

ROAM METROPOLITAN DISTRICT NOS. 1, 2 & 3

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 800-741-3254
Fax: 303-987-2032

<http://roammd1-3.colorado.gov>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Blake Johnson	President	2025/May 2025
Jolene Larson	Treasurer	2025/May 2025
Robert Cyman	Secretary	2025/May 2025
Robert Klane	Assistant Secretary	2027/May 2027
Brian Ripley	Assistant Secretary	2027/May 2027

DATE: December 5, 2024

TIME: 11:00 a.m.

PLACE: This meeting will be held via Zoom. The meeting can be joined through the directions below:

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

<https://us02web.zoom.us/j/83015456087?pwd=VEFuekdkYk1LQ1F1ZWlHbDlBNkYtRQT09>

Phone Number: (719) 359-4580

Meeting ID: 830 1545 6087

Passcode: 708751

One tap mobile: +17193594580,,83015456087#

I. ADMINISTRATIVE MATTERS

A. Confirmation of Quorum, Call to Order, Approval of Agenda.

B. Present Disclosures of Potential Conflicts of Interest.

C. Review and Approve the Minutes of the November 7, 2024 Regular Meeting and Annual Meeting (enclosures).

II. 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 person.

III. LEGAL MATTERS

- A. Consider approval of Seasonal Trail License Agreement with the Town of Winter Park (enclosure).

- B. Review and approve proposal from Altitude Community Law (enclosure).

- C. Review and consider Resolution Adopting Covenant/Design Standard Enforcement, Fine Imposition, and Dispute Resolution Policy for the Enforcement of Covenants and Provision of Design Review Services by Roam Metropolitan District No. 1 (District No. 1) (enclosure).

IV. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of District No. 1 claims for the period ending as follows (enclosure):

Fund	Period Ending Nov. 30, 2024
General	\$ 19,329.61
Debt	\$ -0-
Capital	\$ 452,684.61
Total	\$ 472,014.22

- B. Review and approve/ratify the District Expenditure Verification Report and approve Pay Applications therein (District No. 1) (to be distributed).

- C. Review and approve Requisition No. 17 (District No. 2) (to be distributed).

V. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

- A. Roam Filing 3 Cabins Phase 2 Update.

- B. Beaver's Lodge Community Center Update.

VI. OTHER MATTERS

- A. Review and Approve snow removal proposal from Mountain States Snowcats (District No. 1) (enclosure).
-

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 ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD NOVEMBER 7, 2024

A Regular Meeting of the Boards of Directors (the “Boards”) of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as “District No. 1,” “District No. 2” and “District No. 3,” and collectively, the “Districts”) was duly held on Friday, the 7th day of November, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbE1uYkYtRQT09> ; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Blake Johnson
Jolene Larson
Robert Cyman
Robert Klane
Brian Ripley

Also In Attendance Were:

Jim Ruthven; Special District Management Services, Inc. (“SDMS”)

Shannon Johnson, Esq. and Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Cody Conry; Independent District Engineering Services, LLC (“IDES”)

Reece Davis; MW Golden Constructors

Bob Fanch; Fraser River Development

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted herein, all official action reflected in these Minutes shall be deemed to be action of all of the Districts. Where necessary, action taken by an individual District will be reflected in these Minutes.

ADMINISTRATIVE MATTERS

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Ruthven confirmed the presence of a quorum.

RECORD OF PROCEEDINGS

Agenda: Mr. Ruthven distributed a proposed Agenda for the Districts’ Regular Meeting for the Boards’ review and approval.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley and, upon vote, unanimously carried, the Agenda was approved.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest of the Boards of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Johnson that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. There were no new conflicts.

PUBLIC COMMENT

There were no public comments at this time.

CONSENT AGENDA

Consent Agenda: The Boards considered the following items on the Consent Agenda:

- Review and Approve the Minutes of the September 27, 2024 Regular Meeting.
- Adopt Resolution No. 2024-11-01 - 2025 Annual Administrative Matters Resolution.
- Adopt Resolution No. 2024-11-02-2025 Meeting Resolution; confirm date, time, and location of the meetings and posting of meeting notices.
- Adopt Resolution No. 2024-11-03—2025 Amended Covenant Enforcement Policy.
- Adopt Resolution No. 2024-11-04—Calling May 6, 2025 Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election.
- Adopt Resolution No. 2024-11-05—Approving a Second Amendment to the Public Records Policy Regarding the Inspection, Retention and Disposal of Public Records.
- Ratify approval of IDES Work Orders #5, #6 and #7.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the Boards approved the above Consent Agenda items/actions.

RECORD OF PROCEEDINGS

LEGAL MATTERS

Temporary Construction Easement Agreement with Fraser River Development Co.: The Board reviewed the Temporary Construction Easement Agreement with Fraser River Development Co.

Following discussion, upon motion duly made by Director Klane, seconded by Director Cyman, and upon vote, unanimously carried, the Boards approved the Temporary Construction Easement Agreement with Fraser River Development Co.

Phase 4 Development Improvement Agreement with Town of Winter Park: The Board reviewed the Phase 4 Development Improvement Agreement with the Town of Winter Park regarding the Community Center.

Following discussion, upon motion duly made by Director Larson, seconded by Director Klane, and upon vote, unanimously carried, the Boards approved the Phase 4 Development Improvement Agreement with the Town of Winter Park regarding the Community Center.

Fourth Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co. LLC: The Board reviewed the Fourth Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co. LLC, for refunding of existing Subordinate Promissory Note and issuance of new Subordinate Promissory Note in the amount of \$700,000.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Cyman, and upon vote, unanimously carried, the Boards approved the Fourth Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co. LLC, for refunding of existing Subordinate Promissory Note and issuance of new Subordinate Promissory Note in the amount of \$700,000.

