJEAN WARNER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984022395  
MY COMMISSION EXPIRES FEBRUARY 6, 2023

GRANTEE: David E. Chaknova Trust

By: David E. Chaknova *David E. Chaknova*

Print Name: David E. Chaknova  
Its: Trustee

GRANTEE: David E. Chaknova Trust, established November 17, 1997

By: *David E. Chaknova*

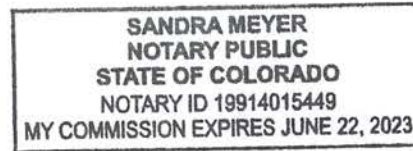
Print Name: David E. Chaknova  
Its: Trustee

STATE OF Colorado )  
 ) ss.  
COUNTY OF Boulder )

The foregoing instrument was acknowledged before me this 2nd day of June, 2021, by David Chaknova, as Trustee of the David E. Chaknova Trust.

Witness my hand and official seal.

Sandra Meyer  
Notary Public  
My commission expires: June 22, 2023

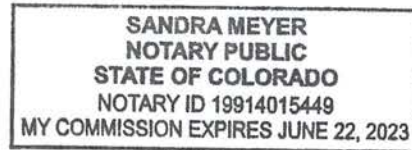


STATE OF Colorado )  
 ) ss.  
COUNTY OF Boulder )

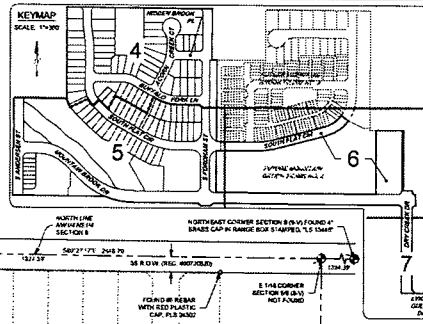
The foregoing instrument was acknowledged before me this 2nd day of June, 2021, by David Chaknova, as Trustee of the David E. Chaknova Trust, established November 17, 1997.

Witness my hand and official seal.

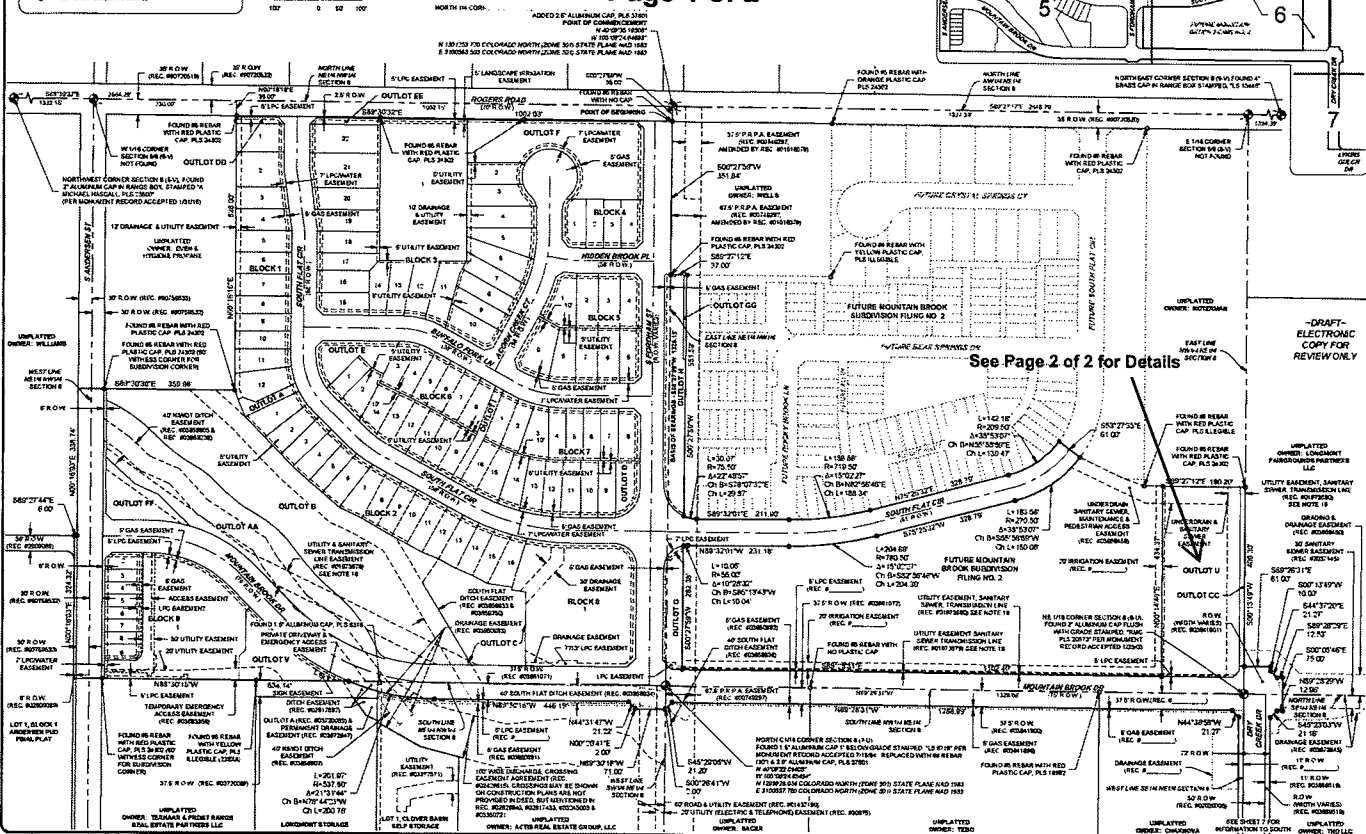
Sandra Meyer  
Notary Public  
My commission expires: June 22, 2023



