

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 SPECIAL 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: December 9, 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 or 303-987-0835) of their specific need(s) before the meeting.*

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Call In: 1-719-359-4580

I. PUBLIC COMMENT

- A. Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes per speaker.
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II. 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 October 28, 2024 Regular Meeting (enclosure).
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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 and the cash position statement (enclosure).
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IV. LEGAL MATTERS

- A. Consideration and Approval of Reimbursement Application No. 3 and acceptance of certified costs and public improvements associated therewith (enclosure).
-

- B. Consideration and Approval of Covenant Enforcement Policy (enclosure).
-

- C. Consideration and Approval of Warranty Agreement with Mountain Brook Partners, LLC (enclosure).
-

V. CAPITAL IMPROVEMENT MATTERS

- A. _____

VI. OTHER BUSINESS

- A. _____

- VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD OCTOBER 28, 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 28th day of October, 2024, at 9:00 a.m. The District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Kevin Mulshine, President
Conley Smith, Assistant Secretary
Dale Bruns, Assistant Secretary
Mark Soloman, Assistant Secretary

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

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

Don Burchett; Planning Manager for City of Longmont

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.

PUBLIC COMMENTS

Homeowner mentioned website and letting residents know about the District website, meetings and Xpress bill pay.

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Smith, seconded by Director Soloman and, upon vote unanimously carried, the agenda was approved, as amended, and the absence of Directors Spencer was excused.

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 Smith, seconded by Director Soloman 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.

Consent Agenda:

- Review and approve the Minutes of the August 26, 2024 Regular Meeting.
- Consider Approval of 2025 Annual Administrative Matters Resolution.
- Consider Approval of 2025 Meeting Resolution.
- Consider Approval of 2025 Election Resolution.

Following review, upon motion duly made by Director Smith, seconded by Director Soloman and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

FINANCIAL MATTERS

Claims: Ms. Wheeler reviewed the payment of claims.

Following discussion, upon motion duly made by Director Mulshine seconded by Director Smith, and upon vote the Board ratified the payment of claims.

Unaudited Financial Statements and Cash Position Statement: Ms. Wheeler reviewed with the Board the unaudited financial statements.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Soloman and, upon vote, unanimously carried, the Board accepted the unaudited financial statements.

2024 Audit: The Board considered the engagement of Hiratsuka & Associates for preparation of 2024 Audit, in an amount not to exceed a \$200.00 increase.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Mulshine and, upon vote, unanimously carried, the Board authorized the engagement of Hiratsuka & Associates for preparation of 2024 Audit, in an amount not to exceed a \$200.00 increase.

2024 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received and the President closed the public hearing.

Following review and discussion, upon motion duly made by Director Mulshine, seconded by Director Soloman and, upon vote, unanimously carried, the Board adopted Resolution No. 2024-10-02, Resolution to Amend 2024 Budget.

2025 Budget Hearing: The President opened the public hearing to consider the proposed 2025 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2025 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the President closed the public hearing.

Mr. Wheeler reviewed the estimated year-end 2024 revenues and expenditures and the proposed 2025 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2024-10-03 to Adopt the 2024 Budget and Appropriate Sums of Money and to Set Mill Levies (for the General Fund at 38.575 mills and the Debt Service Fund at 14.783 mills, for a total of 53.358 mills). Upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2024. Mrs. Ripko was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Douglas County and the Division of Local Government not later than December 10 2024. Mrs. Ripko was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2025.

RECORD OF PROCEEDINGS

LEGAL MATTERS

Fourth Amendment to Improvement Acquisition, Advance and Reimbursement Agreement between the District and Mountain Brooks Partner, LLC: The Board reviewed the Fourth Amendment to Improvement Acquisition, Advance and Reimbursement Agreement between the District and Mountain Brooks Partner, LLC.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Fourth Amendment to Improvement Acquisition, Advance and Reimbursement Agreement between the District and Mountain Brooks Partner, LLC.

CAPITAL IMPROVEMENT MATTERS

None.

OTHER BUSINESS

December 23, 2024 Board Meeting: The Board deferred discussion at this time.

Proposal from Push Pedal Pull: The Board reviewed the Proposal from Push Pedal Pull for workout equipment.

Following discussion, upon motion duly made by Director Soloman, seconded by Director Mulshine and, upon vote, unanimously carried, the Board approved the Proposal from Push Pedal Pull for workout equipment.

Trash Can Enforcement: The Board discussed trash can enforcement and determined that no change was needed.

The Board acknowledged the new rate structure from SDMS and Altitude Community Law.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Mountain Brook Metro District
Claims to ratified
12/2/2024

Vendor Name	Vendor Id	Invoice #	GL Posting Date	Description	Amount
Basham & Lucas Design Group Inc	19	10380	10/31/2024	10 24 Design	1909.28
Basham & Lucas Design Group Inc	19	10417	10/31/2024	10 Design	3750.00
Special District Management Services, Inc.	5	140272	10/31/2024	10 District Management	6649.51
T Charles Wilson	4	14447	10/31/2024	2025 Agency fee	695.00
Colorado Special District Property	3	25PL-268-2131	9/30/2024	2025 Prob and Lib	2076.00
Icenogle Seaver Pogue, PC	1	26521	10/31/2024	10 Legal	5389.00
Simmons & Wheeler	2	39375	10/31/2024	10 Accounting	2746.00
Total					23214.79

Mountain Brook Metropolitan District
Cash Position and Tax Collections
12/2/2024

First Bank Checking	10/31/2024	50,442.29
Colotrust	10/31/2024	112,898.98
UMB	10/31/2024	2,730,463.03
Cash in Bank		2,893,804.30
County Tax Receivable		606.25
Total Receivable		606.25
County Tax Payable		-
Current Payables		23,214.79
Accounts Payable		23,214.79
Net Cash		2,871,195.76

Mountain Brook Metropolitan District
First Bank
Acct: 202-130-8291 Routing: 107005047

<u>Date</u>	<u>Description</u>	<u>Deposits</u>	<u>Disbursements</u>	<u>Balance</u>
2023 Ending Balance				<u>25,288.79</u>
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	<u>5,367.22</u>
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	<u>1,452.52</u>
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	<u>8,039.94</u>
4/3/24	District Fees	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	<u>8,849.12</u>
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	city of longmont		188.41	7,464.13
5/24/24	Transfer from Colotrust	40,000.00		47,464.13
5/28/24	02 Bill.com 1069-1073		12,979.55	34,484.58
5/28/24	03 Bill.com 1069-1073		7,027.80	27,456.78
5/28/24	04 Bill.com 1069-1073		8,453.83	19,002.95
5/31/24	Bank Fees		10.00	<u>18,992.95</u>
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 from colotrust	90,000.00		108,586.73
6/18/24	03 Bill.com 1064		1,240.00	107,346.73
6/18/24	05 Bill.com 1063		81,529.00	25,817.73
6/19/24	Transfer from Colotrust	20,000.00		45,817.73
6/21/24	City of Longmont		406.22	45,411.51
6/27/24	05 Bill.com 1065-1068		43,640.21	1,771.30
6/30/24	Bank Fees		20.00	<u>1,751.30</u>
7/1/24	City of Longmont		1,050.07	701.23
7/1/24	City of Longmont		1,502.70	(801.47)
7/2/24	Transfer from Colotrust	10,000.00		9,198.53
7/22/24	City of Longmont		2,553.17	6,645.36
7/25/24	Transfer	40,000.00		46,645.36
7/25/24	02 Bill.com 1074-1077		20,000.00	26,645.36
7/25/24	04 Bill.com 1074-1077		1,875.00	24,770.36
7/25/24	05 Bill.com 1074-1077		545.00	24,225.36
7/25/24	06 Bill.com 1074-1077		7,500.00	16,725.36
7/25/24	01 bill.com 1074-1077		5,600.00	11,125.36
7/31/24	Bank Fees		20.00	<u>11,105.36</u>
8/1/24	Transfer from Colotrust	40,000.00		51,105.36
8/2/24	City of Longmont		3,000.00	48,105.36
8/2/24	City of Longmont		2,938.73	45,166.63
8/2/24	City of Longmont		2,596.93	42,569.70
8/2/24	City of Longmont		3,000.00	39,569.70
8/2/24	City of Longmont		539.97	39,029.73
8/5/24	06 Bill.com 1078-1080		10,694.81	28,334.92
8/5/24	07 Bill.com 1080		777.00	27,557.92
8/21/24	Transfer from Colotrust	30,000.00		57,557.92
8/21/24	City of Longmont		4,456.11	53,101.81
8/31/24	Bank Fees		30.00	<u>53,071.81</u>
9/3/24	06 Bill.com 1082		1,214.50	51,857.31
9/3/24	07 Bill.com 1081-1084		9,862.51	<u>41,994.80</u>
10/11/24	bill.com		21,519.10	20,475.70
10/11/24	Deposit	21,519.10		41,994.80
10/11/24	Transfer from Colotrust	22,000.00		63,994.80
10/23/24	08 Bill.com 1085-1086		7,732.51	56,262.29
10/23/24	09 Bill.com 1087		5,800.00	50,462.29
10/31/24	Bank Fees		20.00	<u>50,442.29</u>
11/18/24	08 Bill.com		9,589.24	40,853.05
11/18/24	09 Bill.com		4,686.37	36,166.68
11/19/24	City of Longmont		28,095.11	8,071.57
11/20/24	Transfer from Colotrust	30,000.00		38,071.57
11/20/24	City of Longmont		10,311.82	27,759.75
	10 Bill.com		23,214.79	4,544.96

Bank Reconciliation

10/31/2024	Bank Statement	50,442.29
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Deposits in Transit

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Mountain Brook Metropolitan District
First Bank
Acct: 202-130-8291 Routing: 107005047

<u>Date</u>	<u>Description</u>	<u>Deposits</u>	<u>Disbursements</u>	<u>Balance</u>
	Outstanding Checks	Check #	Amount	-
10/31/2024	Balance			<u>\$ 50,442.29</u>
				-