FINANCIAL MATTERS

Claims (District No. 1): The District No. 1 Board considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending Oct. 31, 2024
General	\$ 11,798.04
Debt	\$ -0-
Capital Projects	\$ 23,199.37
Total	\$ 34,997.41

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Larson, seconded by Director Klane and upon vote, unanimously carried, the District No. 1 Board ratified approval of the payment of claims, as presented.

Unaudited Financial Statements and Schedule of Cash Position (District No. 1): The District No. 1 Board reviewed the unaudited financial statements and schedule of cash position through the period ending September 30, 2024 for District No. 1.

Following review, upon motion duly made by Director Larson, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 1 Board approved the unaudited financial statements and schedule of cash position through the period ending September 30, 2024 for District No. 1, as presented.

District Expenditure Verification Report and Pay Applications (District No. 1): Mr. Conry presented to the District No. 1 Board the District Expenditure Verification Report and Pay Applications.

Following review, upon motion duly made by Director Larson, seconded by Director Johnson, and upon vote, unanimously carried, the District No. 1 Board approved the District Expenditure Verification Report and approved Pay Applications therein.

Requisition No. 16 (District No. 2): Mr. Conry reviewed District No. 2 Board Requisition No. 16.

Following review, upon motion duly made by Director Larson, seconded by Director Johnson, and upon vote, unanimously carried, the District No. 2 Board approved Requisition No. 16.

2025 Budget Hearing (District Nos. 1-3): The Districts Board 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 District No. 1 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 District No. 1. No written objections were received prior to this public hearing.

No public comments were received, and the public hearing was closed.

Mr. Ruthven reviewed the estimated 2024 expenditures and the proposed 2025 expenditures.

RECORD OF PROCEEDINGS

Following discussion, the District's Board considered the adoption of Resolution No. 2024-12-02 to Adopt the 2025 Budget and Appropriate Sums of Money and Resolution No. 2024-12-03 to Set Mill Levies. Upon motion duly made by Director Larson, seconded by Director Ripley and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget was authorized, subject to receipt of the final Certification of Assessed Valuation from the County. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2025.

**CAPITAL
PROJECTS/
OPERATIONS AND
MAINTENANCE
MATTERS**

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards regarding Roam Filing 3 Cabins Phase 2.

Following review, upon motion duly made by Director Larson, seconded by Director Cyman, and upon vote, unanimously carried, the Board approved MSS Change Order No. 5 in the amount of \$372,173.90 and WSB Engineering Work Order in the amount of \$1,500.00.

Beaver's Lodge Community Center: Mr. Conry provided an update to the Boards regarding the Beaver's Lodge Community Center.

OTHER BUSINESS

Attorney Johnson discussed the covenant enforcement policy. Board directed Mr. Ruthven to get a proposal from Altitude Community Law to present at December Board meeting.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Larson, seconded by Director Klane and, upon vote, unanimously carried, the meeting was adjourned at 12:18 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE STATUTORY ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD NOVEMBER 7, 2024

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as “District No. 1,” “District No. 2” and “District No. 3,” and collectively, the “Districts”) was duly held on Thursday, the 7th day of November, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdK1LQ1F1ZWlHbDNKytRQT09>; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Robert Cyman
Robert Klane
Brian Ripley
Blake Johnson

Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. (“SDMS”)

Shannon Johnson, Esq. and Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Cody Conry; Independent District Engineering Services, LLC (“IDES”)

Reece Davis; MW Golden Constructors

Bob Fanch; Fraser River Development Co LLC

**ANNUAL MEETING
ITEMS**

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the District and Outstanding Bonds, as appropriate: Mr. Conry presented the public infrastructure projects update, and Mr. Ruthven provided an update on the Districts’ outstanding bonds.

RECORD OF PROCEEDINGS

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the Districts in Relation to their Adopted Budget, for the Calendar Year: Mr. Ruthven presented the review of September financials of District No. 1 and District No. 2. District No. 3 had no revenues nor expenditures.

Public Questions: There were no public comments.

CONCLUSION

There being no further business, the statutory annual meeting was concluded.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

SEASONAL TRAIL LICENSE AGREEMENT

This SEASONAL TRAIL LICENSE AGREEMENT ("Agreement") is made and executed this 5th day of December, 2024 (the "Effective Date") by ROAM METROPOLITAN DISTRICT NO. 1, owning property in Winter Park, Colorado 80482 ("Grantor" or "District"), and the TOWN OF WINTER PARK, COLORADO, a Colorado home rule municipality (the "Town") (together, the "Parties").

WHEREAS, Grantor is the owner of certain real property in the Town of Winter Park, Colorado, more particularly described as (the "Property");

Parcel No: 158733404181, Schedule No: R313300, Roam Filing No. 1 Sub Exempt No.5
Tract: B

Parcel No: 158733404183, Schedule No: R313302, Roam Filing No. 1 Sub Exempt No. 5
Tract: G

WHEREAS, Grantor desires to grant to the Town a license for seasonal use of a trail on the Property as also depicted on Exhibit A (the "Trail Area"); and

WHEREAS, the Town intends to use the Trail for a public pedestrian, cross-country skiing, equestrian and bicycle trail (the "Trail").

NOW THEREFORE, in and for the consideration set forth below and for other good and valuable consideration paid by the Town to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of License.

a. Subject to the restrictions and requirements of that Declaration of Restrictive Covenants, recorded in the Office of the Grand County Clerk and Recorder on February 22, 2024 at Reception No. 2024001068 (the "Covenant") Grantor hereby grants to the Town a non-exclusive license (the "Seasonal Trail License") over and across the Trail Area to enter, re-enter and use from the Effective Date through May 1, 2025 (the "Term"), for the following purposes:

- i. To inspect, repair and maintain the Trail;
- ii. To install necessary signage and other appurtenances for the Trail within the Trail Area; and
- iii. To perform any other acts necessary to protect the Trail or Trail Area from damage.

b. The purpose of the Seasonal Trail License is to provide for non-motorized pedestrian, equestrian and bicycle use of the Trail by the general public. The public may access the Trail Area from any other public property or appropriate easement.

c. On or before May 1, 2025, the Town shall remove signage and other appurtenances that may have been installed for the Trail and shall return the Property to a reasonable condition.

