

**FIFTH AMENDED AND RESTATED JOINT RESOLUTION
OF THE BOARDS OF DIRECTORS OF THE
FOSSIL RIDGE METROPOLITAN DISTRICTS NOS. 1-3
CONCERNING THE IMPOSITION OF DISTRICTS' FEES**

WHEREAS, the Fossil Ridge Metropolitan Districts Nos. 1-3 (collectively, the "**Districts**") were organized pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended ("**Special District Act**"), by order of the District Court for Jefferson County, Colorado, and after approval of the Districts' eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Boards of Directors of the Districts (collectively, the "**Boards**") shall have the management, control and supervision of all the business and affairs of the Districts; and

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

WHEREAS, the Boards have determined it is in the best interests of the Districts, and the property owners, taxpayers, and residents of the Districts, to acquire, construct, and operate certain public amenities and facilities benefitting property and inhabitants within the Districts, which public amenities and facilities generally include parks and recreation, landscaping, water features, The Retreat, and all other public facilities easements and rights-of-way (collectively, the "**Public Facilities**"); and

WHEREAS, the Districts incur certain direct and indirect costs associated with the repair, replacement, improvement, reconstruction, operation, and maintenance of the Public Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the "**Public Facilities Costs**") in order that the Public Facilities may be properly provided and maintained; and

WHEREAS, the Boards have determined it to be in the best interests of the Districts, and the property owners, taxpayers, and residents of the Districts, to provide certain public services to the inhabitants and property within the Districts' boundaries, including without limitation, landscape maintenance and snow removal (collectively, the "**Public Services Costs**"); and,

WHEREAS, the establishment and continuation of fair and equitable fees (the "**Public Facilities/Services Fees**") to provide a source of funding to pay for the Public Facilities Costs and the Public Services Costs (collectively, the "**Public Facilities/Services Costs**"), which Public Facilities/Services Costs are generally attributable to the persons and/or properties subject to such Public Facilities/Services Fees, is necessary to provide for the common good and for the prosperity and general welfare of the inhabitants and property within the Districts and for the orderly and uniform administration of the Districts' affairs; and

WHEREAS, the Boards have determined it to be in the best interests of the Districts, and the property owners, taxpayers, and residents within the Districts who gain access to the garage drive or apron of their residences through an access control gate and/or private streets, drives, and alleys (collectively, the "**Private Access Area**") for the Districts to provide services to the Private Access Area, including snow removal services, and servicing and maintenance of the access control gate ("**Private Access Area Services**"); and

WHEREAS, the establishment and continuation of fair and equitable fees (the "**Private Access Area Fees**") to provide a source of funding to pay for the Private Access Area Services, which services are generally attributable to the persons and/or properties subject to such Private Access Area Fees, is necessary to provide for the common good and for the prosperity and general welfare of inhabitants utilizing the Private Access Area; and

WHEREAS, the Boards have determined it to be in the best interests of the Districts, and the property owners, taxpayers, and residents within the Townhomes located on Lots 1 – 43, Block 1, in Filing No. 15 that are the subject of the ten identical Mutual Grant of Easement Agreements dated May 16, 2014, and the property owners, taxpayers, and residents within the Townhomes located on Lots 1 – 29, Block 6, in Filing No. 16 and Lots 1- 42, Block 3, Filing No. 16, that are the subject of 17 identical Mutual Grant of Easement Agreements dated April 28, 2017 (collectively, the "**Townhomes**") to provide the in-lot maintenance and landscaping services more specifically described in the attached **Exhibit B** ("**Townhome Maintenance/Landscaping Services**"); and

WHEREAS, the establishment and continuation of fair and equitable fees (the "**Townhome Fees**") to provide a source of funding to pay for the Townhome Maintenance/Landscaping Services set forth in **Exhibit B** is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents of the Townhomes; and

WHEREAS, the Boards have determined it to be in the best interests of the Districts and the property owners, taxpayers, and residents of the Districts to define the Scope of Services for each of the public and private areas and facilities defined or described herein (collectively, the "**Scope of Services**"); and

WHEREAS, the Boards find that fees imposed herein, and in the Schedule of Fees attached as **Exhibit A**, are reasonably related to the overall cost of providing the services, amenities and facilities set forth herein and in the Schedule of Fees, and that imposition thereof is necessary and appropriate; and

WHEREAS, the Boards adopted a *Fourth Amended and Restated Joint Resolution Concerning the Imposition of District Fees*, dated January 4, 2019 ("**Prior Fee Resolution**"), and the Boards desire to adopt this Fifth Amended and Restated Joint Resolution Concerning the Imposition of Districts' Fees (the "**Resolution**") to amend and restate the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties, or charges due under the Prior Fee Resolution, to the

extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

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

1. **DEFINITIONS.** In addition to terms defined elsewhere in this Resolution, the following capitalized terms shall have the respective meanings set forth below:

"Accepted" means the Facilities have been initially accepted by District No. 1 upon satisfaction of all of the requirements for acceptance set forth in the March 18, 2016 Resolution of the Board of Directors of the Fossil Ridge Metropolitan District No. 1, ("District No. 1") Establishing Policies and Procedures for the Acceptance and Acquisition of Public Improvements, as may be amended, restated or superseded by a subsequent Resolution at any time by the District No. 1 Board.