MOUNTAIN BROOK SUBDIVISION FILING NO. 1  
 FINAL PLAT  
**Exhibit A**  
**Outlet U**  
 Page 1 of 2



- MONUMENT LEGEND**
- SET BY REBAR WITH GREEN PLASTIC CAP OR GALV. PIPE 1 1/2\"/>



See Page 2 of 2 for Details

-DRAFT-  
 ELECTRONIC  
 COPY FOR  
 REVIEW ONLY

NO.	REVISION	DATE	BY	DESCRIPTION
1	ISSUED FOR RECORD	11/11/2014	JK	FINAL PLAT
2	REVISION	11/11/2014	JK	REVISION
3	REVISION	11/11/2014	JK	REVISION
4	REVISION	11/11/2014	JK	REVISION
5	REVISION	11/11/2014	JK	REVISION
6	REVISION	11/11/2014	JK	REVISION
7	REVISION	11/11/2014	JK	REVISION
8	REVISION	11/11/2014	JK	REVISION
9	REVISION	11/11/2014	JK	REVISION
10	REVISION	11/11/2014	JK	REVISION

MOUNTAIN BROOK SUBDIVISION FILING NO. 1  
 FINAL PLAT  
 LONGMONT, BOULDER COUNTY, COLORADO



**Gillman**  
 GILLMAN LAND DEVELOPMENT  
 1400 17TH AVENUE, SUITE 100  
 BOULDER, COLORADO 80502  
 (303) 440-1100  
 www.gillmanland.com







**Exhibit C**

**Parcel 1:**

The E ½ of the E ½ of the SW ¼ of the NE ¼ in said Section 8, Township 2 North, Range 69 West of the 6th P.M.

EXCEPTING THEREFROM that portion described as follows:

Beginning at the SW corner of the above described parcel of land; thence North 355.00 feet; thence East 122.75 feet; thence South 355.00 feet; thence West 122.75 feet to the Point of Beginning, EXCEPTING THEREFROM that portion of subject property Deeded to the City of Longmont by Special Warranty Deed recorded April 5, 2006 at Reception No. 2768141.

County of Boulder, State of Colorado.

also known by street and number as: 9295 Nelson Road, Longmont, CO 80503

**Parcel 2:**

A tract of land in the SW ¼ of the NE ¼ of Section 8, Township 2 North, Range 69 West of the 6th P.M. described as follows:

Beginning at a point in the SW corner of the E ½ of the E ½ of the SW ¼ of the NE ¼ of said Section; thence N 355 feet; thence E 122.75 feet; thence S 355 feet; thence W 122.75 feet to the Point of Beginning.

County of Boulder, State of Colorado.

also known by street and number as: Vacant Land Nelson Road, Longmont, CO 80503

**Parcel 3:**

A tract of land in the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 2 North, Range 69 West, described as follows:

Beginning at the Southeast corner of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 2 North, Range 69 West of the 6th P.M., thence West 100 feet; thence North 435 feet; thence East 100 feet; thence South 435 feet to the Point of Beginning.