2. Town's Rights. The Town shall have and exercise the right to ingress and egress in, to, over and across the Trail Area for any lawful purpose needed for the full enjoyment of the rights granted by Grantor to the Town hereunder, including access with motorized vehicles as necessary to inspect, repair, and maintain the Trail.

3. Grantor's Rights. Grantor retains the right to the undisturbed use and occupancy of the Property, including without limitation the Trail Area, insofar as such use and occupancy is consistent with and does not impair any grant herein contained. Notwithstanding the foregoing, the Town acknowledges and agrees that Grantor may, in connection with its contemplated development of the Property, commence pre-development activities that will interfere with the use of the Trail and Trail Area as contemplated hereunder, including without limitation removing trees and landscaping, earthmoving and grading, soils testing and drilling, and similar activities ("Pre-Development Work"), by delivering to the Town at least 14 days prior written notice of such Pre-Development Work, the location of such Pre-Development Work, and the estimated commencement date of such Pre-Development Work. In no event may Grantor commence such Pre-Development Work prior to January 1, 2025.

4. Town's Obligations.

a. In exercising its rights under this Agreement, the Town, in its sole discretion, shall be responsible for the repair and maintenance of the Trail at the Town's cost and expense.

b. The Town hereby holds Grantor harmless from any liability associated with the Seasonal Trail License other than liability caused by Grantor's own grossly negligent actions. The Parties acknowledge that Grantor enjoys significant limitation on its potential liability that may arise from the use of its property by members of the public, pursuant to the provisions of Article 41 of Title 33, Colorado Revised Statutes, as may be amended

c. The Town agrees the Trail shall not adversely impact the wetlands on the Property or the plantings Grantor has installed for vegetation in the wetlands on the Property. Grantor acknowledges the Trail Area contemplates a Fraser River crossing via a snow bridge that the Town will form and install, and Grantor consents to the same. The Town will be responsible for repairing damage to the wetlands and wetlands vegetation attributable to the Trail and the public's use of the Trail; provided, however, this Agreement shall not replace or amend Grantor's responsibilities as set forth in applicable Town-approved land use documents for the Property. The Town agrees to comply with the Covenant and all limitations and requirements therein in exercising its rights and obligations pursuant to this Agreement.

d. The Town acknowledges that it holds and retains appropriate levels of liability insurance, and the Town shall maintain such coverage during the term of this Agreement. The Town's insurance certificate is available for review by Grantor.

5. Grantor's Obligations. Grantor agrees to the following:
 - a. During the Term, Grantor shall not install or permit the installation of any fence, gate, wall, structure (above or below ground), irrigation system or landscaping in the Trail Area that would hinder the use of the Trail or in any way impair the Town's right of access pursuant to this Agreement, subject to Section 4.
 - b. Grantor shall not grant or convey any other easements or rights within the Trail Area that would interfere with the use of the Trail as provided in this Agreement.
 - c. Grantor acknowledges the Town may show the Trail on maps available to the public and may otherwise promote to the public the use and availability of the Trail, and Grantor consents to the same.
6. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of the Seasonal Trail License, subject to any and all matters of record.
7. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Grand, State of Colorado.
8. Modification. This Agreement may only be modified upon written agreement of the Parties.
9. Integration. The foregoing constitutes the entire agreement between the Parties regarding the use of the Trail and no additional or different oral representation, promise or agreement shall be binding on the Parties with respect to the Trail.
10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall be deemed to create any third-party beneficiaries.
11. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Town and District may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
12. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town and District under this Agreement not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town or District hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above set forth.

GRANTOR

By:

ATTEST:

By:

TOWN OF WINTER PARK, COLORADO

Keith Riesberg, Town Manager

ATTEST:

Danielle Jardee, Town Clerk



November 8, 2024

Via Email

Roam Metropolitan District No. 2
c/o Special District Management Services, Inc.
141 Union Blvd., Ste. 150
Lakewood, CO 80228

Denver Office

Jeffrey B. Smith

Direct 303.991.2066

jsmith@altitude.law

Re: Altitude Community Law P.C. Legal Services Proposal for Roam Metropolitan District No. 2

Dear Members of the Board:

Thank you for your interest in the legal services we can provide for your district. Enclosed are materials describing our experience, philosophy, services and fees. We offer a variety of fee programs, including flat fees and retainers, to suit the needs of individual districts. To determine what fee program may best suit Roam Metropolitan District No. 2, please give me a call after you have had a chance to review the enclosed material.

How we will work with you. Our experience enables us to partner with your metro district and your team to provide tailored, creative solutions that best meet the metro district's unique needs. Altitude Community Law P.C. is the premier law firm which serves legal needs of community associations. More than 2,500 associations throughout Colorado have chosen us to guide them through the formation, transition and operation of their organizations. Our association clients include condominium, townhome and detached single family associations across the state. We also provide debt recovery and covenant enforcement services to districts. As many of the legal issues and practices of associations overlap with metro districts, we will apply the same expertise to your metro district. We make every effort to understand your issues and constraints and will alert you when we see an opportunity or potential problem that is beyond the metro district's immediate need, while keeping your budget in mind.

Value-added benefits of partnering with Altitude Community Law P.C. We are committed to providing our clients with up-to-date information, education and tools to help you govern your metro district proactively and positively. We offer education programs designed exclusively for board and committee members. While primarily for community associations, many of the same practice pointers apply to district board members. The 2025 education schedule is available on our website, www.altitude.law/education.