"Districts' Boundaries" means the legal boundaries of the Districts, as the same are established and amended from time to time pursuant to the Special Districts Act.

"Due Date" means the date by which the fees set forth herein and in the Schedule of Fees attached as **Exhibit A** are due, as stated in an applicable invoice provided by the Districts.

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

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

"Lot" means each parcel of land established by a recorded final subdivision plat and which is located within the Districts' Boundaries.

"Residential Unit" means each residential dwelling unit (including, without limitation, condominiums, Townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the Districts' Boundaries which has been Transferred to an End User.

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

2. SCOPE OF SERVICES.

- a. Landscaping for **Public Facilities** will be acquired, constructed, operated, maintained, and serviced in accordance with filings and other documentation agreed with the City of Lakewood and Consolidated Mutual Water Company, including but not limited to, type of planting, watering schedule, and water quantity.
- b. Services to **access control gates** within the **Private Access Area** will be provided in accordance with the Scope of Service set forth in the Schedule of Fees.

NOTICE: *While access control gates may be a deterrent, the gate access features are not a guarantee of safety and security to the inhabitants of any Private Access Area that contains such a gate. Further, any failure of an access control gate to operate as intended may result in the gate remaining open and inoperable for one or more days while the Districts take reasonable actions to return the gate to proper operation.*

- c. Snow removal services within those portions of the Private Access Area that have been Accepted will be performed in accordance with the Scope of Service set forth in the Schedule of Fees and the Snowfall Measurement Criteria for Commencing Snow Removal Operations in Private Access Area set forth in Exhibit C.
- d. **Townhome Maintenance/Landscaping Services** will be provided in accordance with **Exhibit B.**

NOTICE: *The Boards have the right at any time to discontinue the Townhome Maintenance/Landscaping Services and stop charging the Townhome Fees.*

- e. The Boards may change the Scope of Services set forth herein and/or in the Schedule of Fees from time to time in their sole discretion.

3. DEVELOPMENT FEE.

- a. A one-time "Development Fee" is hereby established and imposed upon each Lot for services provided in connection with the construction, operation, and maintenance of the Public Facilities.
- b. The Development Fee shall be imposed at a rate set forth in the Schedule of Fees attached as **Exhibit A.** Unless the Boards adopt a different rate in a given year, the Development Fee shall be automatically increased by five percent (5%) rounded up to the next twenty-five dollars increment (\$25.00) on January 1 of each year commencing January 1, 2020, until no dwelling units remain to be constructed within the Districts.

- c. All Development Fees established hereunder shall be due and owing to District No. 1 not later than ten (10) days after which a building permit is obtained by the owner of a Lot. The amount of each Development Fee due hereunder shall be at the rate in effect at the time of payment.

4. STORM DRAINAGE DEVELOPMENT FEE.

- a. A one-time "Storm Drainage Development Fee" is hereby established and imposed upon each Lot for services provided in connection with the construction, operations and maintenance of public storm drainage facilities.
- b. The Storm Drainage Development Fee shall be imposed at a rate set forth in the Schedule of Fees attached as **Exhibit A** and shall constitute the rate in effect until such Schedule of Fees is amended.
- c. All Storm Drainage Development Fees established hereunder shall be due and owing to District No. 1 not later than ten (10) days after which a building permit is obtained by the owner of a Lot.

5. OPERATIONS FEE.

- a. An Operations Fee is hereby established and imposed upon each Residential Unit inclusive of the **Public Facilities/Services Costs** in order that the Public Facilities may be properly maintained and serviced.
- b. The Operations Fee shall be imposed at a rate set forth in the Schedule of Fees attached as **Exhibit A** and shall constitute the rate in effect until such Schedule of Fees is amended.
- c. The Operations Fee shall be first due and owing at the earlier of the date upon which (1) a Certificate of Occupancy is issued, (2) the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer, or (3) when the Lot or Residential Unit is occupied for residential use. Thereafter, the Operations Fee shall be billed by the Districts to the property owner on a schedule as is determined by the Districts from time to time. The Districts may determine, in their discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

6. ADMINISTRATIVE SET UP FEE.

- a. An Administrative Set-Up Fee is hereby established to defray the costs associated with setting up new accounts of the Districts.
- b. The Administrative Set-Up Fee shall be imposed upon all Lots and Residential Units and shall be at the rate set forth in the Schedule of Fees attached as **Exhibit A** and shall constitute the rate in effect until such Schedule of Fees is amended.