County of Boulder, State of Colorado.

also known by street and number as: 9191 Nelson Road, Longmont, CO 80503

# Exhibit C

**Trust  
Property**

Parcel Number:

131508000069

Property Address:

9295 NELSON RD

Location:

LONGMONT

Jurisdiction:

Longmont

Legal Description:

E1/2 E1/2 SW1/4 NE1/4 LESS TR 355 X 122.75 FT M/L & LESS STRIP TO ROW 8-2N-69

Parcel Number:

131508000070

Property Address:

0 NELSON RD

Location:

LONGMONT

Jurisdiction:

Longmont

Legal Description:

A TRACT 355 FT BY 122.75 FT M/L IN E1/2 SW1/4 NE1/4 IN 8-2N-69

Parcel Number:

131508000040

Property Address:

9191 NELSON RD

Location:

LONGMONT

Jurisdiction:

Longmont

Legal Description:

E 100 FT OF S 435 FT OF W 1/2 E 1/2 SW 1/4 NE 1/4 8-2N-69 0.92 ACS M/L PER REC 705982 SEE SPLIT 102151

Dry Creek Dr

Dry Creek Dr

Nelson Rd

Nelson Rd

Nelson Rd

**PROPOSAL FOR:**

Mountain Brook  
Longmont, Colorado  
Amenity Area Construction Administration  
Project #21-63A

**Date:** March 12, 2024

**To:** Mountain Brook Metro District  
c/o Don Hinson  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

Dear Don,

Thank you for the opportunity to submit our professional design service proposal. We intend to provide the architectural construction administration services for the above referenced project. Our services shall include architectural, structural, mechanical, and electrical engineering. Civil and aquatics engineering review shall be by others under separate contract. It is our understanding that the District has hired Conley Smith to be your on-site construction review process. Our scope shall be limited to shop drawing review and normal CA services.

**Part 1: Hourly @ \$150/hr. (Not to exceed \$22,500) \_\_\_\_\_**

**Architectural Shop Drawing Review**

- A. Review of shop drawings to verify their accuracy and compliance with our construction documents.
- B. Distribution of shop drawings to applicable consultants that are under our contract.
- C. Mark-up copies for Contractor distribution (does not include review of civil submittals).

**Note:** This scope does not include anything related to interior design, materials and finishes as specified by Builders Source.

**Part 2: Hourly @ \$150/hr. (Not to exceed \$15,000) \_\_\_\_\_**

**Construction Administration**

- A. Review "Certificate of Payment"
- B. Review change orders and respond to RFI's
- C. Attend on-site meetings as requested. Trips to the site will be invoiced @ **\$1,500 per trip, per design professional, per day** plus travel expenses.
- D. Perform inspections and initiate corresponding inspection reports if necessary.
- E. Creating clarification details.
- F. Creating alternate details.

\*Note: This does not include Owner modifications and/or additions to the plans after completion of the construction documents submitted for permit.

**Part 3: \$5,000 (NTE allowance) \_\_\_\_\_**

**Reimbursable Expenses**

- A. All expenses such as bulk printing cost, courier, postage, reproduction cost, long distance calls, etc., shall be billed at direct cost plus 15%.
- B. Travel expenses shall include lodging and mileage invoiced at the current Federal Rate.



**The following narrative describes our limits of scope and services for construction administration:**

BASHAM & LUCAS DESIGN GROUP, INC. (“BLDG”) shall perform the services limited to and specifically defined in this Agreement, BLDG shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by BLDG.

The review of contractor submittals (for example, shop drawings or project samples) is not included in BLDG’s Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by BLDG (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. BLDG’s review is not a peer review and shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. BLDG’s approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor’s obligations, BLDG shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by BLDG.