Next steps. If you desire to hire our firm, please complete and return the 2025 Legal Services and Fee Summary Agreement which starts on page 3. To take advantage of one of our retainer programs, check the appropriate retainer box on page 7. For more information on our retainer programs, see our flyer on page 21.

Page 2

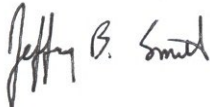
Board of Directors

Roam Metropolitan District No. 2

November 8, 2024

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

Sincerely,

A handwritten signature in black ink that reads "Jeffrey B. Smith". The signature is written in a cursive style with a large initial "J" and "S".

Jeffrey B. Smith
Altitude Community Law P.C.

JBS/ss

Enc.

4876-8040-1655 v.1.docx



2025 NOTICE OF LEGAL SERVICES AND FEE SUMMARY

The following is a summary of fees and charges for legal services being offered by Altitude Community Law for 2025. For more details, contact your Primary Attorney or email us today at hoalaw@altitude.law.

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

RETAINER SERVICES AND BENEFITS

For a monthly fee of \$275, retainer clients receive the following legal services and benefits without further charges:

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

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

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

Attendance at Board Meeting. At your request, we will attend one board meeting per twelve-month period for up to one hour. While our attendance at said board meeting is provided at no charge to retainer clients, we will bill at our reduced hourly rate for travel time to and from the Altitude office location that is closest to the meeting/court appearance. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

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

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

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

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

RETAINER PLUS SERVICES AND BENEFITS

For a monthly fee of \$350, we will provide the following legal services and benefits without further charges:

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

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

PREMIUM RETAINER SERVICES AND BENEFITS

For a monthly fee of \$600, we will provide the following legal services and benefits without further charges:

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

Email Exchanges. We will engage in 90 minutes of email consultations every month with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

Attendance at One Additional Board Meeting per Year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. While our attendance at said board meetings is provided at no charge to retainer clients, we will bill at our reduced hourly rate for travel time to and from

the Altitude office location that is closest to the meeting/court appearance if in-person attendance is requested instead of virtually. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

RETAINER SERVICES GENERALLY

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

FIXED FEE SERVICES

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

NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2025 non-retainer clients are \$120 - \$160 for legal assistants/paralegals, \$350 - \$380 for attorneys. Non-retainer clients are billed hourly for all phone calls. Our attendance at meetings will be billed hourly. Our travel time to and from the Altitude office location that is closest to the meeting/court appearance will also be billed hourly if in-person attendance is requested instead of remote or virtual attendance.

TERMINATION OF REPRESENTATION

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

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

PRIVACY POLICY

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

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

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

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

GENERAL TERMS FOR ALL CLIENTS

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

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

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

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

RESPONSE REQUIRED

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

Legal Services: (select one)

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

Collection Services: (no selection required)

Please see Exhibit A for 2025 Legal Collection Services

Billing Preference: (select one)

- Paper and Mailed
- Electronic and Emailed

Email address: _____

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

Agreed to and accepted this ____ day of _____, 20 ____.

Print District Name

By: _____
President/Manager



EXHIBIT A TO LEGAL SERVICES AND FEE SUMMARY AGREEMENT FOR 2025 LEGAL COLLECTION SERVICES

Fee Structure

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

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

Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

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

Demand Letter - \$155

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

Super Lien Demand Letter - \$110

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

Assessment Lien Package - \$110

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

Lawsuit: - \$455 plus costs

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

Lawsuit: Trial - Hourly rates apply

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

Lawsuit: Eviction - Hourly rates apply

All preparation of eviction lawsuits, trials, and all appearances in court are billed on an hourly basis. If client requests assistance with drafting or posting notices, the services will also be billed hourly, or will be billed the actual costs thereof.

Interrogatories - \$130

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

Contempt Citation - \$155

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

Garnishments - \$155 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the district. We will arrange for service of the necessary documentation and will monitor for responses.

Payment Plans - \$125-\$225 (each)

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

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

Motions - \$150-\$250

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

Outbound Phone Calls - \$55

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

Payoff Calculations - \$130

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

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

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

Monitoring Bankruptcy - \$230 Chapter 7; \$360 Chapter 13 (one-time charge)

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

Motion to Dismiss: \$595

Motion for Relief from Stay: \$795

Objection to Plan: \$395

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

Assessment Increase Notice - \$395

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

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

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

Receiverships (County Court) - \$450 initial, then hourly. Court costs are approximately \$250
We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

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

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

Lien Sales - \$500

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

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

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

Asset/Person Locations - \$25-100

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



SERVING HOMEOWNERS ASSOCIATIONS

Altitude Community Law P.C. is the premier law firm which serves legal needs of community associations. More than 2,700 associations throughout Colorado have chosen us to guide them through the formation, transition and operation of their organizations. Our association clients include condominium, townhome and detached single family associations across the state.

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

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

OUR TEAM

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

CLIENT SERVICE - OUR NUMBER ONE PRIORITY

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

That's why we're committed to getting to know the board

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

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

**PREVENTION -
THE BEST LEGAL
APPROACH**

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

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

**COMMITMENT
TO
EDUCATION**

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

**COUNSEL FOR
ASSOCIATIONS
AT ALL STAGES**

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

TRANSITION OF CONTROL

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

THE MATURE COMMUNITY ASSOCIATION

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

REVIEWING, AMENDING AND INTERPRETING DOCUMENTS

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

COVENANT ENFORCEMENT

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

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

CREATIVE PROBLEM SOLVING

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

experience-insight that enables us to utilize creative solutions, as well as anticipate the challenges of a covenant violation lawsuit.

**DEBT
RECOVERY**

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

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

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

**INSURANCE
AUDIT**

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

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

**DISPUTE
RESOLUTION/
LITIGATION**

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

outside of court whenever possible, and all Altitude Community Law attorneys have had formal training in mediation and negotiation.