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

Date	Description	Debit	Disbursements	Total
	<u>2023 Ending Balance</u>			<u>150,271.92</u>
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
2/9/2024	Dist dues	3,524.74		166,363.08
2/24/2024	Dist dues	2,530.72		168,893.80
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		<u>158,955.94</u>
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		<u>198,439.91</u>
4/30/2024	Interest	785.11		<u>199,225.02</u>
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	District fees	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		<u>217,321.08</u>
5/31/2024	Interest	1,058.38		<u>218,379.46</u>
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
6/17/2024	Dist dues	1,728.71		158,736.62
6/19/2024	Transfer to checking		20,000.00	138,736.62
6/20/2024	Transfer to checking		20,000.00	138,736.62
6/25/2024	Dist dues	621.37		139,357.99
6/28/2024	Dist dues	954.45		140,312.44
6/30/2024	Interest	801.98		<u>141,114.42</u>
7/2/2024	Transfer to checking		10,000.00	131,114.42
7/9/2024	Dist dues	899.99		132,014.41
7/10/2024	Taxes	15,627.28		147,641.69
7/24/2024	Dist dues	5,433.26		153,074.95
7/25/2024	Transfer to checking		40,000.00	113,074.95
7/29/2024	Dist dues	4,101.93		117,176.88
7/31/2024	Interest	625.74		<u>117,802.62</u>
8/1/2024	Transfer to checking		40,000.00	77,802.62
8/6/2024	Dist Dues	27,555.34		105,357.96
8/9/2024	Taxes	539.59		105,897.55
8/12/2024	Dist Dues	1,096.22		106,993.77
8/21/2024	Dist Dues	2,484.25		109,478.02
8/21/2024	Transfer to checking		30,000.00	79,478.02
8/31/2024	Interest	427.74		<u>79,905.76</u>
9/3/2024	Dist Dues	2,065.24		81,971.00
9/6/2024	Dist Dues	2,892.77		84,863.77
9/10/2024	Taxes	620.13		85,483.90
9/16/2024	Dist dues	3,142.35		88,626.25
9/30/2024	Interest	372.92		<u>88,999.17</u>
10/1/2024	Dist dues	5,000.76		93,999.93
10/8/2024	Dist dues	3,885.87		97,885.80
10/10/2024	Taxes	623.37		98,509.17

10/11/2024 Dist dues	2,075.52		100,584.69
10/12/2024 Transfer to checking		22,000.00	78,584.69
10/29/2024 Dist dues	33,942.69		112,527.38
10/31/2024 Interest	371.60		<u>112,898.98</u>
11/5/2024 Dist dues	5,235.47		118,134.45
11/12/2024 Taxes	606.25		118,740.70
11/12/2024 Dist dues	3,940.79		122,681.49
11/15/2024 Transfer to checking		20,000.00	102,681.49
11/20/2024 Transfer to checking		30,000.00	72,681.49
			72,681.49

Pledged Rev Transferred
Debt Tax 2024

A-2

Mountain Brook
Account Name
12/31/2024

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	
	2023 Ending Balance	646,892.42	1,104,093.32	3,511,939.08	-	5,262,924.82
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
6/1/2024	6/1 Bond payment	(272,937.50)	-	-	-	(272,937.50)
6/30/2024	Interest	1,592.87	4,441.39	4,633.40	-	10,667.66
7/31/2024	Interest	1,825.37	5,315.23	5,545.04	-	12,685.64
8/31/2024	Interest	1,657.71	4,817.18	5,025.34	-	11,500.23
9/30/2024	Interest	1,682.49	4,889.03	5,100.42	-	11,671.94
10/11/2024	Requisition	-	-	(21,519.10)	-	(21,519.10)
10/31/2024	Interest	1,600.96	4,652.25	4,794.46	-	11,047.67
	2024 Ending Balance	396,696.28	1,152,754.83	1,181,011.92	-	2,730,463.03
10/31/2024	Bank Balance	396,696.28	1,152,754.83	1,181,011.92	-	2,730,463.03
	Difference	-	-	-	-	-
		Bond fund	Surplus fund	Capital Projects		
		396,696.28	1,152,754.83	1,181,011.92		

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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	38,326.97
June	15,262.67	593.55	-	(228.94)	15,627.28	5,319.55
July	-	539.59	-	-	539.59	15,627.28
August	-	620.13	-	-	620.13	539.59
September	-	623.37	-	-	623.37	620.13
October	-	606.25	-	-	606.25	
November	-	-	-	-	-	
December	-	-	-	-	-	
Collected	176,651.64	5,844.99	47.82	(2,519.46)	180,024.99	60,433.52

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>
Property Taxes	176,651.64	0.00	176,651.64
Specific Ownership	5,844.99	0.00	5,844.99
Interest	47.82	0.00	47.82
Treasurer Fees	(2,519.46)	0.00	(2,519.46)
Total	180,024.99	0.00	180,024.99
Received	179,401.62	0.00	179,401.62
Taxes Receivable	623.37	0.00	623.37

Mill levys 50 0 50

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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	0.00	0.00	65560.00	417.61	0.00	0.00	0.00	0.00	36320.80
9/30/23	0.00	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	0.00	0.00	65560.00	1225.88	0.00	0.00	0.00	0.00	36320.80
6/30/24	0.00	0.00	65560.00	1225.88	0.00	0.00	0.00	0.00	36320.80
9/30/24	0.00	0.00	65560.00	1239.35	0.00	0.00	0.00	0.00	36320.80
Total	Total	0.00		7892.84			0	36320.80	
Dev Adv Rec		29,262.89							
Total Developer advance		29262.89							

H-1

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MOUNTAIN BROOK METROPOLITAN DISTRICT**

A RESOLUTION ACCEPTING DISTRICT ELIGIBLE COSTS AND ACQUIRING PUBLIC IMPROVEMENTS FROM MOUNTAIN BROOK PARTNERS, LLC PURSUANT TO THE IMPROVEMENT ACQUISITION, ADVANCE AND REIMBURSEMENT AGREEMENT

WHEREAS, Mountain Brook Metropolitan District (the “District”) and Mountain Brook Partners, LLC. (“MBP”) entered into that certain Improvement Acquisition, Advance and Reimbursement Agreement dated April 24, 2020, as amended by that certain First Amendment to Improvement Acquisition, Advance and Reimbursement Agreement, dated November 16, 2020, as further amended by that certain Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement, dated December 31, 2021, and as further amended by that certain Third Amendment to Improvement Acquisition, Advance and Reimbursement Agreement, dated October 24, 2022, and as amended by that certain Fourth Amendment to Improvement Acquisition, Advance and Reimbursement Agreement, dated October 24, 2024 (collectively, the “IAARA”), pursuant to which MBP agreed to construct certain public improvements for and on behalf of the District and the District agreed to repay MBP for public improvements, including public improvements transferred to other governmental entities or authorities; and

WHEREAS, capitalizes terms not defined herein shall have the meanings given to them in the IAARA; and

WHEREAS, MBP has completed the construction and installation of public improvements that are being transferred to the City of Longmont, including sanitary sewer, potable water, roads, parks and recreation, landscaping and irrigation improvements (the “Dedicated Improvements”); and

WHEREAS, pursuant to Paragraph 2(a) of the IAARA, in connection with the Dedicated Improvements, MBP has submitted to the District an Application for Acceptance of District Eligible Costs, including all documentation required in connection therewith; and

WHEREAS, MBP has completed the construction and installation of public improvements that will be acquired by the District, including landscaping improvements on District owned property, as more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by reference (the “Acquired Improvements”), and desires to convey the Acquired Improvements to the District via bill of sale, in the form attached hereto as **Exhibit B**; and

WHEREAS, pursuant to Paragraph 2(b) of the IAARA, MBP has submitted to the District an Application for Acceptance of Improvements for the Acquired Improvements, which includes, without limitation: (a) a description of the Acquired Improvements to be dedicated to the District for ownership, operations, and maintenance and the proposed District eligible costs; (b) copies of all contracts and approved changed orders associated with the installation and construction of the Acquired Improvements to be dedicated to the District; (c) copies of any and all warranties associated with the Acquired Improvements and an assignment of such warranties to the District

(as such assignment is attached hereto as **Exhibit C**); (d) evidence of payment to all contractors and subcontractors engaged to install and construct the Acquired Improvements, including lien waivers from the same; (e) certification from an independent engineer stating that such Acquired Improvements have been inspected and are fit for their intended purpose and have been substantially constructed in accordance with the approved plans (attached hereto as **Exhibit D**); (f) a bill of sale conveying the Acquired Improvements to the District (attached hereto as **Exhibit B**); and

WHEREAS, the Application for Acceptance of District Eligible Costs and the Application for Acceptance of Improvements are referred to collectively herein as the “Application”; and

WHEREAS, the District acknowledges that the IAARA requires MBP to provide in connection with the Application for Acceptance of Improvements, certification from an independent engineer (such professional shall not have been previously engaged by MBP on the construction of the Acquired Improvements), and the IAARA also requires the District’s engineer (such engineer to be independent of any engineer engaged by MBP to perform work on the (Acquired Improvements) to provide a cost certification, following review of materials presented in the Application for Acceptance of Improvements; and

WHEREAS, the District desires to waive the foregoing provisions of the IAARA as concern the independence or prior engagement of the District’s engineer or any other engineer involved in the construction of the Acquired Improvements; and

WHEREAS, as required by the IAARA, the District manager has reviewed the Application; the District accountant has issued a cost certification certifying the total amount of the District Eligible Costs associated with the Dedicated Improvements and the Acquired Improvements as attached hereto as **Exhibit E** (the “Account Cost Certification”), and the District engineer has issued a cost certification certifying the total amount of District Eligible Costs associated with the Dedicated Improvements and the Acquired Improvements as attached hereto as **Exhibit F** (the “Engineer’s Cost Certification”), all of which are satisfactory to the District; and

WHEREAS, the District desires to accept the District Eligible Costs for the Dedicated Improvements and the Acquired Improvements and to acquire the Acquired Improvements for ownership, operation and maintenance by the District.