- c. All Administrative Set-Up Fees established hereunder shall be due and owing not later than ten (10) calendar days after a Transfer.

7. LANDSCAPE FEE.

- a. A Landscape Fee is hereby established for the costs associated with constructing and maintaining landscaping improvements within certain discreet areas of the Districts.
- b. The Landscape Fee shall be imposed upon certain Lots, as further described in the Schedule of Fees, and shall be at the rate set forth in the Schedule of Fees attached as **Exhibit A** and shall constitute the rate in effect until such Schedule of Fees is amended.
- c. The Landscape Fee shall be first due and owing at the earlier of the date upon which (1) a Certificate of Occupancy issued, (2) the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer, or (3) when the Lot or Residential Unit is occupied for residential use. Thereafter, the Landscape Fee shall be billed by the Districts to the property owner on a schedule as is determined by the Districts from time to time. The Districts may determine, in their discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

8. LANDSCAPE ADMINISTRATIVE SET UP FEE.

- a. A Landscape Administrative Set-Up Fee is hereby established to defray the costs associated with setting up new landscaping accounts of the Districts.
- b. The Landscape Administrative Set-Up Fee shall be imposed upon certain Lots, as further described in the Schedule of Fees, and shall be at the rate established in the Schedule of Fees attached in **Exhibit A** and shall constitute the rate in effect until such Schedule of Fees is amended.
- c. All Landscape Administrative Set-Up Fees established hereunder shall be due and owing not later than ten (10) calendar days after a Transfer of those certain Lots, as further described in the Schedule of Fees.

9. SERVICE FEE.

- a. A Service Fee is hereby established for the costs associated with landscaping services, gate services, and snow removal within the Private Access Area.
- b. The Service Fee shall be imposed upon certain Lots, as further described in the Schedule of Fees, and shall be at the rate established in the Schedule of Fees attached as **Exhibit A**, and shall constitute the rate in effect until such Schedule of Fees is amended.

- c. The Service Fee shall be first due and owing at the earlier of the date upon which 1) a Certificate of Occupancy issued, (2) the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer, or (3) when the Lot or Residential Unit is occupied for residential use. Thereafter, the Service Fee shall be billed by the Districts to the property owner on a schedule as is determined by the Districts from time to time. The Districts may determine, in their discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.
10. **AMENDMENT TO SCHEDULE OF FEES.** The Boards will review, may modify or amend, and publish the Schedule of Fees concurrent with the Districts' budget process. The Boards may at any time, within their sole discretion, and by motion or resolution, modify or amend the Schedule of Fees, or apply a special assessment through the affirmative vote of a majority of the members of the Boards at one or more duly noticed public meetings at which a quorum of each of the Boards is in attendance. The public meetings may be conducted jointly or separately at the sole discretion of the Boards. Any duly approved modification or amendment to the Schedule of Fees shall be deemed to replace the attached **Exhibit A** Schedule of Fees without further action required by the Boards.
11. **LATE FEES AND INTEREST.** Pursuant to § 29-1-1102(3), C.R.S., any Districts' Fees not paid within ten (10) calendar days after the scheduled Due Date, as listed on the respective invoice provided by the Districts, will be assessed a late fee in the amount of Fifteen Dollars (\$15.00), not to exceed a total of twenty-five percent (25%) of such cumulative monthly Districts' Fees. Interest will also accrue on any outstanding Districts' Fees, exclusive of assessed late fees, penalties, interest, and other costs of collection, specifically including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The Districts reserve the right to waive any late fee or interest in their sole discretion. The Districts may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of any perpetual lien pursuant to Section 13, below. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the Districts and/or their consultants in connection with the foregoing.
12. **PAYMENT.** Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to the Districts, made payable to "Fossil Ridge Metropolitan District No. 1" and sent to the address indicated on the Schedule of Fees. The Boards may change the payment address from time and time and such change shall not require an amendment to this Resolution.
13. **LIEN.** The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the Districts, in their sole discretion, may determine. The lien shall be perpetual in nature (as defined by Colorado law)

on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado.

14. **SEVERABILITY**. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.
15. **THE PROPERTY**. This Resolution shall apply to all property within the Districts' Boundaries, including any additional property included into one or more of the Districts after the date of this Resolution.
16. **EFFECTIVE DATE**. This Resolution shall become effective July 1, 2021.