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

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

Pertinent examples of such creative problem solving include:

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

FINANCIAL CONSIDERATIONS

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

**HOW WE
CHARGE FOR
OUR
SERVICES**

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

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



Debt Recovery



Kiki N. Dillie :: Shareholder

(she / her / hers)

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

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

Practice Areas: Collections.



Sheridan N. Classick :: Attorney

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

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

Practice Areas: Collections.



Callee G. Falcon :: Attorney

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

Member: Oklahoma Bar Association and Colorado Bar Association

Practice Areas: Collections.

Litigation/Foreclosure/Covenant Enforcement



Jeffrey B. Smith :: Shareholder

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

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

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



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

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

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

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

Debra J. Oppenheimer :: Partner



Education: Metropolitan State College (B.S., 1986); University of Texas (J.D., 1989).
Member: Colorado Bar Association; El Paso Bar Association; Community Associations Institute.
Practice Areas: Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law.



Kate M. Leason :: Attorney
Education: University of Central Florida (B.A., 1987); University of South Florida (M.L.S., 2003); Barry University, Dwayne O'Andreas School of Law (J.D., 2008).
Member: Colorado Bar Association; Denver Bar Association; Community Associations Institute; American Association of Law Libraries.
Practice Areas: Foreclosure.



Jeremy B. Fletcher :: Attorney
(he / him / theirs)
Education: Regis University (B.A., 2012); New England Law | Boston (J.D., 2017).
Member: Colorado Bar Association; Community Associations Institute.
Practice Areas: Covenant and Rule Enforcement Litigation

Transactional



Melissa M. Garcia :: Shareholder
(she / her / hers)
Education: University of Nevada, Reno (B.A., 1996); California Western School of Law (J.D., 1999).
Member: Community Associations Institute.
Practice Areas: Condominium and Homeowners' Association Law.



Elina B. Gilbert :: Shareholder
Education: University of Michigan, Ann Arbor, Michigan (B.A., 1993); University of Detroit Mercy School of Law (J.D., Cum Laude, 1997).
Member: American Bar Association; Michigan Bar Association; Community Associations Institute; College of Community Association Lawyers.
Practice Areas: Condominium and Homeowners' Association Law.



David A. Firmin :: Shareholder
Education: University of Denver (B.A., 1991); University of Denver (J.D., 1998).
Member: Colorado Bar Association; Southwestern Colorado Bar Association; Community Associations Institute.
Practice Areas: Condominium and Homeowners' Association Law.



David A. Closson :: Shareholder

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

Member: Community Associations Institute.

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



Maris S. Davies :: Shareholder

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

Member: Colorado Bar Association; Community Association Institute.

Practice Areas: Condominium and Homeowners' Association Law.



Amanda K. Ashley :: Partner

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

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

Practice Areas: Condominium and Homeowners' Association Law.



Angela N. Hopkins :: Attorney

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

Member: Colorado Bar Association – Real Estate Law Section;

Practice Areas: Condominium and Homeowners Association Law.



Arianne K. Gronowski :: Attorney

(she / her / hers)

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

Member: Colorado Creditor Bar Association

Practice Areas: Condominium and Homeowners Association Law



Brooke J. Shafrank :: Attorney

(she / her / hers)

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

Member: Colorado Bar Association

Practice Areas: Condominium and Homeowner's Association Law



Eric R. McLennan :: Attorney

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

Member: Colorado Bar Association

Practice Areas: Condominium and Homeowner's Association Law



Jenny L. Shamoon :: Attorney

(she / her / hers)

Education: University of Arizona (B.A. 2019), St. Mary's University School of Law (J.D. 2023)

Member: Texas Bar Association and Colorado Bar Association

Practice Areas: Condominium and Homeowner's Association Law



Retainer Program

Affordable Legal Assistance



RETAINER

\$275/Month

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



RETAINER PLUS

\$350/Month

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



RETAINER PREMIUM

\$600/Month

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

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

WHAT IS THE RETAINER PROGRAM?

Altitude Community Law P.C. offers economical options to provide your association with access to legal counsel without having to worry about hourly rates or unexpected legal bills.

WHAT ARE THE BENEFITS?

The main benefit under the Retainer Program is that it provides HOA Boards with unlimited phone calls! You also get reduced hourly rates, attendance at one (or more) Board meetings, and much more all for a fixed monthly fee!

HOW TO SIGN UP

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

Woohoo! Now You're on Retainer.

CONTACT US



(303) 432-9999



hoalaw@altitude.law



www.altitude.law



BOARD OF DIRECTORS ROSTER

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

Thank you.

Metro District Name:	Date:
Website:	

PRESIDENT

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

VICE PRESIDENT

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

SECRETARY

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

TREASURER

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

MEMBER AT LARGE/ ADDITIONAL BOARD MEMBER

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

ROAM METROPOLITAN DISTRICT NO. 1
COVENANT/DESIGN STANDARD ENFORCEMENT, FINE IMPOSITION, AND DISPUTE
RESOLUTION POLICY

The Board of Directors (the “Board”) of Roam Metropolitan District No. 1 (the “District”) has adopted the following policies and procedures (the “Policy”) set forth herein regarding the enforcement of the Master Declaration of Covenants, Conditions and Restrictions for Roam recorded in the Clerk and Recorder’s Office for Grand County on February 14, 2020 at Reception No. 2020001303 (“Declaration”); and other subsequently enacted declaration of covenants, conditions, 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”), to address 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. This Policy may be terminated, amended, or supplemented by action of the Board at any time.