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

1. The Board of Directors of the District (the “Board”) has reviewed the Application and has determined, based on recommendations from the District’s representatives and the Board’s own review of documentation submitted by MBP, to accept the Eligible Costs for the Dedicated Improvements and the Acquired Improvements and to acquire from MBP the Acquired Improvements upon receipt of the executed bill of sale and assignment of warranties in the forms attached hereto.
2. The Board hereby authorizes payment of the Certified District Eligible Costs to be made to MBP as follows:

- a. For the Dedicated Improvements: \$ _____
 - b. For the Acquired Improvements: \$ _____
3. This Resolution shall take effect on the date and at the time of its adoption.

(Signatures Begin On Next Page.)

ADOPTED AND APPROVED THIS 9TH DAY OF DECEMBER, 2024.

**MOUNTAIN BROOK METROPOLITAN
DISTRICT**

By: Kevin Mulshine, President

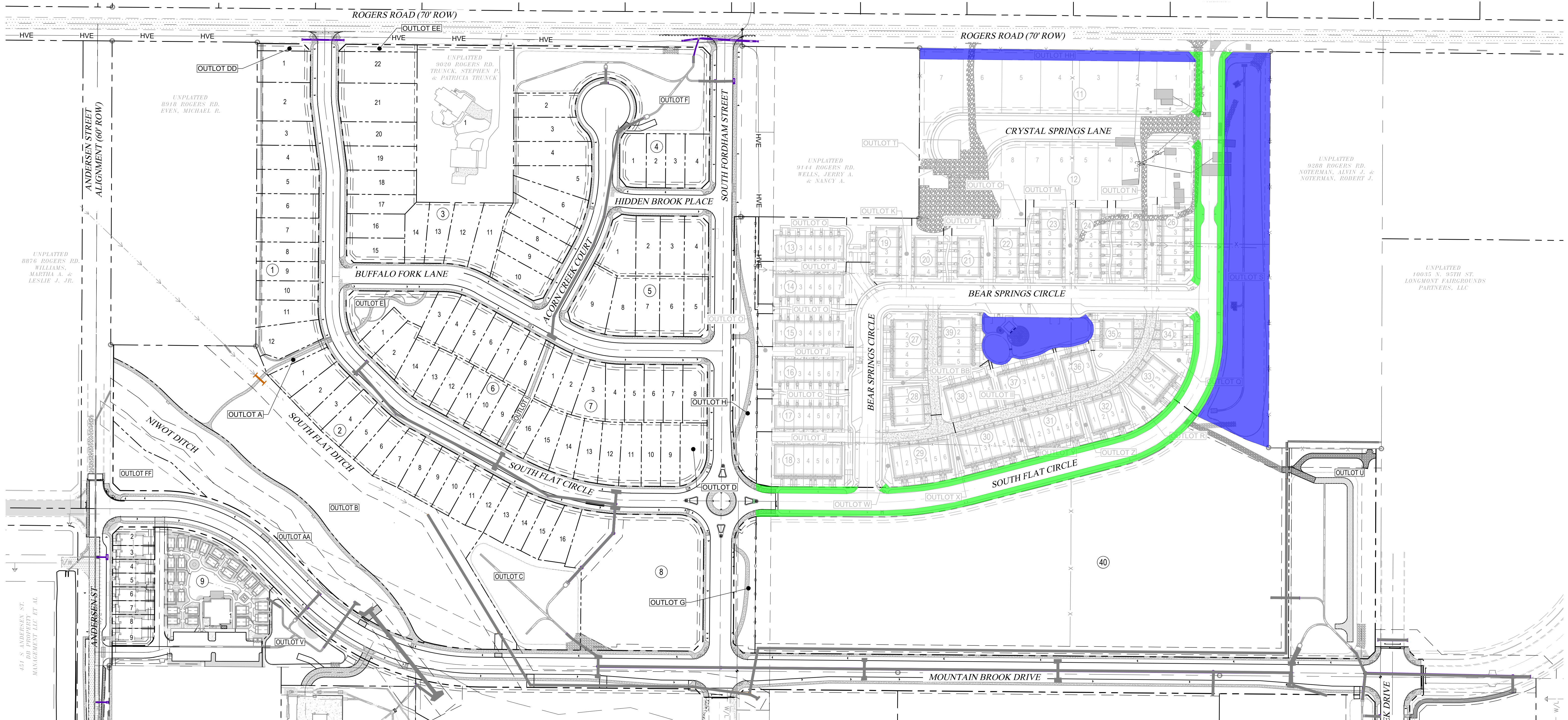
EXHIBIT A

DESCRIPTION AND DEPICTION OF IMPROVEMENTS

The following Improvements are hereby acquired by the District:

Landscaping Improvements*

*As depicted in the highlighted areas contained within the attached map.



District Landscape Exhibit

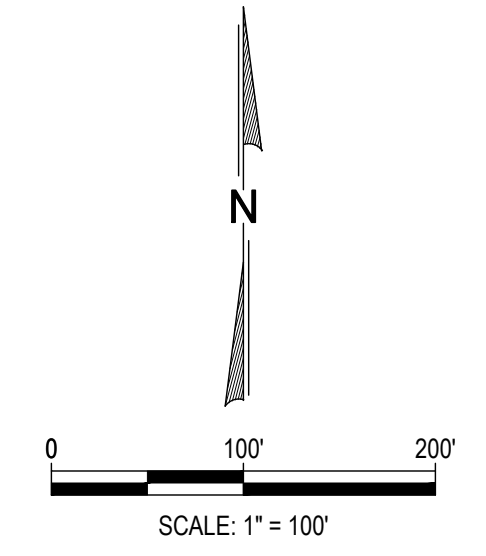


EXHIBIT B

BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that MOUNTAIN BROOK PARTNERS, LLC, a Colorado limited liability company, hereinafter referred to as "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, paid by Mountain Brook Metropolitan District, whose address is c/o Special District Management Services, Inc., 141 Union Blvd., Suite 150, Lakewood, Colorado 80228 (the "District"), has bargained and sold, and by these presents, does grant and convey unto the District, its successors and assigns, all of its right, title and interest in the improvements and facilities described on **Exhibit A** attached hereto and incorporated herein by this reference, and all things of value, including all work product, both tangible and intangible, including legal, accounting, engineering, and management costs related thereto (collectively, the "Improvements"), accruing from the costs associated with the provision of the Improvements.

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the sale of said Improvements made unto the District, and its successors or assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Improvements to the District, and its successors or assigns, is made free from any claim or demand whatever.

IN WITNESS WHEREOF, Grantor, by and through its authorized representatives, hereby executes this Bill of Sale as of this ___ day of _____, 20__.

MOUNTAIN BROOK PARTNERS, LLC,
a Colorado limited liability company

By: _____
Its: _____

Subscribed and sworn to before me this ___ day of _____, 20__.

My commission expires: _____

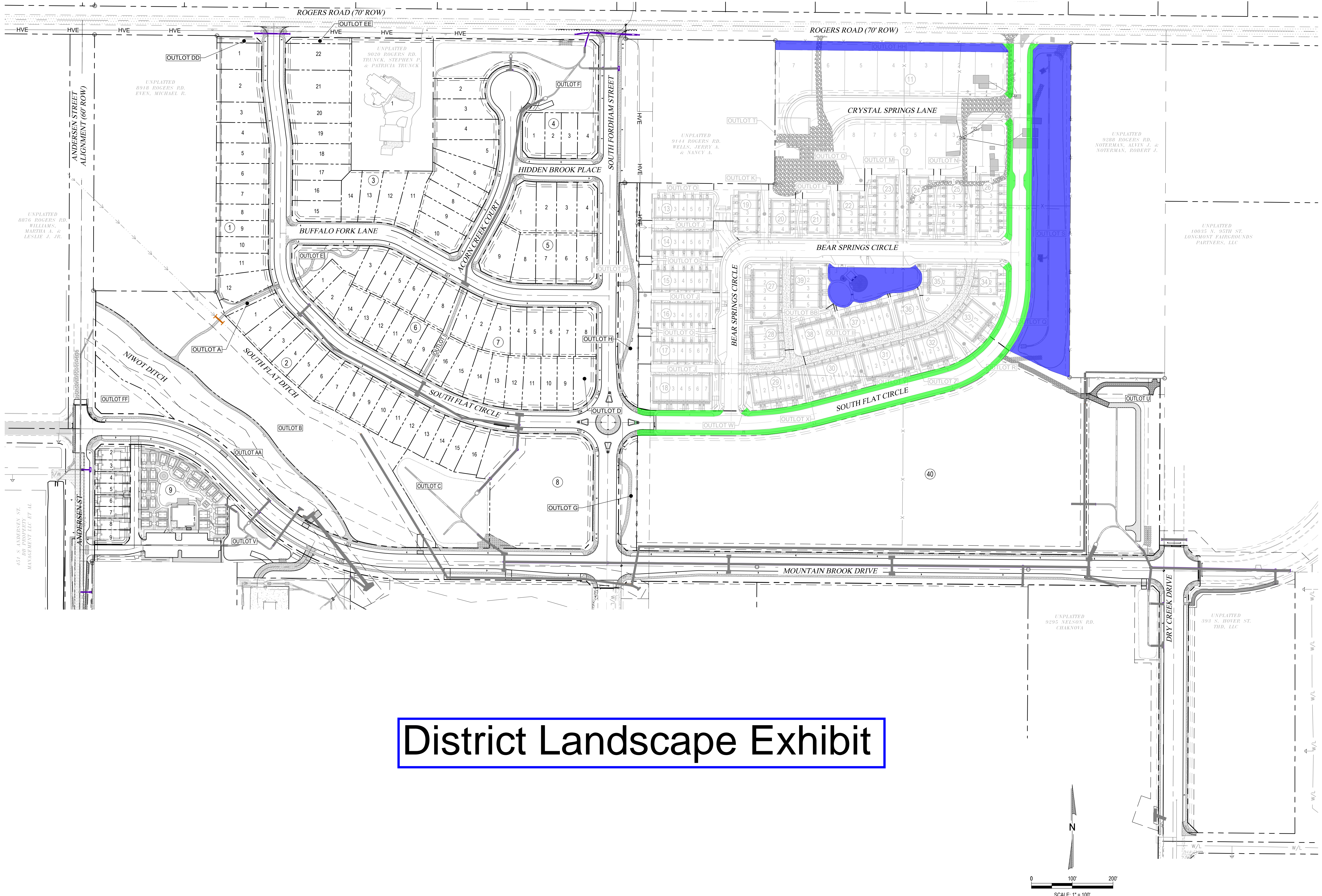
Notary Public

EXHIBIT A

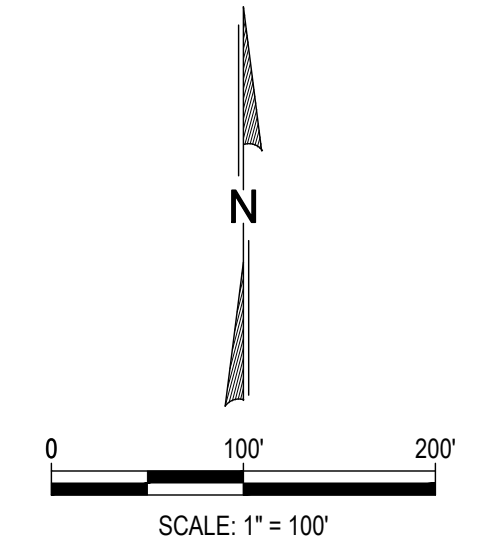
(To Bill of Sale)

Landscaping Improvements*

*As depicted in the highlighted areas contained within the attached map.



