

**RESOLUTION OF THE BOARD OF DIRECTORS OF
 LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT
 REGARDING THE IMPOSITION OF DISTRICT FEES**

CERTIFIED COPY OF RESOLUTION

STATE OF COLORADO)
) ss
 COUNTY OF WELD)

At the special meeting of the Board of Directors of Lupton Village Residential Metropolitan District (the “District”), City of Fort Lupton, County of Weld, State of Colorado, held at 1:00 p.m., on Thursday, March 10, 2022, conducted telephonically and electronically on +1 669-900-6833 (Conference ID: 89176340590#; Passcode: 032138) and on: <https://us06web.zoom.us/j/89176340590?pwd=QitNeDJYbWcxWFdYl2R6TG5nOEEdIUT09>, the following directors were present:

- William “B.J.” Johanningmeier
- Fred Croci
- Josef Guetlein
- Dennis Johanningmeier
- Andrew Gerck

When the following proceedings were had and done, to wit, it was moved by Director Johanningmeier to adopt the following Resolution:

- A. Lupton Village Residential Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Fort Lupton, Weld County, Colorado.
- B. The District provides certain services pursuant to its Amended and Restated Service Plan approved by the City Council of the City of Fort Lupton, Colorado on February 4, 2020, as it may be amended from time to time (the “**Service Plan**”).
- C. Lupton Village Land Developers, LLC, a Colorado limited liability company (the “**Developer**”), has caused to be recorded that certain Declaration of Covenants and Restrictions of Lupton Village PUD and Lupton Village Residential Metropolitan District, dated June 18, 2021, and recorded in the real property records of Weld County, Colorado on August 5, 2021 at Reception No. 4743200, as the same may be amended

and/or modified from time to time (the “**Covenants**”) and applicable to the property within the District’s boundaries.

- D. The Developer has caused to be recorded that certain Supplemental Declaration and Party Wall Agreement for Lupton Village Townhomes, dated June 18, 2021, and recorded in the real property records of Weld County, Colorado on August 6, 2021 at Reception No. 4743507, as the same may be amended and/or modified from time to time (the “**First Supplemental Townhome Declaration**”), in connection with the property described therein.
- E. The Developer has caused to be recorded that certain Second Supplemental Declaration and Party Wall Agreement for Lupton Village Townhomes, dated February 11, 2022, and recorded in the real property records of Weld County, Colorado on February 11, 2022, at Reception No. 4801822, as the same may be amended and/or modified from time to time (the “**Second Supplemental Townhome Declaration,**” and together with the First Townhome Declaration, the “**Townhome Declarations**”), in connection with the property described by the legal description attached hereto as Exhibit A (the “**Property**”).
- F. The Property lies within the District’s boundaries, which may be amended from time to time by way of inclusions and/or exclusions of property into or from the District.
- G. The Covenants and Townhome Declarations provide that the District shall enforce certain provisions provided therein.
- H. Pursuant to the Townhome Declarations, the District is authorized and responsible for the operation and maintenance of real property, facilities and improvements within the Property now or hereafter owned or leased by the District, together with all landscaping improvements, trails, open space, parks, irrigation systems, entry monuments, fences, and other improvements now or hereafter located on the Property for which the District has primary responsibility (the “**District Properties**”), for the benefit of the Property owners and the taxpayers and service users of the District.
- I. The District will provide certain operations and maintenance services for the Property, including without limitation, common area landscaping, snow removal and trash removal, as well as certain administration services in connection with the provision of such services to the Property owners.
- J. The Property will benefit from the District’s operation, maintenance, and administrative services.
- K. The District is authorized pursuant to Section 32-1-1001(l)(j), C.R.S., and its Service Plan to fix and impose fees, rates, tolls, charges and penalties for services, programs, or

facilities provided by the District, which, until paid, shall constitute a perpetual lien on and against all property served.

- L. The District has determined that for each townhome unit (each a “**Townhome Unit**” and collectively the “**Townhome Units**”) on the Property it is necessary to impose: (a) an Operations and Maintenance Fee (hereinafter defined) to meet the costs associated with the District’s services and the cost of operating and maintaining the District Properties; and , it is necessary to impose and, (b) an Administrative Set-Up Fee (hereinafter defined) to offset the administrative expenses incurred when Townhome Units are transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT, AS FOLLOWS:

1. The Board of Directors of the District hereby finds, determines, and declares that it is in the best interests of the District, its inhabitants and taxpayers to exercise its power by imposing the following Operations and Maintenance Fee and Administrative Set-Up Fee (collectively, the “**Fees**”) on each Townhome Unit:
 - 1.1. Operations and Maintenance Fee. The Board hereby imposes an Operations and Maintenance Fee (the “**O&M Fee**”) in the amount of \$275.00 per calendar quarter for each Townhome Unit.
 - 1.1.1. The initial O&M Fee for each Townhome Unit (the “**Initial O&M Fee**”) shall be due and payable at the time of closing on the first purchase of such Townhome Unit. The Initial O&M Fee to be charged by the District will be the sum of the pro-rated O&M Fee for the remainder of the then-current calendar quarter, plus the full O&M Fee for the subsequent calendar quarter.
 - 1.1.2. Following the calendar quarter for which the Initial O&M Fee has been paid, the District will mail an invoice for the O&M Fee to the owner of each Townhome Unit (“**Owner**”) on or before each January 1, April 1, July 1, and October 1 (each a “**Bill Date**”) which shall be due and payable by Owner on each January 30, April 30, July 30, and October 30 (each a “**Due Date**”). If payment in full is not received within a five-day grace period following the applicable Due Date (the “**Past Due Date**”), the O&M Fee will be deemed past due and otherwise outstanding. A “Reminder Notice” may be, but is not required to be, sent at such time. Notwithstanding the above, the Owner shall have the right to pay the O&M Fee for any calendar year in one (1) installment on or before January 15th, in which event the Owner shall be entitled to a five percent (5%) discount.
 - 1.1.3. Failure by any Owner to make payment of any O&M Fees due hereunder shall constitute a default in the payment of such O&M Fee. Upon default, Owner shall be responsible for a late payment (“**Late Payment Fee**”) in the amount of \$15.00 per late payment.

- 1.1.4. If the Owner does not make payment of all past due amounts, which in the District's sole discretion may include simple interest as permitted by Section 29-1-1102(7), C.R.S. (the "**Delinquent Balance**"), within sixty (60) days from the Past Due Date, the District may deliver to the Owner a Notice of Intent to File a Lien Statement (a "**Lien Notice**"). The Lien Notice shall give notice to the Owner that the District intends to perfect its lien against the Townhome Unit by recording a Lien Statement in the office of the Weld County Clerk and Recorder if the Delinquent Balance is not paid in full within thirty (30) days after said Lien Notice is served upon Owner by certified mail, return receipt requested, pursuant to Section 38-22-109(3), C.R.S.
- 1.2. Administrative Set-Up Fee. The Board hereby determines that in order to defray the District's costs associated with setting-up new accounts for Townhome Units, the District shall impose an Administrative Fee (the "**Administrative Fee**") in the amount of \$100.00 per Townhome Unit, which shall be due and payable at the time of any sale, transfer or re-sale of any Townhome Unit constructed on a lot within the Property. All Administrative Fees shall be due and owing not later than ten (10) business days after the 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. The District reserves the right to amend this Resolution in the future to increase or decrease the amount of the Fees and the Late Payment Fee.
 3. The Fees shall not be imposed on real property conveyed or dedicated to non-profit owners' associations, governmental entities, or utility providers.
 4. The Fees shall constitute a statutory and perpetual charge and lien upon each Townhome Unit pursuant to Section 32-1-1001(l)(j), C.R.S., from the Due Date until payment is made in full. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Townhome Unit and shall run with the land and such lien may be foreclosed by the District in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of Weld County, Colorado.
 5. The District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorneys' fees, incurred by the District in connection with the foregoing. In foreclosing a lien, the District will enforce the lien only to the extent necessary to collect the Delinquent Balance and costs of collection (including but not limited to reasonable attorneys' fees).
 6. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstances shall not affect the validity of the remainder of this Resolution, unless such

invalidation would act to destroy the intent or essence of this Resolution.

7. Any inquiries pertaining to the Fees may be directed to the District Manager at: Alex Carlson, Centennial Consulting Group; 2619 Canton Court, Suite A; Fort Collins, CO 80525; phone number: 970-484-0101; fax number: 970-300-1042; email: alex@ccgcolorado.com.
8. This Resolution shall take effect immediately upon its adoption and approval.

WHEREUPON, the motion was seconded by Director Croci, and upon vote, unanimously carried.

ADOPTED AND APPROVED THIS 10th DAY OF MARCH, 2022.

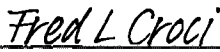
Signature Page Follows

**LUPTON VILLAGE RESIDENTIAL
METROPOLITAN DISTRICT**


William Johannigmeier (Mar 14, 2022 11:02 MDT)

William "B.J." Johannigmeier, President

Attest:


Fred L. Croci (Mar 14, 2022 10:47 MDT)

Fred Croci, Secretary/Treasurer

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1- 61 and Outlot A of Lupton Village PUD Third Filing as recorded February 7, 2022, as Reception No. 4800283, of the records of Weld County, Colorado.