1. Enforcement Party. The Board hereby appoints [REDACTED] to serve as the Covenant Enforcement Committee (the “CEC”) in accordance with the Declaration. The Board has engaged a property manager to serve the administrative needs of the District, including covenant enforcement matters. Board hereby designates the entity or person employed by or contracted by the District to enforce the Covenants and Design Standards, currently Allegiant Management, LLC (the “Enforcement Party”) as the party responsible for enforcing the Covenants and Design Standards on the District’s and CEC’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 Roam development subject to the Declaration (the “Community”) at regular and seasonally appropriate intervals as may be directed by the District or CEC or set forth in the Covenants and Design Standards. 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 Covenants and Design Standards has occurred, the Enforcement Party shall take the steps set forth in Paragraphs 3 through 9 of this Policy.

Commented [SS1]: For discussion. The CEC can have between 3 and 5 members and needs to have one member of the Board serve as its chair.

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 (each, 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 9 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 in accordance with Section 6.5(b) of the Declaration (“Alleged Violation Notice”) to the Unit Owner describing (i) the Alleged Violation(s); (ii) 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; (iv) the date, time, and place of a hearing to be held by the CEC for the purpose of determining if a violation has occurred and issuing a finding of violation, which hearing must be held at least fifteen (15) days after the date of the Alleged Violation Notice is sent in accordance with Section 6.5(b) of the Declaration; and (v) any other information required by Section 6.5 of the Declaration. The Alleged Violation Notice shall be sent to all parties and in all manners required by Section 6.5 of the Declaration. 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 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 or is a Recurring Violation by the same Unit Owner and the CEC determines a violation has occurred following the hearing thereon per Section 6.5(d) of the Declaration, 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”). The Fine Notice shall state that the Unit Owner must cure the Violation and pay the Fine, if applicable, within the timeline stated in the Fine Notice or be subject to additional Fines set forth in Paragraph 6 herein.

5. Opportunity to Be Heard. Prior to the hearing before the CEC the Enforcement Party shall serve a written notice of the deadline by which the Unit Owner must submit a written position statement. 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 CEC, the CEC shall render written findings and make a final determination within five (5) business days in accordance with Section 6.5 of the Declaration. If the Unit Owner desires to further dispute the CEC’s findings with an Impartial Decision-Maker (as defined herein), the Unit Owner shall follow the Appeals Process set forth in Paragraph 9 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”).

6. Fines.

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

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

Commented [SS2]: For Board discussion.

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

- 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 rules 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 that 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 checks are returned unpaid within any calendar year, all of the 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 Sections 32-1-1001(1)(j)(I) and 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 Owner 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 and interest and penalties thereon 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.

7. 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, including the amount past due, notice that interest has accrued, notice of intent to file a lien and a 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 8 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 as the dispute between the Unit Owner and the District remains on appeal pursuant to Paragraph 9 of this Policy.

8. Referral of Delinquent Accounts and Violations to Attorneys.

- A. Upon referral of any Delinquent Account or Violation 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;
- v. Filing a court action seeking appointment of a receiver; and
- vi. Such other action as may be permitted by the Declaration.

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.

9. Appeals – Policy for Addressing Disputes.

- A. Review by Impartial Decision-Maker. If a Unit Owner disagrees with the written findings and determination of the CEC made pursuant to Paragraph 5 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 CEC 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, as applicable; 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), C.R.S. The District hereby appoints _____, but which may be held by other entities or individuals in the future, 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 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,

Commented [SS3]: For Board discussion. An Impartial Decision Maker needs to be appointed.

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 sent by 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 Grand (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, 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. In the event of any inconsistency between this Policy and the Covenants and Design Standards, this Policy shall control. In the event of any inconsistency between this Policy and the laws of the State of Colorado, as may be amended from time to time, the laws of the State of Colorado shall control.

- C. Actions to Effectuate Policy. The Enforcement Party, Impartial Decision-Maker, District's Attorney, and any 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, Enforcement Party, Impartial Decision-Maker, District's Attorney, and any 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.
- E. Repealer. Specifically excluding the Resolution Consenting to the Enforcement of Covenants and Provision of Design Review Services by Roam Metropolitan District No. 1 (the "2019 Covenant Enforcement Policy") adopted on December 3, 2019, all prior policies, acts, orders, or resolutions, or parts thereof, by the District related to covenants 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.

**RESOLUTION NO. 2024-11-03
OF THE
BOARD OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NO. 1**

A RESOLUTION ADOPTING A COVENANT/DESIGN STANDARD ENFORCEMENT, FINE IMPOSITION, AND DISPUTE RESOLUTION POLICY FOR THE ENFORCEMENT OF COVENANTS AND PROVISION OF DESIGN REVIEW SERVICES BY ROAM METROPOLITAN DISTRICT NO. 1

WHEREAS, pursuant to the Special District Act, Sections 32-1-101 *et seq.*, C.R.S., and the Consolidated Service Plan for Roam Metropolitan District Nos. 1-3 (“Service Plan”), Roam Metropolitan District Nos. 1-3 (the “Districts”) have the power and authority to furnish covenant enforcement and design review services; and

WHEREAS, pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for Roam recorded in the Clerk and Recorder’s Office for Grand County on February 14, 2020 at Reception No. 2020001303 (“Declaration”) and that certain Resolution Consenting to the Enforcement of Covenants and Provision of Design Review Services by Roam Metropolitan District No. 1 (the “2019 Covenant Enforcement Policy”) adopted on December 3, 2019 by the Boards of Directors of the Districts, the Board of Directors (“Board”) of Roam Metropolitan District No. 1 (the “District”) is empowered and has agreed to provide covenant enforcement and design review services; and

WHEREAS, any services provided by the District shall be undertaken in accordance with the procedures and conditions set forth in the Service Plan, the Special District Act, and other applicable laws; 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; provided, however, that Section 32-1-1004.5(3)(b)(II), C.R.S. limits a metropolitan district’s ability to foreclose on any lien that arises from amounts that a Unit Owner owes the metropolitan district as a result of a covenant violation or enforcement of a failure to comply with any instrument; and