District Landscape Exhibit



w/L
w/L
w/L
w/L
w/L
w/L
w/L
w/L

EXHIBIT C

ASSIGNMENT OF WARRANTIES

ASSIGNMENT OF WARRANTIES

THIS ASSIGNMENT OF WARRANTIES is made and entered into this ____ day of _____, 20____, by and between MOUNTAIN BROOK PARTNERS, LLC, a Colorado limited liability company (“MBP”), and MOUNTAIN BROOK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

RECITALS

WHEREAS, MBP and the District entered into that certain Improvement Acquisition, Advance and Reimbursement Agreement dated August 24, 2020, as amended pursuant to the First, Second, Third and Fourth Amendments thereto, regarding, the design, construction, and installation by MBP of public improvements to serve the District and the Mountain Brook development in the City of Longmont, and the acquisition of certain improvements by the District (the “IAARA”); and

WHEREAS, capitalized terms not defined herein shall have the meanings given to them in the IAARA; and

WHEREAS, MBP has constructed or caused to be constructed by its contractors certain public improvements in accordance with the IAARA, as more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by this reference (the “District Improvements”), which are being acquired by the District; and

WHEREAS, in connection with its application for reimbursement of District Eligible Costs pursuant to the IAARA, MBP is required to furnish to the District, among other things, an assignment of any warranties or guaranties pertaining to the District Improvements; and

WHEREAS, MBP desires to assign such warranties to the District, and the District is willing to accept such assignment as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Assignment. MBP hereby assigns to the District, and the District hereby accepts assignment of, any and all of MBP’s contractual warranties, work warranties, materials warranties, equipment warranties, and product warranties issued in connection with the District Improvements installed by MBP or any contractor or subcontractor on MBP’s behalf, and acquired by the District pursuant to the IAARA. The warranties assigned herein include without limitation any and all warranties set forth that certain Mountain Brook Partners LLC Land Development Subcontractor Agreement between MBP and WT Excavating LLC, a Colorado limited liability company, dated June 7, 2021, as such warranties are attached hereto in **Exhibit B** and incorporated herein by this reference. MBP authorizes the District to enforce and prosecute such warranties for a period of two (2) years following the execution of this Assignment or such longer time as the warranties may be in effect (the “Warranty Period”). MBP further agrees to cooperate in the enforcement and prosecution of any and all such warranty claims, including, without limitation, providing records,

drawings, blueprints, specifications, results of materials tests and inspections, and testimony of such witnesses as may be necessary to document any and all warranty claims. In the event and to the extent that any contractor, subcontractor, or supplier does not honor the District's right to enforce any warranties hereunder assigned, MBP shall reasonably cooperate with the District to enforce such rights for and on behalf of the District. To the extent that any warranties are not legally assignable, MBP hereby agrees to enforce such warranties on behalf of the District during the Warranty Period.

2. No Modification. This Assignment does not alter or modify the provisions of the IAARA.

3. Miscellaneous. This Assignment shall be construed in accordance with the laws of the State of Colorado and shall be effective as provided herein.

ASSIGNOR:

MOUNTAIN BROOK PARTNERS LLC:

By: _____
Its: _____

ASSIGNEE:

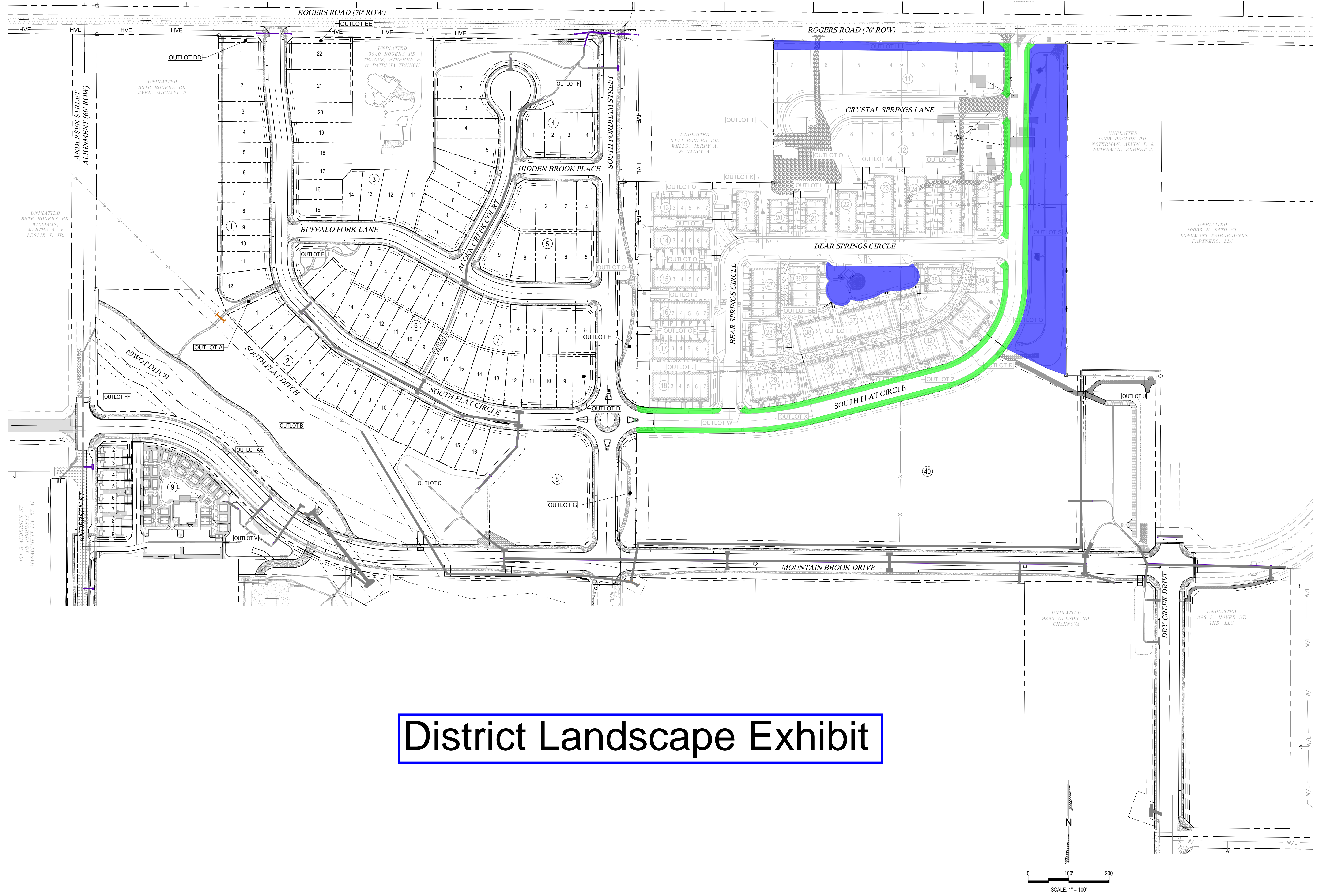
MOUNTAIN BROOK METROPOLITAN
DISTRICT

By: Kevin Mulshine, President

EXHIBIT A
District Improvements

Landscaping Improvements*

*As depicted in the highlighted areas contained within the attached map.



District Landscape Exhibit

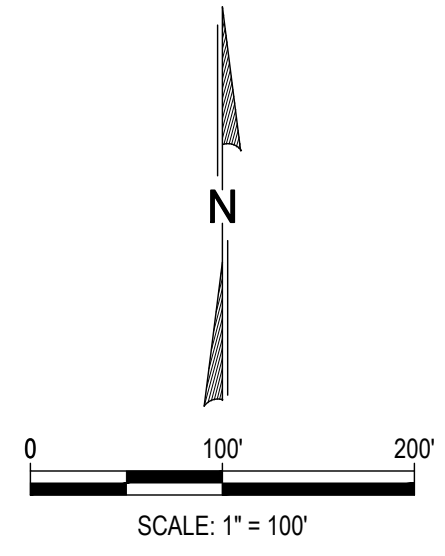


EXHIBIT B

Warranties

ARTICLE 6 – WARRANTY

6.1 Express Warranty. Subcontractor guarantees and specifically warrants to MBP that (a) all materials and equipment furnished or used will be of good quality and new unless otherwise required or permitted by the General Requirements or Trade Scope of Work, (b) the Work and materials supplied will be free from defects not inherent in the quality required or permitted, (c) the Work will be performed in a good and workmanlike manner, (d) the Work will be in strict compliance with all applicable local and state laws, standards and specifications, (e) there will be no material defects in the Work, and (f) the Work will conform with the requirements of the General Requirements, Trade Scope of Work and this Agreement. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by Subcontractor or available in law or equity. The foregoing warranty includes any work performed or material provided by any Agents of Subcontractor. Without in any manner limiting Subcontractor's obligations in Section 6.3 below, this warranty shall be for a period of one (1) year after substantial completion of the Work or for the Governmental Warranty Period (defined below), whichever is longer.

