

District
#109.50/ QA

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

**AMENDED AND RESTATED
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
REUNION METROPOLITAN DISTRICT**

CONCERNING THE IMPOSITION OF DISTRICT FEES

WHEREAS, Reunion Metropolitan District (the “**District**”) was formed pursuant to §§32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by and Order and Decree of the District Court for Adams County, Colorado, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on December 27, 2000 at Reception No. C0745593 (the “**Reunion Organizational Order**”) and after approval of the District’s eligible electors at an election; and

WHEREAS, the District is part of a multiple district structure which includes North Range Metropolitan District No. 2, North Range Metropolitan District No. 3, North Range Metropolitan District No. 4 and North Range Metropolitan District No. 5 (the “**North Range Districts**”, and collectively with the District, the “**Districts**”); and

WHEREAS, the North Range Districts were each organized by Order and Decree of the District Court for Adams County, Colorado, recorded in the real property records of the Clerk and Recorder of Adams County Colorado as follows:

North Range Metropolitan District No. 1, recorded on December 27, 2000, at Reception No. C0745262;

North Range Metropolitan District No. 2, recorded on December 27, 2000, at Reception No. C0745263;

North Range Metropolitan District No. 3, recorded on December 31, 2001, at Reception No. C0907156;

North Range Metropolitan District No. 4, recorded on December 31, 2001, at Reception No. C0907157;

North Range Metropolitan District No. 5, recorded on December 31, 2001, at Reception No. C0907158

(each an “**Organizational Order**” and together with the Reunion Organizational Order, collectively the “**Organizational Orders**”); and

WHEREAS, pursuant to the Service Plan for the Reunion Metropolitan District, f/k/a Buffalo Hills Metropolitan District, as amended (the “**Service Plan**”) a District Operating Services Agreement dated April 11, 2016 (the “**Operating Agreement**”), and a Mill Levy Equalization and Pledge Agreement dated April 11, 2016 (the “**Mill Levy Equalization Agreement**”), the District is responsible for providing for the operation and maintenance of certain park and recreation facilities and services (the “**Recreation Services**”) for its benefit and for the benefit of the North Range Districts, including the recreation center and appurtenant facilities (the “**Recreation Facilities**”) and other services addressed herein; and

WHEREAS, pursuant to a Management Agreement dated July 1, 2007, between the District, the Reunion Homeowners Association, Inc. (the “**HOA**”) and North Range Metropolitan District No. 1, as amended on October 7, 2008 (the “**Management Agreement**”), the District is responsible for providing covenant enforcement, architectural review and approval and other administrative services, pursuant to the Declaration for Reunion Homeowners Association, Inc. recorded with the Adams County Clerk and Recorder at Reception Number C1015847 on August 27, 2002 (the “**HOA Declaration**”), for its benefit and for the benefit of North Range Metropolitan District No. 1 and the HOA; and

WHEREAS, the District is responsible for providing covenant enforcement, architectural review and approval and other administrative services, pursuant to the Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 1 Area within Reunion, as recorded with the Adams County Clerk and Recorder at Reception Number 2010000034358 on May 25, 2010, as supplemented from time to time (the “**District No. 1 Declaration**”); and

WHEREAS, the District is responsible for providing covenant enforcement, architectural review and approval and other administrative services, pursuant to the Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 2 Area within Reunion, as recorded with the Adams County Clerk and Recorder at Reception Number 2014000088340 on December 16, 2013, as supplemented from time to time (the “**District No. 2 Declaration**”); and

WHEREAS, the District is responsible for providing covenant enforcement, architectural review and approval and other administrative services, pursuant to the Supplemental Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 3 Area within Reunion, as recorded with the Adams County Clerk and Recorder at Reception Number 2020000130062 on December 10, 2020, as supplemented from time to time (the “**District No. 3 Declaration**”); and

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

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain services to property and inhabitants within the boundaries of the District, including without limitation, the Recreation Services and those services provided pursuant to the HOA Declaration, the District No. 1 Declaration, the District No. 2 Declaration, and the District No. 3 Declaration (collectively the

“**Covenant Administration Services**”, and with the Recreation Services, collectively, the “**Services**”); and

WHEREAS, pursuant to the Service Plan, the Operating Agreement, and the Mill Levy Equalization Agreement, the District is authorized to impose fees for the right of residents and property owners in the District and the North Range Districts to gain access to the Recreation Facilities and to provide the Recreation Services, as well as for other services that are provided by the District pursuant to the Operating Agreement and described herein, and for the provision of the Covenant Administration Services; and

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

WHEREAS, the establishment and continuation of fair and equitable fees to provide a source of funding to pay for the Recreation Services and the Covenant Administration Services, which are generally attributable to the persons and/or properties subject to such fees, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the fees, as set forth in this Resolution, are reasonably related to the overall cost of providing the Recreation Services and the Covenant Administration Services, and that imposition thereof is necessary and appropriate; and

WHEREAS, on May 25, 2016, the Board adopted the Resolution Concerning the Imposition of District Fees, as recorded with the Adams County Clerk and Recorder at Reception Number 2016000043725 on June 6, 2016, as amended from time to time (the “**Prior Fee Resolution**”), and the Board desires to adopt this Resolution to amend and restate the Prior Fee Resolution in its entirety.

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

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

“**Apartment Unit**” means a unit within an apartment building which unit is held for lease or rent for residential occupancy and for which a final certificate of occupancy has been issued and which is located within the boundaries of the District or the North Range Districts.

“**Commercial Property**” means real estate zoned for business or industrial use and shall specifically include Apartment Units for purposes of the fees established herein and which is located within the boundaries of the District or the North Range Districts.