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

ADOPTED this 30 day of August, 2021

FOSSIL RIDGE METROPOLITAN DISTRICT NO. 1

DocuSigned by:
Tom Waterman 8/31/2021
By: 83BD1D986B92438...
Board President

ATTEST:

DocuSigned by:
Dave McGraw 8/31/2021
By: 878D5A089B4C4E0...
Board Secretary Date

FOSSIL RIDGE METROPOLITAN DISTRICT NO. 2

DocuSigned by:
Dave McGraw 8/31/2021
By: 878D5A089B4C4E0...
Board President

ATTEST:

DocuSigned by:
Ted Michelsen 8/31/2021
By: 1C033F41E2C8477...
Board Secretary Date

FOSSIL RIDGE METROPOLITAN DISTRICT NO. 3

DocuSigned by:
Craig Arthur Brown 9/5/2021
By: 83F8695C52C947E...
Board President

ATTEST:

DocuSigned by:
Daniel Dominic 9/6/2021
By: 048CCD82D184428...
Board Secretary Date

EXHIBIT A

**FOSSIL RIDGE METROPOLITAN DISTRICTS NOS. 1-3
SCHEDULE OF FEES EFFECTIVE AS OF 1 October 2021, approved by the Board of Directors
of Districts Nos. 1-3 at their respective public meetings held on
30 August 2021**

Adopted as allowed by the following Resolution:
Fifth Amended and Restated Joint Resolution of the Board of Directors of the Fossil
Ridge Metropolitan Districts Nos. 1 – 3 Concerning the Imposition of Districts' Fees
(24 May 2021)

FEE TYPE	CLASSIFICATIONS	RATE
Development Fee	Detached Single Family	\$7,525
	Town Home, Condominium or other attached "for	\$5,625
	Rental unit within an apartment	\$2,775
Storm Drainage Development Fee	Detached Single Family	\$1,000
	Town Home, Condominium or other attached "for	\$750
	Rental unit within an apartment	\$500
Administrative Set-Up Fee	All Classifications	\$261
Public Facilities/Service Fees	All Classifications	\$1400 per year (to be billed quarterly,
Private Access Area Fee No. 1 ¹	Detached Single Family	\$150 per quarter per Unit for Scope of Services
Private Access Area Fee No. 2 ²	Detached Single Family and Detached Single Family with shared drive	TBD per quarter per Unit for Scope of Services Until Brookfield submits and FRMD accepts the filing, Brookfield will be responsible for these services and the associated costs to provide.
Private Access Area Fee No. 3 – F15 ³	Town Home	TBD per quarter per Unit for Scope of Services Until Brookfield submits and FRMD accepts the filing, Brookfield will be responsible for these services and the associated costs to provide.

EXHIBIT A

Townhome Fee No. 3-15 ⁴	Town Home	\$75 per quarter per Unit for fees associated with Cardel/FRMD agreement
Private Access Area Fee No. 3 – F16N ⁵	Town Home	TBD per quarter per Unit for Scope of Services Until Brookfield submits and FRMD accepts the filing, Brookfield will be responsible for these services and the associated costs to provide.
Townhome Fee No. 3-16N ⁶	Town Home	\$110 per quarter per Unit for fees associated with Cardel/FRMD agreement
Private Access Area Fee No. 3 – F16S ⁷	Town Home	TBD per quarter per Unit for Scope of Services Until Brookfield submits and FRMD accepts the filing, Brookfield will be responsible for these services and the associated costs to provide.
Townhome Fee No. 3-16S ⁸	Town Home	\$150 per quarter per Unit for fees associated with Cardel/FRMD agreement

1 - Private Access Area Fee No. 1 – Applies to the following lots in Solterra:

Lots 1-6, Block 1, Filing No. 1; and
 Lots 51-57, Block 1, Filing No. 2

Fee based on a Scope of Services that includes:

- Snow removal from the private street when snowfall average depth is greater than 8-inches, per storm, not accumulations, and
- The average has been determined for each private street or alley using the identified locations outlined in Exhibit B, which may be changed from time to time. The measurements will be made in areas at or near the identified areas that are undisturbed natural snowfall. Areas with piled or dropped snow from roofs or overhangs will be avoided, and
- Snow removal begins within 72-hours after snowfall ends, and
- Snow removal consists of a single pass in each direction with the snow blade set between 4 and 6-inches, where practical, above road surface, and
- Depending on snowfall quantities, remaining snow may be greater than 6-inches, or may require heavier equipment to plow, load, and haul away, which will incur greater costs, and

EXHIBIT A

- gate maintenance once per calendar year, and
- reserve for future gate repair and replacement.

Note: Third-party, non-FRMD snow removal service companies, private contractors, or individuals may not be hired, bartered with, or provide donated snow removal services on the private streets and alleys. FRMD policy requires service providers of street snow removal to be contracted by the Districts and that includes minimum insurance limits and indemnification clauses.