Neither site visits for any purpose nor the observation by BLDG of any contractor’s work are included in BLDG’s scope of services unless specifically set forth in this Agreement. If BLDG is engaged to visit the site and conduct observations of a contractor’s work, BLDG shall provide such services at the intervals agreed with Client in writing (including if agreed with Client in writing on a full-time basis) (or if no such interval is agreed upon in writing, then at such intervals as BLDG deems appropriate), subject to any limitations on the number of such visits set forth in this Agreement. The purpose of such observations is to become generally familiar with the progress and quality of the construction work or described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. BLDG shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an architect, BLDG shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor and has the right to authority to reject work that does not conform to the construction documents. Notwithstanding the forgoing, BLDG shall not be responsible for, the acts or omissions of the contractors, subcontractors, or any other persons performing any of the construction work or for the failure of the contractor, subcontractors or any other persons performing any work to carry out their work in accordance with their contractual obligation or other applicable documents. If BLDG’s scope of services includes providing such observation services on a full-time basis, BLDG shall endeavor to provide further information to the Client concerning BLDG-observed defects and deficiencies in the work of such contractor, but the furnishing of such full-time services shall not modify the rights, responsibilities, or obligations of BLDG as described elsewhere in this Agreement, including this paragraph.

END OF SCOPE

**Not included in our Scope of Services:**

- A. Civil, Environmental or Geo-technical Engineering shop drawing review
- B. Shop Drawing Preparation
- C. As-built construction document
- D. Construction Administration including project representation and construction observation on a full time basis.

The above services will be performed for the fees indicated after each item. Our standard hourly rates are available upon request. Payments to **Basham & Lucas Design Group, Inc.** shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of 18% annually shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid. These fees shall be valid for a period of 90 days from the date of this proposal. Any "stop work" order for more than 30 days shall void this contract and all work completed up to that date shall be invoiced based on our percent of completion. All additional terms and conditions are in accordance with the original contract #21-63.

We are extremely excited about your project and look forward to working with you. If you accept this proposal please return the signed proposal and we will begin immediately.

Sincerely,



Paul M. Basham  
President  
Basham & Lucas Design Group Inc.

Accepted by:

\_\_\_\_\_

Authorized Agent

Date



## Basham & Lucas Design Group Inc.

7645 Gate Pkwy Ste 101  
Jacksonville, FL 32256 US  
(904) 731-2323

## INVOICE

BILL TO  
Mountain Brook Metropolitan District  
141 Union Blvd, Suite 150  
Lakewood, CO 80228-1898

INVOICE 10114  
DATE 05/02/2024  
TERMS Due on receipt  
DUE DATE 05/31/2024

PROJECT NAME  
(21-63A) Mtn. Brook CA

CONTRACT SERVICES	CONTRACT	DUE	AMOUNT DUE
Part 1: Architectural Shop Drawing Review - HRLY @ \$150.00/hr (NTE \$22,500)	22,500.00	5.00 % of 22,500.00	1,125.00
Part 2: Construction Administration - HRLY @ \$150.00/hr (NTE \$15,000)	15,000.00	5.00 % of 15,000.00	750.00
Part 3: Reimbursable Expenses - (NTE \$5,000)	5,000.00	0.00 of 5,000.00	0.00

BALANCE DUE **\$1,875.00**

### Estimate Summary

Estimate 20-564	42,500.00
Invoice 10162	9,375.00
This invoice 10114	\$1,875.00
Total invoiced	11,250.00

Pay invoice



## Basham & Lucas Design Group Inc.

7645 Gate Pkwy Ste 101  
Jacksonville, FL 32256 US  
(904) 731-2323

## INVOICE

BILL TO  
Mountain Brook Metropolitan District  
141 Union Blvd, Suite 150  
Lakewood, CO 80228-1898

INVOICE 10162  
DATE 06/04/2024  
TERMS Due on receipt  
DUE DATE 06/30/2024

PROJECT NAME  
(21-63A) Mtn. Brook CA

CONTRACT SERVICES	CONTRACT	DUE	AMOUNT DUE
Part 1: Architectural Shop Drawing Review - HRLY @ \$150.00/hr (NTE \$22,500)	22,500.00	25.00 % of 22,500.00	5,625.00
Part 2: Construction Administration - HRLY @ \$150.00/hr (NTE \$15,000)	15,000.00	25.00 % of 15,000.00	3,750.00
Part 3: Reimbursable Expenses - (NTE \$5,000)	5,000.00	0.00 % of 5,000.00	0.00

BALANCE DUE **\$9,375.00**

### Estimate Summary

Estimate 20-564	42,500.00
Invoice 10114	1,875.00
This invoice 10162	\$9,375.00
Total invoiced	11,250.00

Pay invoice