WHEREAS, the Special District Act provides at Section 32-1-1004(8)(c), C.R.S., that metropolitan districts providing covenant enforcement and design review services are not authorized to enforce any covenant that has been determined to be unenforceable as a matter of law; and

WHEREAS, the Special District Act also provides at Section 32-1-1001(1)(m), C.R.S., that metropolitan districts have the power to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the state constitution; and

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

WHEREAS, the Board hereby 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, but specifically excluding the 2019 Covenant Enforcement Policy, and to adopt a revised covenant and design standard enforcement, fine imposition, and dispute policy, and to clarify that the District shall not enforce any bylaws, covenants, guidelines, rules, regulations, or restrictions if doing so may infringe upon constitutional rights or otherwise violate the law; and

WHEREAS, the Board has determined that enacting such a policy is in the best interest of current and future residents and taxpayers of the District.

NOW, THEREFORE, THE BOARD OF DIRECTOR OF ROAM METROPOLITAN DISTRICT NO. 1 HEREBY ADOPTS THE FOLLOWING:

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., the Policy shall be posted and available on the website of the District.
3. Effective Date. This Resolution and the Policy shall take effect immediately upon adoption by the Board.
4. Recording. This Resolution and the Policy shall be recorded in the real property records of the Clerk and Recorder’s Office of Grand County.
5. Repealer. Specifically excluding the 2019 Covenant Enforcement Policy, 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.

6. Actions to Effective Resolution and Policy. District management, Community management, legal counsel, and all other necessary consultants of the District are 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.

7. 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.

ADOPTED AND APPROVED THIS 5th DAY OF DECEMBER, 2024.

ROAM METROPOLITAN DISTRICT NO. 1

By: _____
Blake Johnson, President

EXHIBIT A

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

**Roam 1-3 Metropolitan District
November-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allegiant Management Llc	Oct-24	11/16/2024	11/16/2024	\$ 181.25	Covenant Control/Comm Mgmt	1710
Aztec Consultants, Inc.	168110	7/25/2024	7/25/2024	\$ 1,800.00	Engineering	3690
Big Valley Construction	1	10/2/2024	11/1/2024	\$ 8,500.00	Beavers Village Abate & Demo	3750
CORE Consultants	24090061	9/29/2024	10/29/2024	\$ 212.50	Engineering	3690
CORE Consultants	24090017	9/23/2024	10/23/2024	\$ 6,229.20	Engineering	3690
CORE Consultants	24100011	10/21/2024	11/20/2024	\$ 7,491.95	Engineering	3690
Colorado Pool Designs	1924_100424	10/4/2024	11/3/2024	\$ 22,950.00	Engineering	3690
Colorado Special Districts Pool	25PL-61795-1470	9/25/2024	9/25/2024	\$ 2,076.00	Prepaid Expenses	1143
Colorado Special Districts Pool	25PL-61796-1515	9/25/2024	9/25/2024	\$ 2,076.00	Prepaid Expenses	1143
Column	649344DC-0007	10/17/2024	11/16/2024	\$ 52.36	Miscellaneous	1685
Icenogle Seaver Pogue	26516	10/31/2024	10/31/2024	\$ 4,718.00	Legal	1675
Kumar & Associates, Inc.	229379	8/2/2024	8/2/2024	\$ 1,633.00	Engineering	3690
Kumar & Associates, Inc.	231007	10/10/2024	10/10/2024	\$ 3,508.90	Engineering	3690
Kumar & Associates, Inc.	230003	8/29/2024	8/29/2024	\$ 1,485.45	Engineering	3690
Mountain States Snowcats	Change Order #5	11/5/2024	11/5/2024	\$ 372,173.90	Road Work & Utilities	3725
Ranch Creek Waste	46099	10/31/2024	10/31/2024	\$ 3,470.00	Trash Service	1715
Ranch Creek Waste	45428	10/15/2024	10/15/2024	\$ 15.00	Trash Service	1715
Sage Creek Environmental LLC	25871	10/25/2024	11/24/2024	\$ 2,536.25	Engineering	3690
Special District Management Services	D1 10/2024	10/31/2024	10/31/2024	\$ 1,284.40	Accounting	1612
Special District Management Services	D1 10/2024	10/31/2024	10/31/2024	\$ 50.70	Election	1635
Special District Management Services	D1 10/2024	10/31/2024	10/31/2024	\$ 1,707.30	Management	1680
Special District Management Services	D1 10/2024	10/31/2024	10/31/2024	\$ 9.40	Miscellaneous	1685
Special District Management Services	D3 10/2024	10/31/2024	10/31/2024	\$ 50.70	Accounting	1612
Special District Management Services	D3 10/2024	10/31/2024	10/31/2024	\$ 203.20	Management	1680
Special District Management Services	D2 10/2024	10/31/2024	10/31/2024	\$ 1,791.40	Accounting	1612
Special District Management Services	D2 10/2024	10/31/2024	10/31/2024	\$ 253.90	Management	1680
TCW Risk Management	14455	10/11/2024	1/1/2025	\$ 695.00	Prepaid Expenses	1143
TCW Risk Management	14456	10/11/2024	1/1/2025	\$ 695.00	Prepaid Expenses	1143
Town of Winter Park	4414	10/18/2024	10/18/2024	\$ 5,956.75	Engineering	3690
Vogel & Associates	FRD-013-0624	7/3/2024	7/3/2024	\$ 3,837.50	Engineering	3690
Vogel & Associates	FRD-013-0924	10/3/2024	10/3/2024	\$ 6,481.71	Engineering	3690
Vogel & Associates	FRD-013-1024	11/4/2024	11/4/2024	\$ 3,550.00	Engineering	3690
Vogel & Associates	FRD-013-0524	6/6/2024	6/6/2024	\$ 4,337.50	Engineering	3690
				\$ 472,014.22		

