

Filing # 36
BLS/MA

**JOINT RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
REUNION METROPOLITAN DISTRICT AND NORTH RANGE METROPOLITAN
DISTRICT NO. 2**

CONCERNING THE IMPOSITION OF A MAINTENANCE FEE

WHEREAS, Reunion Metropolitan District (“**Reunion**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Adams County, Colorado, and after approval of Reunion’s eligible electors at an election; and

WHEREAS, North Range Metropolitan District (“**North Range District No. 2**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Adams County, Colorado, and after approval of eligible electors of North Range District No. 2 at an election; and

WHEREAS, Reunion and North Range District No. 2, each a “District”, are collectively referred to herein as the “Districts”; and

WHEREAS, a portion of the property within the boundaries of North Range District No. 2 is subject to that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Duets (Filing No. 36), recorded in the real property records of Adams County, Colorado, on April 16, 2020, at Reception Number 2020000035140 (the “**Declaration**”), pursuant to which North Range District No. 2 is provide certain maintenance and operation services to the property subject to the Declaration (the “**Fee Boundaries**” as more fully defined herein); and

WHEREAS, North Range District No. 2 has assigned its rights and obligations under the Declaration to Reunion pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Duets (Filing No. 36), recorded in the real property records of Adams County, Colorado, on September 14, 2020, at Reception Number 2020000091628 (the “**Assignment**”); and

WHEREAS, the Board of North Range District No. 2 has determined it to be in the best interests of North Range District No. 2, and the property owners, taxpayers, and residents of the North Range District No. 2, for Reunion, via the Assignment, to operate and maintain those amenities and facilities benefitting the Fee Property and inhabitants of the same as set forth in the Declaration, which amenities and facilities generally include drives and sidewalks, common space and front yard landscaping, and irrigation systems serving the common space and front yard landscaping (collectively, the “**Facilities**”); and

WHEREAS, the Board of North Range District No. 2 has determined it to be in the best interests of North Range District No. 2, and the property owners, taxpayers, and residents within

the Fee Boundaries, for Reunion, via the Assignment, to provide certain services to property and inhabitants within the Fee Boundaries, including without limitation, landscape maintenance and snow removal (collectively, the “Services”); and

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

WHEREAS, the establishment and continuation of a fair and equitable fee (the “Maintenance Fee”) to provide a source of funding to pay for the Service Costs, which Service Costs are generally attributable to the persons and/or properties subject to such Maintenance Fee, is necessary to provide for the common good and for the prosperity and general welfare of the North Range District No. 2 and the inhabitants within the Fee Boundaries and for the orderly and uniform administration of the North Range District No. 2’s affairs; and

WHEREAS, the North Range District No. 2 finds that the Maintenance Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Services and paying the Service Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., North Range District No. 2 is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the North Range District No. 2 which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, in accordance with the Assignment and that certain District Operating Services Agreement between Reunion and North Range Metropolitan District Nos. 1-4, dated June 3, 2016, Reunion is authorized to administer and enforce the collection of the Maintenance Fee on behalf of North Range No. 2; and

WHEREAS, Reunion intends to administer and enforce on behalf of North Range District No. 2 the Maintenance Fee.

NOW, THEREFORE, be it resolved by the Boards 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:

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

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

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

“**Fee Boundaries**” means the legal boundaries of the property subject to the Declaration, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Residential Unit**” means each residential dwelling unit located on a Lot within the Fee Boundaries, which has been Transferred to an End User.