6.2 Correction of Work. Subcontractor shall promptly correct all Work rejected by MBP or MBP's agents as defective or as failing to conform to the requirements of this Agreement or any Trade Scope of Work, whether observed before or after the completion of the Work or final payment of the Price. Subcontractor shall bear all costs associated with correcting such Work. Subcontractor agrees to make all repairs and to correct all defects as determined by MBP within one day in an emergency and within one week, or such other period set forth in a work order issued by MBP, in the case of a non-emergency. MBP shall solely determine if an emergency exists. Subcontractor shall be responsible for all damages, loss, expense and repairs that may occur due to defective work of Subcontractor or Subcontractor's Agents, and to any material placed or performed on top of Subcontractor's Work. If Subcontractor does not timely make any repairs, MBP shall have the right, but not the obligation, to cause such repairs or replacements of the defective items to be made. MBP shall charge the cost of such repairs or replacements directly to the Subcontractor or against any payments due the Subcontractor, together with an administrative fee of 15%. If MBP terminates this Agreement, MBP may withhold from any payments due Subcontractor an amount deemed appropriate by MBP, in its sole discretion, to provide security against pending or possible claims for defective or uncompleted Work, including future warranty work related to Subcontractor's Work.

6.3 Governmental Warranty Requirements. The Project may be subject to a development agreement between MBP and/or the Owner and the city, town and/or county in which the Property is located (the "Development Agreement"). If the Work includes any improvements that will be dedicated to such city, town or county, Subcontractor shall be solely responsible, as part of the Work and at no cost to MBP above the Price, for making all needed and necessary repairs and replacements to the Work as may be required by such city, town and/or county or by the state department of transportation (the "DOT") during the 2 yrs. warranty period set forth in the Development Agreement (the "Governmental Warranty Period"). If the Work includes any private improvements required in the Development Agreement, Subcontractor shall be solely responsible, at no additional cost to MBP, for making all needed and necessary repairs and replacements to the Work as may be required by the city, town, county and/or the DOT during the Governmental Warranty Period. The above obligation is in addition to, and not in place of, the Subcontractor's other warranty obligations under this Article 6.

EXHIBIT D

ENGINEER DESIGN CERTIFICATION

EXHIBIT E

ACCOUNTANT COST CERTIFICATION

EXHIBIT F

ENGINEER'S COST CERTIFICATION

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
MOUNTAIN BROOK METROPOLITAN DISTRICT**

**REGARDING ADOPTION OF COVENANT/DESIGN STANDARD ENFORCEMENT,
FINE IMPOSITION, AND DISPUTE RESOLUTION POLICY**

WHEREAS, Mountain Brook Metropolitan District (the “District”) was organized and exists as metropolitan district pursuant to the provisions of Sections 32-1-101 *et seq.*, C.R.S. (the “Special District Act”); and

WHEREAS, pursuant to Section 32-1-1004(8)(a), C.R.S., the board of a metropolitan district has the power to furnish covenant enforcement and design review services provided that the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement or design review entity; and

WHEREAS, the District is charged with certain enforcement and collection abilities in that certain Creekside at Mountain Brook Single Family Covenants, Conditions and Restrictions recorded with the Boulder County Clerk and Recorder on January 5, 2023 at Reception No. 03993985 (the “Covenants”) within the Creekside at Mountain Brook neighborhood (the “Community”); and

WHEREAS, the Covenants authorize the District to establish and to provide for policies, procedures, regulations and rules, including Design Guidelines, or similar instruments the District is responsible for enforcing on behalf of the Community (collectively with the Covenants, the “Covenants and Design Standards”), as well as the authority, power and right of enforcement, including the levy of fines and the ability to pursue other remedies for non-compliance; and

WHEREAS, pursuant to Section 32-1-1004.5, C.R.S., a metropolitan district engaging in covenant enforcement and design review services must comply with certain procedural requirements, including but not limited to, adopting a written policy governing the imposition and collection of fines and governing disputes between the metropolitan district and a Unit Owner (as defined in Section 32-1-1004.5(1)(h), C.R.S.); and

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

WHEREAS, Section 32-1-1001(1)(j), C.R.S., also provides that until paid, all such fees, rates, tolls, penalties or charges shall constitute a perpetual lien on and against the property served, which lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

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

WHEREAS, the District has determined it is necessary to adopt policies and procedures regarding imposition of fines, hearing procedures, collection of unpaid fees, penalties, and charges, and governing appeals; and

WHEREAS, the Board of Directors of the District (the “Board”) desires to repeal prior policies, acts, orders or resolutions, or parts thereof, by the District related to Covenant and Design Standard enforcement, fines, and disputes, and to adopt a Covenant and Design Standard enforcement, fine imposition, and dispute resolution policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS MOUNTAIN BROOK METROPOLITAN DISTRICT THAT:

1. Adoption of Covenant/Design Standard Enforcement, Fine Imposition, and Dispute Resolution Policy. The Board hereby adopts the Covenant/Design Standard Enforcement, Fine Imposition, and Dispute Resolution Policy attached hereto and incorporated herein as **Exhibit A** (the “Policy”).

2. Posting to Website. In accordance with Section 32-1-1004.5(5)(a)(II), C.R.S., this Policy shall be posted and available on the District’s website, or, if the District is not required to maintain a website, shall be available upon request.

3. Effective Date. This Resolution and the Policy shall take effect immediately upon adoption by the Board.

4. Repealer. All prior policies, acts, orders or resolutions, or parts thereof, by the District related to Covenant and Design Standard enforcement, fines, and disputes are hereby repealed and superseded, including, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

5. Actions to Effective Resolution and Policy. District management, Community management, legal counsel, and all other necessary consultants of the District as authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the Policy. All actions not inconsistent with the provisions of this Resolution and the Policy heretofore taken by the members of the Board, District management, Community management, legal counsel, and consultants of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved, and confirmed.

6. Severability. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

Whereupon a motion was made and seconded, and upon a majority vote this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 9TH DAY OF DECEMBER 2024.

MOUNTAIN BROOK METROPOLITAN DISTRICT

Kevin Mulshine, President

ATTEST:

Peggy Ripko, Secretary

EXHIBIT A

Covenant/Design Standard Enforcement, Fine Imposition, and Dispute Resolution Policy

MOUNTAIN BROOK METROPOLITAN DISTRICT
COVENANT/DESIGN STANDARD ENFORCEMENT, FINE IMPOSITION, AND DISPUTE
RESOLUTION POLICY

The Board of Directors (the “Board”) of Mountain Brook Metropolitan District (the “District”) has adopted the following policies and procedures regarding the enforcement of the Creekside at Mountain Brook Single Family Covenants, Conditions and Restrictions recorded with the Boulder County Clerk and Recorder on January 5, 2023 at Reception No. 03993985 and other subsequently enacted declaration of covenants, conditions, and restrictions, design standards, rules and regulations or similar instruments that the District is responsible for enforcing pursuant to Sections 32-1-1004(8) and 32-1-1004.5, C.R.S. (collectively the “Covenants and Design Standards”), hearing procedures and the imposition and collection of fines, fees, rates, tolls, penalties or charges for violations of the Covenants and Design Standards, and the process for resolving disputes arising with the District related to the enforcement of the Covenants and Design Standards (the “Policy”). This Policy may be terminated, amended or supplemented by action of the Board at any time.

1. Enforcement Party. The Board hereby designates **the Design Review Committee** (the “Enforcement Party”) as the party responsible for enforcing the Covenants and Design Standards on the District’s behalf and implementing this Policy. To ensure Unit Owner (as such term is defined in Section 32-1-1004.5(1)(h), C.R.S., as amended from time to time) compliance with the Covenants and Design Standards, the Enforcement Party shall inspect the Creekside at Mountain Brook neighborhood (the “Community”) at regular and seasonally appropriate intervals as may be directed by the District or set forth in the Covenants and Design Standards. **[Does the District want to indicate how frequently the Enforcement Party should inspect the Community? – once a week, bi-monthly, etc.?)** In addition, the Enforcement Party will review and inspect, on a case-by-case basis, any complaints of an alleged violation (each an “Alleged Violation”) received from a “Reporting Party” (as defined in Paragraph 2 below) in accordance with the procedures set forth in Paragraph 2. Upon a determination by the Enforcement Party that an Alleged Violation of the Covenant and Design Standards has occurred, the Enforcement Party shall take the steps set forth in Paragraphs 3 through 10 of this Policy.

2. Reporting Alleged Violations. Complaints regarding Alleged Violations of the Covenants and Design Standards (“Complaint(s)”) may be reported by property owners, District management, Community management, designated agents, law enforcement, residents, Board members, members of the applicable design review committee/architectural review committee (the “DRC”), and members of any other committees established by the Board or the Covenants and Design Standards (a “Reporting Party”).

A. Complaints Filed with Enforcement Party. All Complaints shall be in writing and submitted to the Enforcement Party for review and investigation. The Complaint shall identify the Reporting Party, the “Alleged Violator” if known by the Reporting Party, and describe each Alleged Violation referencing the specific provisions of the Covenants and Design Standards that the Alleged Violator is alleged to have violated, where and when the Alleged Violation was observed, and any other pertinent information, including, if possible, a photograph or electronic image of the Alleged Violation. If the Enforcement Party cannot determine the nature of the Complaint, the Alleged Violator, or other relevant information, then, at its

discretion, the Enforcement Party may return the Complaint for further information or refuse to investigate the Complaint.

- B. Timing of Complaints. Complaints of Alleged Violations should be submitted to the Enforcement Party as soon as is reasonable and practical after discovery of an Alleged Violation.
- C. Investigation. The Enforcement Party may (a) return the Complaint to the Reporting Party for additional information, if needed, prior to investigating an Alleged Violation, (b) decline to investigate the Complaint if it determines the Alleged Violation is not a violation of the Covenants and Design Standards, or (c) investigate the Alleged Violation further as the Enforcement Party may determine. If the Enforcement Party determines an Alleged Violation has occurred, the Enforcement Party shall take steps set forth in Paragraphs 3 through 10 of this Policy.