**Roam 1-3 Metropolitan District
November-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 19,329.61	\$ -	\$ 452,684.61	\$ 472,014.22
				\$ -
Total Disbursements from Checking Acct	\$19,329.61	\$0.00	\$452,684.61	\$472,014.22



PO Box 1134
 Torrington WY 82240
 Phone: 970-447-6005
 admin@mountainstatesnowcats.com

ROAM METROPOLITAN DISTRICT SNOW REMOVAL PROPOSAL

Proposal for:
 ROAM DEVELOPMENT

Date: 11-26-24

Below is time and material pricing. Mountain States will plow and remove snow from the above described locations whenever snowfall equals 3 inches or more. In addition to the time and material pricing, a \$30 per time administration fee will be applied.

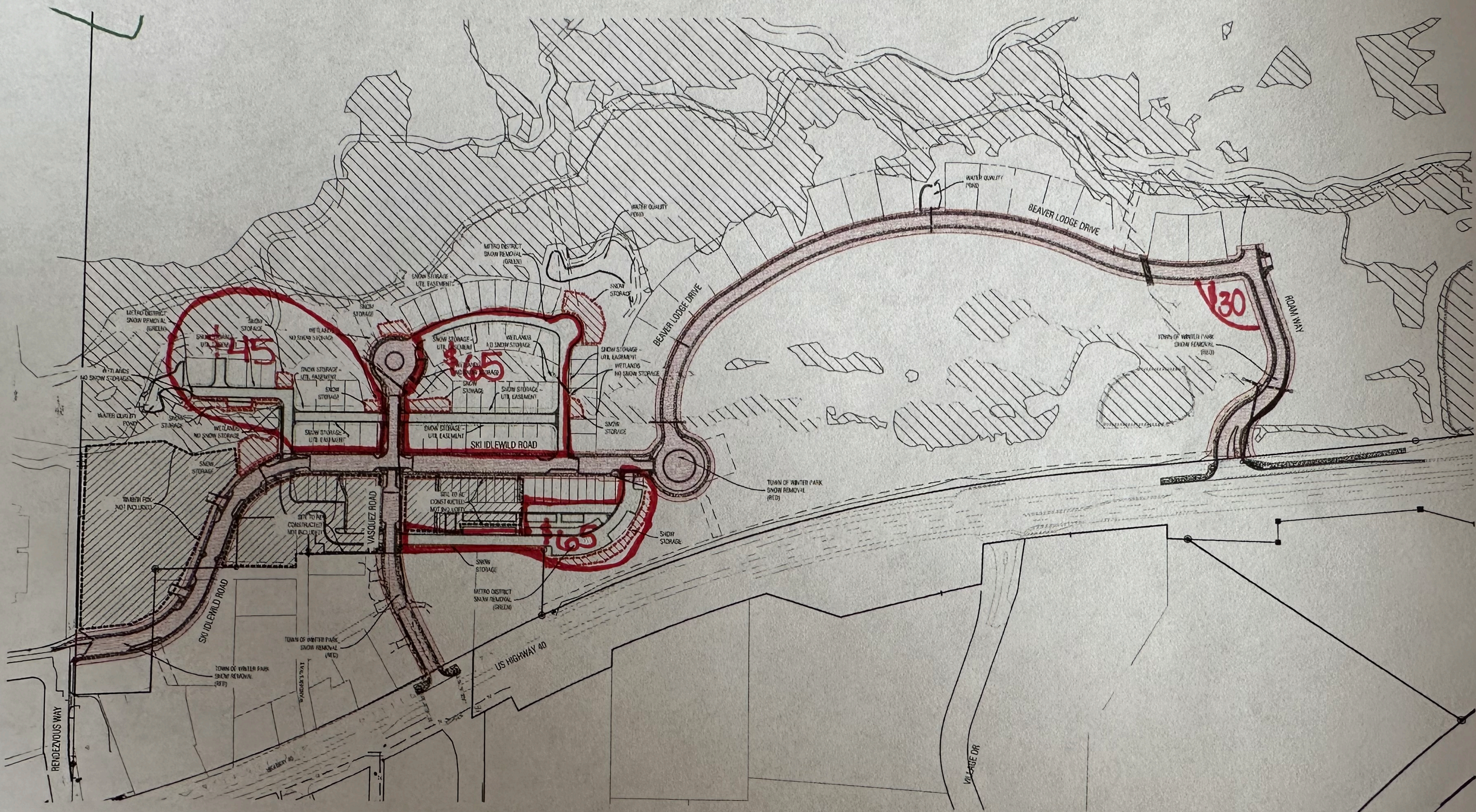
Machine	Price per Hour
Skidsteer	\$173
Loader w/ 13' plow	\$220
906 Loader	\$185
Dumptruck to Haul out Snow	\$140
All Wheel Drive Grader w/ front plow and wing	\$235
Semi w/end dump	\$165
Large Plow Truck w/ wing	\$190

Below is the BID price for snow removal at ROAM Development as seen in Exhibit A. Mountain States will plow and remove snow from the above described locations whenever snowfall equals 3 inches or more.

Location	BID Price
ROAM Development	\$205 per plow

*ROAM METROPOLITAN DISTRICT MUST CHOOSE TO DO TIME AND MATERIAL OR BID PRICING. MOUNTAIN STATES SNOWCATS WILL NOT SWITCH PRICING ONCE ONE OPTION IS CHOSEN. PLEASE CONTACT JEREMY AT 970-447-6005 WITH ADDITIONAL QUESTIONS.

EXHIBIT A



TOWN OF WINTER PARK
SNOW REMOVAL

METRO DISTRICT
SNOW REMOVAL