2 - Private Access Area Fee No. 2 – Applies to the following lots in Solterra:

Lots 7-10, Block 1, Filing No.14	Lots 22-41, Block 4, Filing No. 14
Lots 10-11, Block 3, Filing No. 14	Lots 1-23, Block 1, Filing No. 16
Lots 24-44, Block 3, Filing No. 14	Lots 1-16, 25-45, Block 4, Filing No. 16

Fees based on a Scope of Services that includes:

- Snow removal from the private streets and private alleys when snowfall average depth is greater than 8-inches, per storm, not accumulations, and
- The average has been determined for each private street or alley using the identified locations outlined in Exhibit B, which may be changed from time to time. The measurements will be made in areas at or near the identified areas that are undisturbed natural snowfall. Areas with piled or dropped snow from roofs or overhangs will be avoided, and
- Snow removal begins within 72-hours after snowfall ends, and
- Snow removal consists of a single pass in each direction with the snow blade set between 4 and 6-inches, where practical, above road surface, and
- Depending on snowfall quantities, remaining snow may be greater than 6-inches, or may require heavier equipment to plow, load, and haul away, which will incur greater costs.

Note: Third-party, non-FRMD snow removal service companies, private contractors, or individuals may not be hired, bartered with, or provide donated snow removal services on the private streets and alleys. FRMD policy requires service providers of street snow removal to be contracted by the Districts and that includes minimum insurance limits and indemnification clauses.

3 - Private Access Area Fee No. 3-15 – Applies to the following lots in Solterra:

Lots 1-43, Block 1, Filing No. 15;

Fees based on a Scope of Services that includes:

- Snow removal from the private alleys when snowfall average depth is greater than 8-inches, per storm, not accumulations, and
- Snow removal begins within 72-hours after snowfall ends, and
- Snow removal consists of a single pass in each direction with the snow blade set between 4 and 6-inches, where practical, above road surface, and
- Depending on snowfall quantities, remaining snow may be greater than 6-inches, or may require heavier equipment to plow, load, and haul away, which will incur greater costs.

Note: Third-party, non-FRMD snow removal service companies, private contractors, or individuals may not be hired, bartered with, or provide donated snow removal services on the private streets and alleys. FRMD policy requires service providers of street snow removal to be contracted by the Districts and that includes minimum insurance limits and indemnification clauses.

4 –Townhome Fee No. 3-15 – Applies to the following lots in Solterra:

Lots 1-43, Block 1, Filing No. 15;

Fee based on a Scope of Services that includes:

- Snow removal from the sidewalk within homeowner plot that extends from the concrete walk-up to the beginning of the flight of steps leading to the front door of each Town Home 2-inch/4-inch (2/4 standard),

EXHIBIT A

- Landscape maintenance within the homeowner plot and
- Reserve for repair / replacement of sidewalk within the homeowner plot.

Note: Snow removal will not be provided on stairs or porches.

5 - Private Access Area Fee No. 3-16N – Applies to the following lots in Solterra: Lots 1-29, Block 6, Filing No. 16

Fees based on a Scope of Services that includes:

- Snow removal from the private alleys when snowfall average depth is greater than 8-inches, per storm, not accumulations, and
- The average has been determined for each private street or alley using the identified locations outlined in Exhibit B, which may be changed from time to time. The measurements will be made in areas at or near the identified areas that are undisturbed natural snowfall. Areas with piled or dropped snow from roofs or overhangs will be avoided, and
- Snow removal begins within 72-hours after snowfall ends, and
- Snow removal consists of a single pass in each direction with the snow blade set between 4 and 6-inches, where practical, above road surface, and
- Depending on snowfall quantities, remaining snow may be greater than 6-inches, or may require heavier equipment to plow, load, and haul away, which will incur greater costs.

Note: Third-party, non-FRMD snow removal service companies, private contractors, or individuals may not be hired, bartered with, or provide donated snow removal services on the private streets and alleys. FRMD policy requires service providers of street snow removal to be contracted by the Districts and that includes minimum insurance limits and indemnification clauses.

6 –Townhome Fee No. 3-16N – Applies to the following lots in Solterra: Lots 1-29, Block 6, Filing No. 16

Fee based on a Scope of Services that

- Snow removal from garage apron within the homeowner lot and the sidewalk within homeowner plot that extends from the concrete walk-up to the beginning of the flight of steps leading to the front door of each Town Home at a 2-inch/4-inch (2/4 standard),
- Landscape maintenance and planter box maintenance within the homeowner plot, and
- Reserve for repair / replacement of sidewalk within the homeowner plot and garage apron within the homeowner plot.

Note: Snow removal will not be provided on stairs or porches.

EXHIBIT A

7 - Private Access Fee No. 3-16S – Applies to the following lots in Solterra: Lots 1-42, Block 3, Filing No. 16

Fees based on a Scope of Services that includes:

- Snow removal from the private alleys when snowfall average depth is greater than 8-inches, per storm, not accumulations, and
- The average has been determined for each private street or alley using the identified locations outlined in Exhibit B, which may be changed from time to time. The measurements will be made in areas at or near the identified areas that are undisturbed natural snowfall. Areas with piled or dropped snow from roofs or overhangs will be avoided, and
- Snow removal begins within 72-hours after snowfall ends, and
- Snow removal consists of a single pass in each direction with the snow blade set between 4 and 6-inches, where practical, above road surface, and
- Depending on snowfall quantities, remaining snow may be greater than 6-inches, or may require heavier equipment to plow, load, and haul away, which will incur greater costs.