3. Notice of Alleged Violation. Upon a determination that an Alleged Violation of the Covenants and Design Standards has occurred, either as the result of a Complaint as set forth in Paragraph 3 or through a routine inspection completed by or on behalf of the Enforcement Party, the Enforcement Party shall send a Notice of Alleged Violation ("Alleged Violation Notice") to the Unit Owner (i) describing the Alleged Violation(s), (ii) describing the action or actions required to cure each Alleged Violation and the timeline for curing the Alleged Violation(s), (iii) fines that may be imposed if the Alleged Violation(s) is not cured by the actions required in the Alleged Violation Notice and by the time period indicated, and (iv) offering the Unit Owner an opportunity to schedule a hearing to dispute the Alleged Violation(s) within thirty 30 calendar days of the date of the Alleged Violation Notice. If an Alleged Violation is of a continuing nature, meaning that it remains present without correction ("Continuing Alleged Violation"), the Alleged Violation Notice shall advise the Unit Owner that they will have thirty (30) calendar days from the date of the Alleged Violation Notice to come into compliance without further sanctions that may be imposed as set forth herein. If an Alleged Violation is not of a continuing nature, meaning an Alleged Violation is a one-time discrete violation, the Alleged Violation Notice shall contain a statement advising the Unit Owner that any additional similar violation ("Recurring Violation") may result in the imposition of an additional fine, after notice and hearing as further set forth in Paragraph 4 herein. Notwithstanding the foregoing, if the Alleged Violation is a Recurring Violation, the Enforcement Party will send a Fine Notice (as defined and provided in Section 4 below).

4. Notice of Fine. If an Alleged Violation is not corrected within the period provided in the Alleged Violation Notice and the Unit Owner has not requested a hearing within the time period provided in the Alleged Violation Notice or if the Alleged Violation is a Recurring Violation by the same Unit Owner, then the Enforcement Party shall send the Unit Owner a notice deeming the Alleged Violation a violation of the Covenants and Design Standards (a "Violation") and imposing a fine (a "Fine Notice") and offering the Unit Owner an opportunity to schedule a hearing to dispute the fine within thirty (30) calendar days of the date of the Fine Notice. The Fine Notice shall state that additional fines may be imposed if the Violation is not cured by the deadline set forth in the Fine Notice.

5. Opportunity to Be Heard. If the Unit Owner requests an opportunity to be heard as set forth in the Alleged Violation Notice or Fine Notice, (a) the Enforcement Party shall serve a written

notice of the deadline by which the Unit Owner must submit a written position statement and (b) the Enforcement Party shall hear and determine all hearings requested by Unit Owner as set forth in this Policy. The Unit Owner shall submit a written position statement containing such information as the Unit Owner deems appropriate (including an opening statement, evidence and written testimony by affidavit or otherwise, and a closing statement). After written position statements have been submitted and heard as part of a hearing before the Enforcement Party, the Enforcement Party shall, within a reasonable time, not to exceed thirty (30) calendar days, render written findings and make a final determination. If the Unit Owner desires to further dispute the Enforcement Party's findings with an Impartial Decision-Maker (as defined herein), the Unit Owner shall follow the Appeals Process set forth in Paragraph 10 below. If the Unit Owner fails to submit a written position statement, the Enforcement Party shall send notice to the Unit Owner that the Unit Owner has waived his or her right to further appeal of the Alleged Violation and/or Fine (the "Waiver Notice") and Unit Owner must cure the Violation and pay the Fine, if applicable, within the timeline stated in the Waiver Notice or be subject to additional Fines set forth in Paragraph 7 herein.

6. Urgent/Emergency Violations. Notwithstanding the procedure set forth herein, if the Enforcement Party reasonably determines that an Alleged Violation threatens the health, safety, prosperity, security, or general welfare of the Unit Owners of the District, then the Enforcement Party shall send the Unit Owner a notice deeming the Alleged Violation an urgent violation of the Covenants and Design Standards ("Urgent Violation") and send a Notice of Urgent Violation ("Urgent Violation Notice") to the Unit Owner (i) describing the Urgent Violation(s), (ii) describing the action or actions required to cure each Urgent Violation, (iii) fines that may be imposed if the Urgent Violation(s) is not cured by the actions required in the Urgent Violation Notice within seventy-two (72) hours, and (iv) offering the Unit Owner an opportunity to schedule a hearing to dispute the Urgent Violation(s) within seventy-two (72) hours of the date of the Urgent Violation Notice. If the Enforcement Party determines that the Unit Owner has not cured the Urgent Violation(s) or has failed to schedule a hearing to dispute the Urgent Violation(s) within seventy-two (72) hours, then the Unit Owner is subject to additional Fines set forth in Paragraph 7 herein and/or the Urgent Violation(s) may be referred to the District's Attorney as set forth in Paragraph 9 herein. If the Unit Owner desires to further dispute the Enforcement Party's findings with an Impartial Decision-Maker (as defined herein), the Unit Owner shall follow the Appeals Process set forth in Paragraph 10 below. Notwithstanding the foregoing or the other procedures set forth herein, if the Enforcement Party reasonably determines that an Alleged Violation is an emergency that imminently threatens the health, safety, prosperity, security, or general welfare of the public and/or Unit Owners of the District if not cured in less than 72-hours then the Enforcement Party can take whatever measures it reasonable determines necessary ("Emergency Violation"). In the event of an Emergency Violation, the Enforcement Party shall send the Unit Owner a notice and follow the procedures set forth above, to the extent applicable, as soon as reasonably practicable after the Enforcement Party's actions.

7. Fines.

A. Fine Schedule. The following Fine schedule ("Fines") has been adopted for Violations of the Covenant and Design Standards:

First Violation	Alleged Violation Notice
-----------------	--------------------------

Second Violation (of same Covenant and Design Standards within one year of the first Violation) or Failure to Cure First Violation	\$100.00
Third Violation (of same Covenant and Design Standards within one year of the first Violation)	\$200.00
Fourth and subsequent Violations (of same Covenant and Design Standards within one year of the first Violation)	\$300.00

If a Unit Owner is determined by the Enforcement Party as having a Continuing Violation, such Unit Owner may be subject to escalating Fines as described herein.

Continuing Urgent Violations: [\$]/every other day until deemed corrected by the Enforcement Party.

- B. Due Dates. Fees, rates, tolls, fines, penalties, charges, or assessments imposed, made or levied for or related to enforcement of the Covenants and Design Standards (collectively referred to herein as a “Fee” or “Fees”), shall be due and payable when imposed, made, levied, or by the deadline set forth in the Fine Notice, unless otherwise provided in the Covenants and Design Standards, this Policy, or any other rules, policies, or resolutions promulgated by the Board.
- C. Receipt Date. The District shall post payments on the day that the payment is received by the District.
- D. Returned Check Charges. In addition to any and all charges imposed under the Covenants and Design Standards, any rule and regulations of the District or this Policy, an additional fee of the District in the amount of twenty dollars (\$20.00) shall be assessed against the Unit Owner for each check or other instrument attributable to or payable for the benefit of such Unit Owner is not honored by the bank or is returned to the District for any reason whatsoever, including but not limited to insufficient funds (the “Returned Check Fee”). The Returned Check Fee shall be due and payable immediately upon demand and shall constitute a Fee of the District as described herein. Notwithstanding this provision, the District shall be entitled to pursue any and all other or additional remedies as may be available. If two or more of an owner’s checks are returned unpaid within any calendar year, all of the owner’s future payments for the next succeeding twelve (12) months shall only be accepted in the form of cashier’s check or money order.
- E. Status as Lien. Pursuant to Section 32-1-1001(l)(j)(I), C.R.S. and Section 32-1-1004.5(3)(b)(I), C.R.S., the Fees do and shall, until paid, constitute a perpetual lien against the Unit served. In accordance with Section 32-1-1004.5(3)(b)(II), C.R.S., the District shall not foreclose on any such perpetual lien that arises from amounts that a Unit Owners owes the District as a result of a Violation of or other enforcement of a failure to comply with the Covenants and Design Standards.
- F. Interest and Penalties Imposed for Nonpayment. The District may impose such penalties for non-compliance herewith as may be permitted by law. Without limiting the foregoing, Fees that are not paid in full when due may be assessed a

late fee of \$15.00 per month, not to exceed 25% of the amount due, pursuant to Section 29-1-1102(3), C.R.S. Interest will also accrue on any due and unpaid Fees, exclusive of said assessed late fee, at the rate of 18% per annum, pursuant to Section 29-1-1102(7), C.R.S. Fees and penalty interest shall be paid in immediately available funds.

- G. Waivers. The Board may waive and/or extend the time for payment of Fees in the exercise of its sole discretion. One waiver or extension shall not be construed as the Board's consent to other or additional waivers or extensions.

8. Collection Process.

- A. After any Fee becomes more than **thirty (30) calendar days** delinquent, the Enforcement Party shall mail or hand deliver to the Unit and the Unit Owner's address a written notice ("First Notice") of non-payment, stating the amount past due, that interest has commenced to accrue as described herein beginning on the 10th day of delinquency, and that payment is due immediately.
- B. After any Fee becomes more than **sixty (60) calendar days** delinquent, the Enforcement Party shall mail or hand deliver to the Unit and the Unit Owner's address a second written notice ("Second Notice") of non-payment, amount past due, notice that interest has accrued, notice of intent to file a lien and request for immediate payment.
- C. After any Fee becomes more than **ninety (90) calendar days** delinquent, the Enforcement Party shall turn the Unit Owner's account ("Delinquent Account") over to the attorney or law firm retained by the Board to assist in collection efforts ("District's Attorney") for collection as further provided in Paragraph 9 herein.
- D. In addition to any other means provided by law, the Board, by resolution and at a public meeting held after notice has been provided to an affected Unit Owner, may elect to have the delinquent Fees certified to the County treasurer, to be collected and paid over by the County treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to Section 39-10-107, C.R.S.
- E. No Fee shall be subject to collection during such time the dispute between the Unit Owner and the District remains on appeal pursuant to Paragraph 10 of this Resolution.