“**Due Date**” means the date by which any fee is due, which Due Date is reflected on the **Exhibit A** of this Resolution.

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

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the boundaries of the District or the North Range Districts, but specifically excluding any parcel upon which one or more Apartment Units is situated.

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

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

2. DISTRICT RECREATION FEE.

A. A District Recreation Fee is hereby established for the costs associated with the provision of the Recreation Services. The District Recreation Fee shall be imposed upon each Lot, Residential Unit and Commercial Property.

B. The District Recreation Fee shall be imposed upon all Lots and Residential Units at the rate established as set forth in **Exhibit A** of this Resolution, which may be modified by the District from time to time pursuant to an addenda to this Resolution.

C. The District Recreation Fee shall be imposed upon Commercial Property on a negotiated, case by case basis.

D. The District Recreation Fee shall not be imposed on real property conveyed to, and/or owned, by non-profit homeowners’ associations or governmental and/or quasi-governmental agencies.

E. The District Recreation Fee shall be first due and owing as of the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer or when the Lot or Residential Unit is occupied for residential use, whichever occurs first. Thereafter, the District Recreation Fee shall be billed by the District to the property owner on a schedule as is determined by the District Manager from time to time. The District may determine, in its discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

F. The District Recreation Fee shall be considered late if not paid within fifteen (15) days of the Due Date. Collection efforts, as well as fines and penalties associated with late fees, shall be undertaken in accordance with the Collections Resolution, as adopted by the District and amended from time to time.

3. COVENANT ADMINISTRATION FEE.

A. A Covenant Administration Fee is hereby established for the costs associated with the provision of the Covenant Administration Services. The Covenant Administration Fee shall be imposed upon each Lot, Residential Unit and Apartment Unit.

B. The Covenant Administration Fee shall be imposed upon all Lots, Residential Units and Apartment Units at the rate as set forth in **Exhibit A** of this Resolution, which may be modified by the District from time to time pursuant to an addenda to this Resolution.

C. The Covenant Administration Fee shall be first due and owing as of the date of annexation or inclusion of real property that includes any Lot, Residential Unit or Apartment Unit under and pursuant to the terms of the HOA Declaration, the District No. 1 Declaration, the District No. 2 Declaration or the District No. 3 Declaration. Thereafter, the Covenant Administration Fee shall be billed by the District to the property owner on a schedule as is determined by the District Manager from time to time.

D. The Covenant Administration Fee shall be considered late if not paid within fifteen (15) days of the Due Date. Collection efforts, as well as fines and penalties associated with late fees, shall be undertaken in accordance with the Collections Resolution, as adopted by the District and amended from time to time.

E. Imposition of the Covenant Administration Fee shall be expressly subject to the HOA's annual waiver of all HOA assessments and other fees, fines and charges.

4. ADMINISTRATIVE FEES. Administrative Fees are hereby authorized and shall be imposed on each Lot, Residential Unit or Apartment Unit, and on Commercial Property, as appropriate in the amounts as set forth in **Exhibit A** of this Resolution, which may be modified by the District from time to time pursuant to an addenda to this Resolution. Such Administrative Fees shall include, but not necessarily be limited to, fees for submittals in connection with architectural reviews, status letters issued in connection with new homes and resales/transfers, collection costs, third party booklets and insufficient check fee charges.

5. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any District Recreation Fee, Covenant Administration Fee or Administrative Fee not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding District Recreation Fee, Covenant Administration Fee or Administrative Fee, exclusive of

assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

6. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to the District, made payable to "Reunion Metropolitan District" and sent to the address indicated in **Exhibit A** of this Resolution. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

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

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

9. THE PROPERTY. This Resolution shall apply to all real property set forth in the Organizational Orders, which boundaries may have been or may subsequently be modified from time to time by inclusion or exclusion orders approved and recorded pursuant to Title 32, Article 1, Parts 400 and 500, C.R.S. (the "Service Area"), and which Service Area may include all or a portion of the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, as modified after the date of this Resolution.

10. EFFECTIVE DATE. This Resolution shall become effective January 1, 2022.

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

ADOPTED this 9th day of November, 2021.

REUNION METROPOLITAN DISTRICT, a quasi-
municipal corporation and political subdivision of
the State of Colorado

DocuSigned by:

639A85A27EBE4FB...

Officer of the District

ATTEST:

DocuSigned by:

CA13C05C3EF1467...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:

1D49655F0E7344B...

General Counsel to the District

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

EXHIBIT A

Fee Schedule

Effective as of January 1, 2022

District Recreation Fee	\$28.50/month (to be billed on a quarterly basis)
Covenant Administration Fee	\$8.00/month (to be billed on a quarterly basis)
Administrative Fees	
Charges and fees related to late payment of any fees charged by the District	Please refer to the Second Amended and Restated Resolution of the Board of Directors of the Reunion Metropolitan District Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges, dated November 5, 2019, as the same may be amended, revised, updated or superseded from time to time.
Status Letter Fee	
New Home	\$50.00
Resale/Transfer (normal processing)	\$325.00
Room Addition or expansion Submittal Fee	\$150.00 (additional fees may apply)
Third Party Booklets	\$10.00
Insufficient Funds Returned Check Fee	\$20.00

Payment for the fees set forth herein shall be made payable to the Reunion Metropolitan District and sent to the following address for receipt by the Due Date:

MSI
11002 Benton Street,
Westminster, CO 80020

Electronically Recorded RECEPTION#: 2022000007980,
1/26/2022 at 2:05 PM, 9 OF 10,
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

EXHIBIT B

Service Area