Note: Third-party, non-FRMD snow removal service companies, private contractors, or individuals may not be hired, bartered with, or provide donated snow removal services on the private streets and alleys. FRMD policy requires service providers of street snow removal to be contracted by the Districts and that includes minimum insurance limits and indemnification clauses.

8 –Townhome Service Fee No. 3-16S – Applies to the following lots in Solterra: Lots 1-42, Block 3, Filing No. 16

Fee based on a Scope of Services that includes:

- Snow removal from the garage apron within the homeowner lot and the sidewalk within homeowner plot that extends from the concrete walk-up to the beginning of the flight of steps leading to the front door of each Town Home at a 2-inch/4-inch (2/4 standard),
- Landscape maintenance and planter box maintenance within the homeowner plot, and
- Reserve for repair / replacement of sidewalk within the homeowner plot and driveway (garage apron) within the homeowner plot.

Note: Snow removal will not be provided on stairs or porches.

PAYMENTS: Payment for each fee shall be made payable to the Fossil Ridge Metropolitan District No. 1 and sent to the following address for receipt by the Due Date:

Fossil Ridge Metropolitan District No.1
c/o Community Resources Services of Colorado
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Phone: (303) 381-4960

Residents should note that pursuant to the District Resolution Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Sanitary Sewer Services and Facilities, fees for sanitary sewer services are additionally imposed by and through the Districts.

Exhibit B**Cardel Townhome Maintenance/Landscaping Services**

On May 16, 2014, the Fossil Ridge Metropolitan District No. 1 ("***District***") and Cardel Solterra Limited Partnership ("***Cardel***") entered into 10 identical Mutual Grant of Easement Agreements, which addressed certain obligations of the parties in connection with Townhomes Cardel has constructed on Lots 1 – 43, Block 1, in Filing No. 15 (collectively, the "***2014 Contracts***");

On April 28, 2017, the District and Cardel entered into 17 identical Mutual Grant of Easement Agreements, which addressed certain obligations of the parties in connection with Townhomes Cardel has constructed, or will construct, on Lots 1 – 29, Block 6, in Filing No. 16 (7 contracts) and Lots 1- 42, Block 3, Filing No. 16 (10 contracts) (collectively, the "***2017 Contracts***");

Among other things, the 2014 and 2017 Contracts provide that, if the District imposes a "Landscape Maintenance Area Fee" (as defined in the 2014 and 2017 Contracts) on a Townhome Owner, and receives payment of that fee from the Owner, the District will perform the following specific maintenance tasks within the District Maintenance Areas (defined below):

- a. Maintenance and repair of all concrete from the concrete walk-up to the beginning of the flight of steps leading to the front door of each Townhome.
- b. All snow removal from the concrete walk-up to the beginning of the flight of steps leading to the front door of each Townhome. Each Owner is responsible for snow removal on the steps leading up to the front door of each Townhome.
- c. Landscape maintenance within the District Maintenance Areas.

In addition, for those Townhomes subject to the 2017 Contracts, the District will perform the following additional specific maintenance tasks within the District Maintenance Areas:

- a. Maintenance and repair of the concrete apron between the alley and the garage doors.
- b. Snow removal from the concrete Apron (defined below) between the alley and the garage doors.

Definitions:

"Apron" shall mean that area at the back of a Townhome that is subject to the 2017 Contracts, and which lies between the edge of the garage door at the back of the Townhome and the closest edge of the alley at the back of the Townhome. The width of the apron shall be the width of the garage door. The depth of the apron shall be the distance from the edge of the garage door at the back of the Townhome to the closest edge of the alley at the back of the Townhome.

Exhibit B

"District Maintenance Areas" shall mean "those portions of the Lots (generally at the rear of dwellings (including attached garages)) upon which portions of paved alleys and driveways (including driveways providing access to garages) are located and those portions of the Lots (generally at the front of dwellings) upon which sidewalks and landscaping are located." In addition, the 2017 Contracts state that the "District Maintenance Areas" also include "any brick and/or stucco planter box in the front of a dwelling and any landscape area in front of the planter box."

The "District Maintenance Areas" for the 2014 Contracts are more specifically described in the attached **Exhibit B-1**.

The "District Maintenance Areas" for the 2017 Contracts are more specifically described in the attached **Exhibit B-2**.