9. Referral of Delinquent Accounts and Violations to Attorneys.

- A. Upon referral of any Delinquent Account or Violation (inclusive of Urgent Violations) to the District's Attorney for delinquent account collection or noncompliance with the Covenants and Design Standards, the District's Attorney shall take all appropriate action to address the referred matter. The Delinquent Account or Violation shall remain with the District's Attorney until the account is settled, has a zero balance, or is written off and until the Violation has been remedied in compliance with the Covenants and Design Standards. The District's

Attorney, in consultation with the Board, may be authorized to take whatever action is necessary and determined to be in the best interests of the District, including, but not limited to:

- i. Filing of a suit against the Unit Owner for injunctive relief to require the Unit Owner to comply with the Covenants and Design Standards;
- ii. Filing of a suit against the delinquent Unit Owner for a money judgment;
- iii. Prepare appropriate paperwork to certify a matter to the county treasurer to collect the delinquent amount in the same manner as taxes;
- iv. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the District's interests; and
- v. Filing a court action seeking appointment of a receiver.

If a Delinquent Account or Violation has been referred to the District's Attorney, then the Enforcement Party shall send the Unit Owner a notice notifying the Unit Owner of the referral and instructing the Unit Owner to direct all future communication regarding the Delinquent Account or Violation to the District's Attorney (a "Legal Referral Notice"). All communication with a Unit Owner regarding the Delinquent Account or Violation shall be handled through the District's Attorney once a Legal Referral Notice has been mailed to the Unit Owner. Neither the Enforcement Party nor any other representative of the District shall discuss the Delinquent Account or Violation directly with a Unit Owner after a Legal Referral Notice has been mailed to the Unit Owner.

- B. Except as provided herein, the District shall be entitled to charge Unit Owners for all costs and expenses associated with collecting any unpaid Fees and addressing a Violation, including attorneys' fees and costs, including without limitation court costs, costs of service, accountants, District management and all other costs incurred in the collection of Fees as described herein (the "Collection Fees"). The Collection Fees incurred by the District shall be due and payable immediately when incurred, upon demand, and shall constitute an additional Fee of the District as described herein. In the event a Unit Owner disputes a Fine in a civil action and prevails, the Court shall award the Unit Owner reasonable attorney fees and costs and the Court shall not award costs or attorney fees to the District. If the District is not the prevailing party in the civil action, the District shall not allocate to the Unit Owner's account any of the District's costs or attorney fees incurred in asserting or defending the claim from revenue that the District collects other than ad valorem property taxes imposed on all taxpayers in the District.
- C. Notwithstanding anything herein to the contrary, an action shall not be commenced or maintained to enforce the terms of any building restriction contained in the Covenants and Design Standards or to compel the removal of any building or improvement in compliance with the Covenants and Design Standards unless the action is commenced within one year after the date that the District first knew or, in the exercise of reasonable diligence, should have known of the violation forming the basis of the action.

10. Appeals – Policy for Addressing Disputes.

- A. Review by Impartial Decision-Maker. If a Unit Owner disagrees with the written findings and determination of the Enforcement Party made pursuant to Paragraph 5 or 6 or if a dispute has arisen between the District and one or more Unit Owners related to the enforcement of the Covenants and Design Standards, the Unit Owner(s) may file a written appeal for review by an Impartial Decision Maker within thirty (30) calendar days of the date of the written decision of the Enforcement Party or the date that the dispute otherwise arose with the District related to the enforcement of the Covenants and Design Standards (in which case the Unit Owner(s) shall become the “Appellant”). Pursuant to Section 32-1-1004.5(1)(d), C.R.S., an “Impartial Decision-Maker” means a person or a group of persons (A) with the authority to make a decision regarding the enforcement of the Covenants and Design Standards that the District enforces pursuant to Sections 32-1-1004.5(1)(d) and 32-1-1004(8), C.R.S., including the enforcement of any architectural requirements; and (B) that does not have any direct personal or financial interest in the outcome of the matter being decided as further defined in Section 32-1-1004.5(1)(d)(II). The District hereby appoints the **Districts Manager, currently Special District Management Services**, as the Impartial Decision-Maker to act as provided in this Policy. Within thirty (30) calendar days of receiving the written appeal from the Appellant, the Impartial Decision-Maker, after a full and complete review of the record and consideration of any information or evidence available with respect to the Violation and/or Fine in question or other dispute that has arisen with the District related to the enforcement of the Covenants and Design Standards, shall issue a written determination regarding the appeal. If an Appellant wishes to appeal the determination of the Impartial Decision-Maker, the Unit Owner shall file a written appeal to the Board of Directors of the District within thirty (30) calendar days of receiving the determination from the Impartial Decision-Maker. In the event a proper and timely request for an appeal to the Board is not made as provided herein, the right to further appeals of the Violation and/or Fine shall be deemed forever waived.
- B. Review by the Board. Upon receipt of an appeal of the Impartial Decision-Maker’s determination from the Appellant, the Board shall serve notice on the Appellant, specifying the time and place of the hearing to be held by the Board regarding the appeal and directing the Appellant to present evidence of why the determination of the Impartial Decision-Maker is not correct. The notice of the hearing shall be served personally or be certified mail return receipt requested or by any mail delivery service that is the equivalent to or superior to certified mail return receipt requested with receipt, receipt verification, delivery speed, and reliability, at least thirty (30) calendar days prior to the hearing. Service may be made on any agent or officer of a corporation of the Appellant. At the hearing, the Enforcement Party, if applicable, Impartial Decision-Maker, and the Appellant shall be entitled to present all evidence that is relevant and material to the dispute, and to examine and cross-examine witnesses. The Board may establish rules and procedures governing the hearing. A record of the hearing shall be maintained. Based on the record established, the Board shall issue a written decision concerning the disposition of the dispute presented to it and shall cause notice of the decision to be hand delivered or sent by certified mail to the Appellant within thirty (30) calendar days after the hearing. Such decision shall be final and binding upon the District and the Appellant and shall constitute the final administrative action of the District.

- C. Civil Action/Mediation. Any party to the hearing aggrieved or adversely affected by an order of the Board may appeal such order to the District Court in and for the County of Boulder (the “Court”), pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. Alternatively, prior to the commencement of any legal proceeding, the Unit Owner and District may submit the outstanding dispute arising out of the enforcement of the Covenants and Design Standards to mediation by agreement of the parties. Either party to the mediation may terminate the mediation process without prejudice. If a mediation agreement is reached, the mediation agreement may be presented to a Court as a stipulation. The stipulation must not include a requirement that the Unit Owner pay additional interest or unreasonable attorney fees. If either party subsequently violates the stipulation, the other party may apply immediately to the Court for relief. If the parties execute a stipulation that the Court deems unfair or that does not comply with the requirements of Section 32-1-1004.5(5)(b), C.R.S., the stipulation is invalid and the Court may award the Unit Owner reasonable attorney fees and costs.

10. Miscellaneous.

- A. Defenses. Failure of the District to comply with any provision in this Policy shall not be deemed a defense to payment of Fees.
- B. Supplement to and Limitations of Constitution and Laws. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Covenants and Design Standards and the laws of the State of Colorado. Additionally, the Board, Enforcement Party, Impartial Decision-Maker, the District’s Attorney, and any other District representatives, as applicable, in acting on behalf of the District and/or in acting as members of or on behalf of the DRC pursuant to the Covenants and Design Standards or this Policy, shall not enforce any bylaws, covenants, guidelines, rules, regulations, or restrictions, however denominated, contained in the Covenants and Design Standards or this Policy, as currently enacted or as the same may be amended or supplemented from time to time, if the Board determines, in its reasonable discretion or upon advice from legal counsel, that: (i) such enforcement may infringe upon constitutional rights of residents of the District against whom the Covenants and Design Standards are contemplated being enforced; or (ii) that such Covenants and Design Standards have been determined by applicable statute, including, but not limited to, Sections 32-1-1004.5(6)-(7), C.R.S., or by a court of competent jurisdiction to be unenforceable as a matter of law. Neither the Covenants and Design Standards nor this Policy shall be construed or interpreted as a grant of authority in excess of the authority granted to the District pursuant to its governing documents, the Covenants and Design Standards, and state law as further limited by the state constitution and other applicable laws.
- C. Actions to Effectuate Resolution. The Enforcement Party, Impartial Decision-Maker, the District’s Attorney, and any other District representatives, as applicable, are authorized and directed to take all actions necessary and appropriate to effectuate this Policy. All actions not inconsistent with the provisions of this Policy heretofore taken by the members of the Board of Directors, Enforcement Party,

Impartial Decision-Maker, the District's Attorney, and any other District representatives, as applicable, and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.

- D. Posting to Website. In accordance with Section 32-1-1004.5(5)(a)(II), this Policy shall be posted and available on the District's website, or, if the District is not required to maintain a website, shall be available upon request.
- E. Repealer. All prior policies, acts, orders or resolutions, or parts thereof, by the District related to Covenant and Design Standard Enforcement, Fines, and Disputes are hereby repealed and superseded, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.
- F. Severability. If any section, paragraph, clause or provision of this Policy shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Policy, it being the intention that the various parts hereof are severable.
- G. Effective Date. This Policy shall take effect immediately upon adoption by the Board.