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

2. MAINTENANCE FEE.

a. The Board of North Range No. 2 has determined, and does hereby determine, that it is in the best interests of North Range District No. 2 and the residents and property owners within the Fee Boundaries to impose, and does hereby impose a Maintenance Fee to fund the Service Costs. The Maintenance Fee is hereby established and imposed in an amount as set forth by the North Range District No. 2 from time to time pursuant to an annual “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The initial Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

b. The Board of North Range No. 2 has determined, and does hereby determine, that the Maintenance Fee is reasonably related to the overall cost of providing the Services, and is imposed on those who are reasonably likely to benefit from the Services.

c. The revenues generated by the Maintenance Fee will be accounted for separately from other revenues of the North Range District No. 2. The Maintenance Fee revenue will be used solely for the purpose of paying Service Costs, and may not be used by North Range District No. 2 to pay for general administrative costs of North Range District No. 2. This restriction on the use of the Maintenance Fee revenue shall be absolute and without qualification.

d. The Board of North Range No. 2 has determined, and does hereby determine, that the Maintenance Fee is calculated to defray the cost of funding Service Costs and reasonably distributes the burden of defraying the Service Costs in a manner based on the benefits received by persons paying the fees and using the Facilities and Services.

3. COLLECTION, LATE FEES AND INTEREST. Reunion is hereby authorized to administer the collection of the Maintenance Fee on behalf of North Range District No. 2 and to enforce collection thereof on behalf of North Range District No. 2, in accordance with applicable state and federal law, and otherwise in accordance with this Joint Resolution and the Resolution of the Board of Directors of the Reunion Metropolitan District Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges (the “**Reunion Collection Resolution**”). Pursuant to § 29-1-1102(3), C.R.S., any Maintenance 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 Maintenance Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. Reunion, on behalf of North Range District No. 2, may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of the perpetual lien of North Range District No. 2. 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 Reunion, North Range District No. 2 and/or their consultants in connection with the foregoing.

4. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to North Range District No. 2, made payable to “North Range Metropolitan District No. 2” and sent to the address indicated on the Fee Schedule. North Range District No. 2 may change the payment address from time and time and such change shall not require an amendment to this Resolution.

5. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic’s liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as North Range District No. 2, or Reunion acting on behalf of the North Range District No. 2, in their 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.

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

7. THE PROPERTY. This Resolution shall apply to the property described in **Exhibit B**, which property is located within the boundaries of North Range District No. 2.

8. EFFECTIVE DATE. This Resolution shall become effective May 4, 2021.

ADOPTED this 4th day of May, 2021.

NORTH RANGE METROPOLITAN DISTRICT
NO. 2, a quasi-municipal corporation and political
subdivision of the State of Colorado

DocuSigned by:
Daron Heiser
8658B7045815413...

Officer of the District

ATTEST:

DocuSigned by:
Brett Price
CA13C05C3EF1467...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the District

*Signature page by North Range Metropolitan District No. 2 to Resolution Concerning the
Imposition of a Maintenance Fee*

ADOPTED this 4th day of May, 2021.

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

DocuSigned by:
Kelly Weid
639A8BA27EBE4FB...

Officer of the District

ATTEST:

DocuSigned by:
Brett Price
CA13C05C3EF1467...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to Reunion

*Signature page by Reunion Metropolitan District to Resolution Concerning the Imposition of a
Maintenance Fee*

EXHIBIT A
NORTH RANGE METROPOLITAN DISTRICT NO. 2
Schedule of Fees
Effective May 4, 2021

Schedule of Fees		
Fee Type	Classifications	Rate
Maintenance Fee	Residential Unit	\$ 65/month
The Maintenance Fee shall be collected for each Residential Unit after such is Transferred to an End User on a periodic basis at the discretion of the Boards of Directors of North Range Metropolitan District, No. 2 and Reunion Metropolitan District ("Due Date").		

PAYMENTS: Payment for each fee shall be made payable to the North Range Metropolitan District No. 2, and sent to the following address for receipt by the Due Date:

North Range Metropolitan District No. 2
c/o CliftonLarsonAllen, LLP
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111

EXHIBIT B

The following described real property located in the City of Commerce City, County of Adams, Colorado:

Lots 1-146, inclusive,

Tracts A-K, inclusive,

REUNION FILING NO. 36,

according to the plat thereof recorded October 31, 2019 at Reception No.
2019000094161,

County of Adams, State of Colorado.