Exhibit B-1

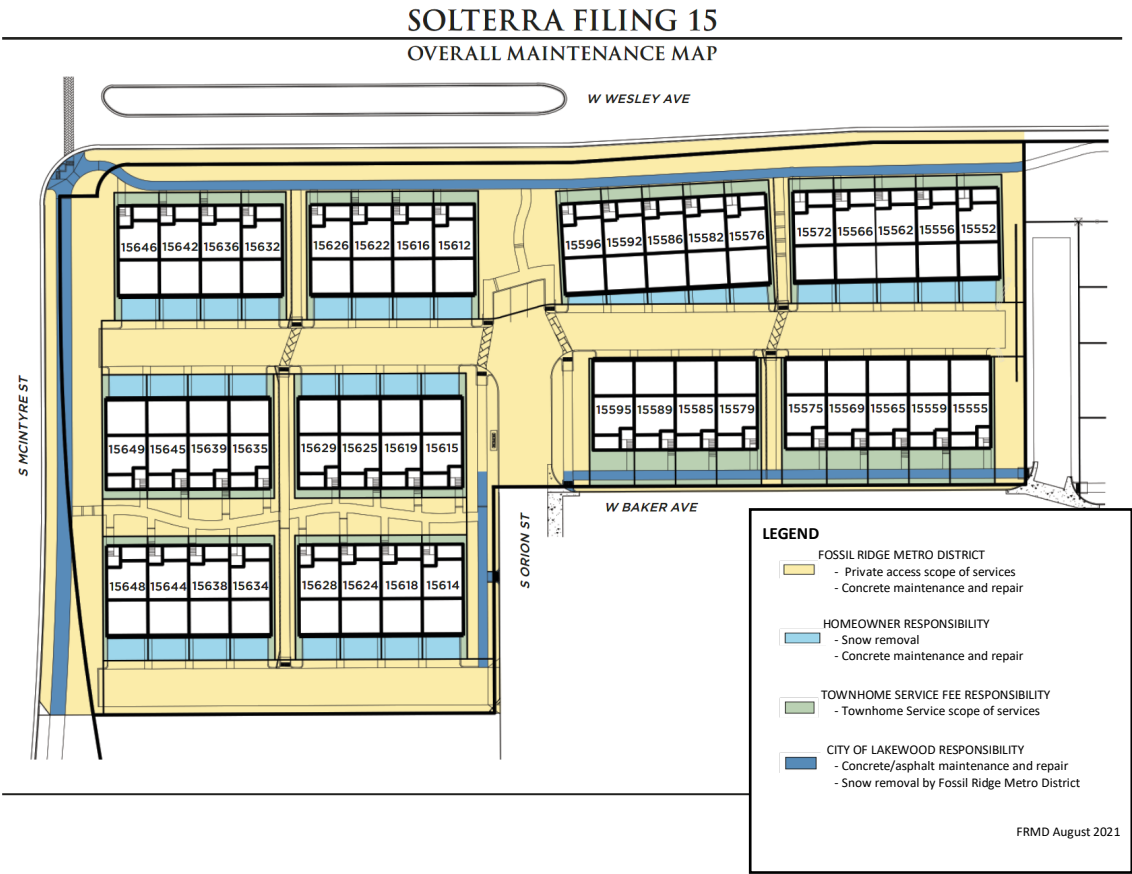


Exhibit B-2

SOLTERRA FILING 16
OVERALL MAINTENANCE MAP



Exhibit B-2

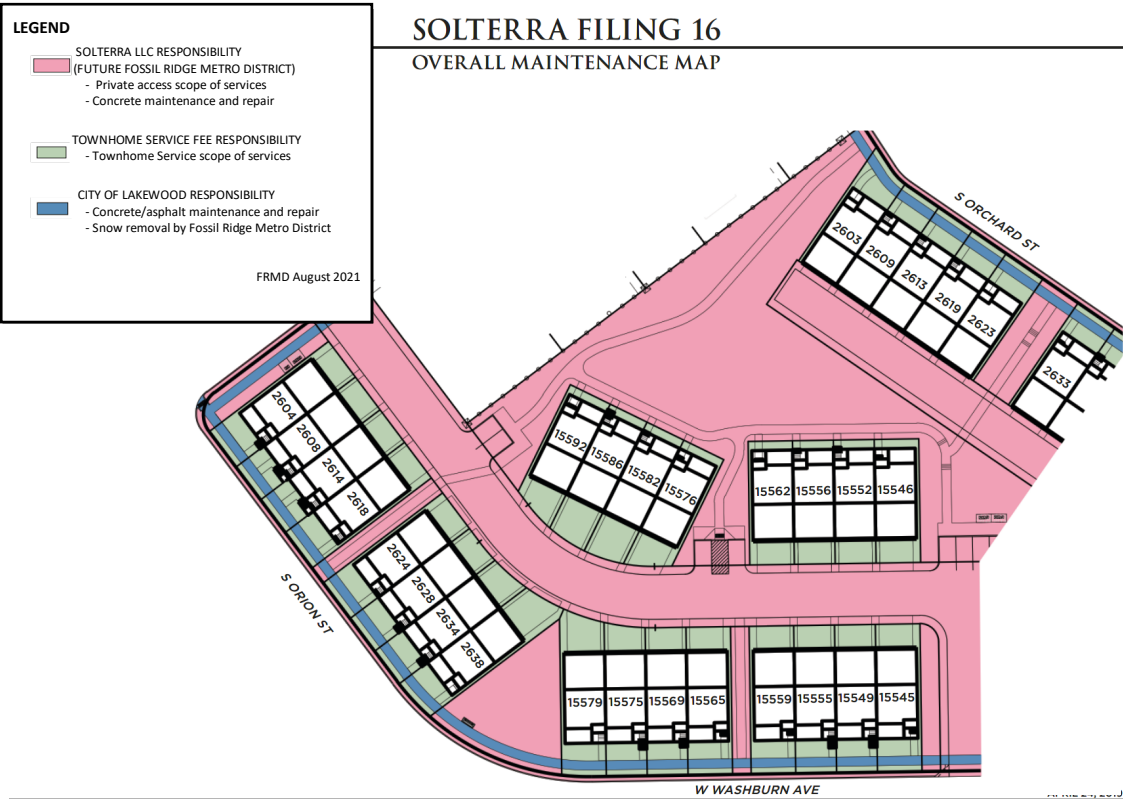


Exhibit B-2

SOLTERRA FILING 16
OVERALL MAINTENANCE MAP

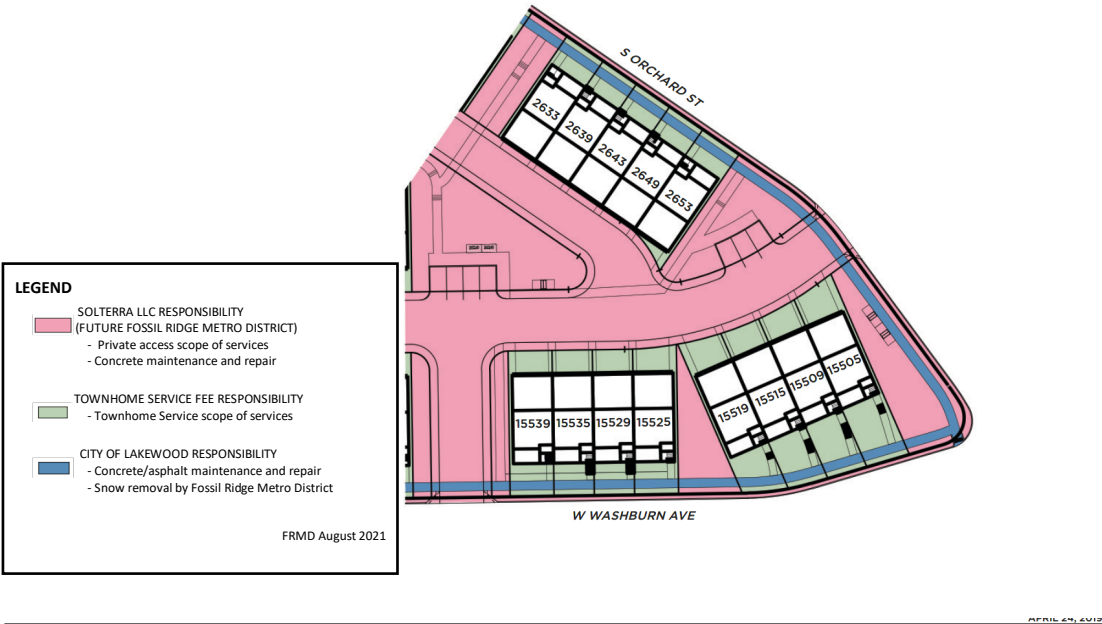


Exhibit C

Snowfall Measurement Criteria for Commencing Snow Removal Operations in Private Access Area

The average for each snowfall will be determined for each private street or private alley using the identified locations outlined below. The measurements will be made in areas at or near the identified areas that are undisturbed natural snow fall. Areas with piled snow or from snow that fell from roofs will be avoided. Separate snowfalls will not be aggregated for the purpose of performing measurements.

Private Access Fee Area No. 1 - Four (4) locations approved by District No. 1 with the input from the snow removal contractor.

Private Access Fee Area No. 2 - Four (4) locations approved by District No. 1 with the input from the snow removal contractor.

Private Access Fee Area No. 3 - F15 - Four (4) locations approved by District No. 1 with the input from the snow removal contractor.

Private Access Fee Area No. 3-16N - Six (6) locations approved by District No. 1 with the input from the snow removal contractor.

Private Access Fee Area No. 3-16S - Six (6) locations approved by District No. 1 with the input from the snow removal contractor.