WARRANTY AGREEMENT

(Outlots P, S, and HH Mountain Brook Subdivision Filing No. 2 Final Plat)

This WARRANTY AGREEMENT (“**Agreement**”) is entered into to become effective as of the 9th day of December, 2024 (the “**Effective Date**”), by and between Mountain Brook Partners, LLC, a Colorado limited liability company, its successors and permitted assigns (“**MBP**”), and Mountain Brook Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). MBP and the District are sometimes collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, MBP has constructed certain public improvements described in Exhibit A (the “**Improvements**”); and

WHEREAS, MBP and the District entered into that certain Bill of Sale, dated 9th day of December 2024, related to the Improvements; and

WHEREAS, on August 24, 2020, the District and MBP entered into that certain Public Improvement Acquisition, Advance and Reimbursement Agreement, as subsequently amended (the “**Acquisition Agreement**”), which provides that MBP must provide the District with an executed Warranty Agreement, in form and substance acceptable to the District, along with MBP’s Application for Acceptance; and

WHEREAS, the District and MBP desire to state their intentions with regards to the warranty for the Improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, MBP and the District hereby agree as follows:

TERMS AND CONDITIONS

1. MBP agrees to warrant, keep in good repair, and to make any repairs or changes required by the District to the Improvements for a period of one year following the execution of this Agreement (the “**Warranty Period**”). MBP further warrants to the District that the Improvements are of good quality and new unless otherwise required or permitted, and that the Improvements conform to the District’s requirements. Improvements not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. MBP agrees to enforce all warranties still in effect until such time that the District accepts ownership of the Improvements, including warranties for materials, subcontractors and material suppliers. To the extent that such warranties are still in effect at the time that the District accepts ownership of the

Improvements in accordance with the Acquisition Agreement, MBP agrees that such warranties will be assigned to the District. To the extent that such outstanding warranties are not legally assignable, MBP hereby agrees to enforce such warranties on behalf of the District.

MBP shall also maintain, if applicable, Colorado Department of Public Health and Environment permits and all other permits in their name until such permits are deactivated or otherwise satisfied and closed and shall maintain the area covered by the permit to the satisfaction of the issuing jurisdiction and the District until such permits are deactivated or otherwise satisfied and closed.

2. MBP hereby represents that no liens or claims have been filed against the Improvements and agrees to resolve any claims at its expense and to indemnify and hold harmless the District, its successors, and assigns against all liabilities, losses and/or damages of any kind arising out of any liens claims, demands, costs, judgments, and/or other expenses associated with any act or omission of MBP related to the Improvements; the foregoing specifically includes, without limitation, attorney's fees. Any and all damage or incidents must be reported to the District immediately after its occurrence.

3. If either party to this Agreement fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, after giving ten (10) days written notice to the other party of the alleged default, and upon said party in default having failed to cure said breach within ten (10) days, the other Party shall have the right to pursue any remedy available by law or in equity.

4. This Agreement, inclusive of any of the rights, obligations, duties and/or authority hereunder, may not be assigned, in whole or in part, by the District or MBP without the prior, written consent of the other parties, which consent shall not be unreasonably withheld. Any assignment made in violation of this Section shall be immediately void and of no force or effect. Consent to one assignment shall not constitute consent to any subsequent assignment, nor shall it constitute a waiver of any right to consent to such subsequent assignment. For purposes of this Agreement, assignments shall include all delegations.

5. This Agreement may only be modified, amended or changed, in whole or in part, by way of a written agreement, executed by both parties with the same formalities as this Agreement.

6. If any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

7. Unfulfilled obligations of the District or MBP arising under this Agreement shall be deemed to survive any expiration, termination by court order, or other end to this Agreement. All such obligations shall be binding upon, and inure to the benefit of, the District or MBP, or both as applicable, their respective successors, assigns, and legal substitutes.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

9. Nothing in this Agreement shall be construed to constitute a waiver, in whole or in part, of any of the District's rights and protections under the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S.

10. Nothing expressed or implied in this Agreement is intended confer upon, or give to, any third person or entity that is not a party hereto any right, remedy, or claim hereunder. All of the covenants, terms, conditions, and provisions of this Agreement exist for the sole and exclusive benefit of the District, and MBP.

11. Except as otherwise provided herein, all notices or payments given under this Agreement must be made in writing and shall be hand delivered, sent by Certified U.S. Mail with return receipt requested, sent via First Class U.S. Mail, or sent via facsimile to the following addresses:

To the District: Mountain Brook Metropolitan District
c/o Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Alan D. Pogue

To MBP: Mountain Brook Partners, LLC
700 Ken Pratt Blvd., Suite 113
Longmont, Colorado 80501
Attn: Jake Spencer

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after sent via email, hand delivery or facsimile, or three (3) days after deposit with the United States Postal Service. Either the District or MBP may change the address to which future notices shall be sent by written notice, sent as described above.

12. In the event of any litigation involving the District or MBP concerning the subject matter of this Agreement, the prevailing party in such litigation shall receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs, expenses and attorney's fees incurred by said prevailing party during litigation.

13. The District and MBP each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their respective obligations hereunder.

14. This Agreement shall be performed in accordance with, and to the extent permitted by, all

applicable laws, rules, regulations, ordinances and/or similar directives of the jurisdiction in which this Agreement is performed. MBP declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the consulting services under this Agreement.

15. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein. No waiver of any default hereunder shall be deemed to constitute a waiver of any subsequent default hereunder.

16. This Agreement shall inure to, and be binding upon, the District and/or MBP and their respective successors and assigns.

17. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature Pages Follow]

Entered into and executed as of the date first written above.

MBP:

MOUNTAIN BROOK PARTNERS LLC,
a Colorado limited liability company

By: _____
Its: _____

DISTRICT:

**MOUNTAIN BROOK METROPOLITAN
DISTRICT**, a quasi- municipal corporation and
political subdivision of the State of Colorado

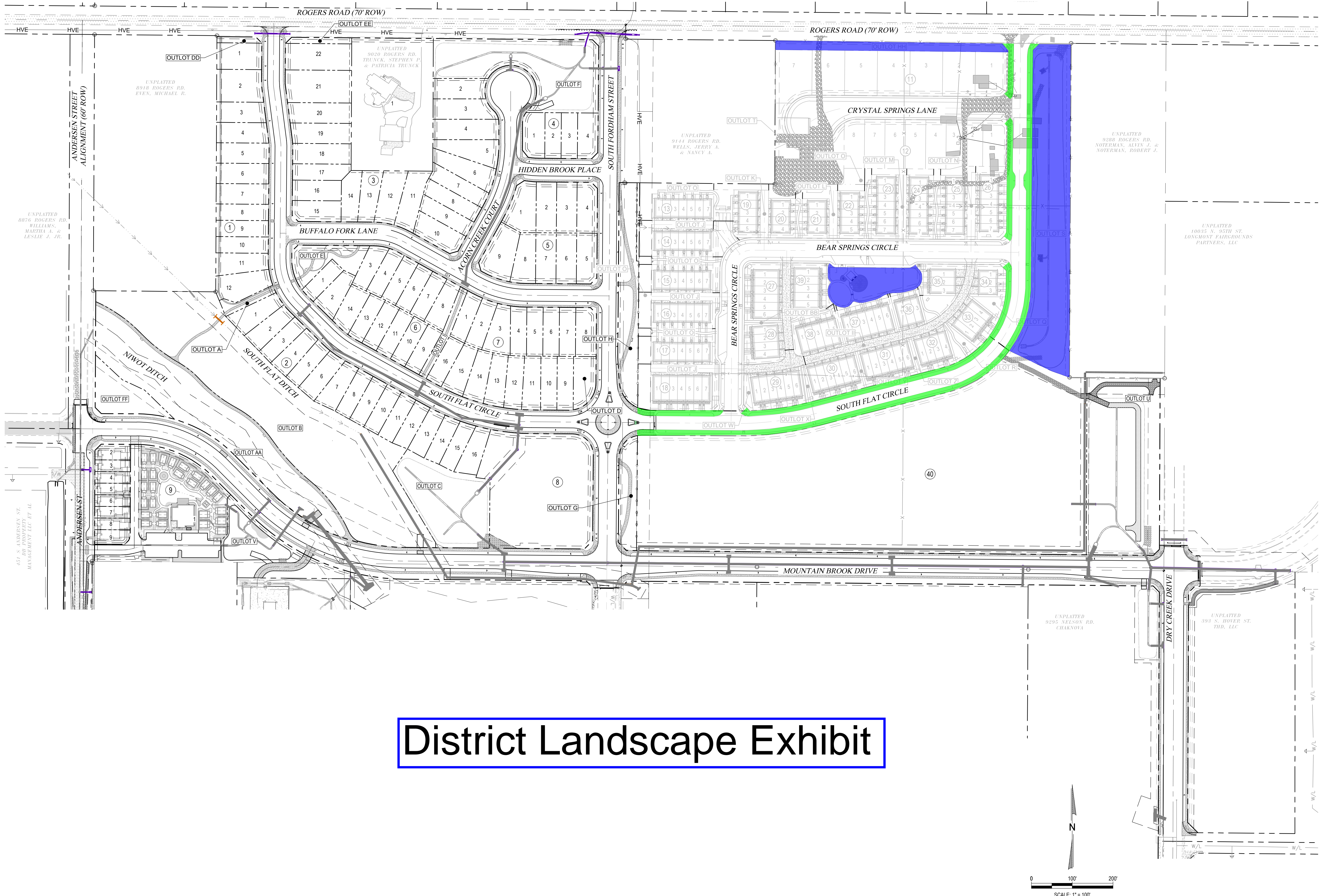
By: Kevin Mulshine, President

EXHIBIT A to WARRANTY AGREEMENT

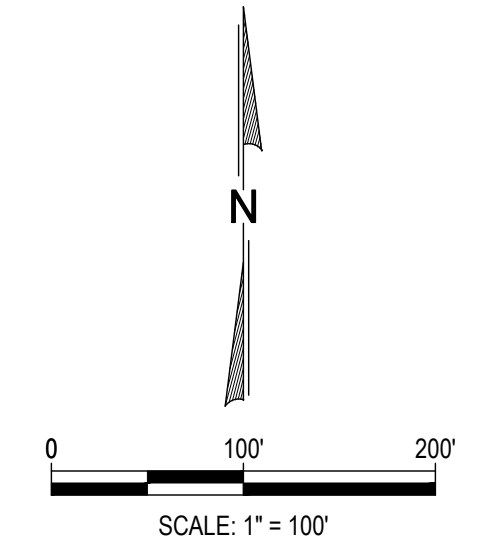
Improvements

Landscaping Improvements*

*As depicted in the highlighted areas contained within the attached map.



District Landscape Exhibit



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