

RESOLUTION NO. 2015-05-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CIMARRON METROPOLITAN DISTRICT**

**RESOLUTION ADOPTING FIRST AMENDMENT TO POLICIES AND PROCEDURES
GOVERNING THE ENFORCEMENT OF THE PROTECTIVE COVENANTS AND
EASEMENTS OF CANDELAS AND THE LANDSCAPE COVENANTS OF CERTAIN
LOTS IN CANDELAS**

WHEREAS, the Cimarron Metropolitan District (the "District") is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power "to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district;" and

WHEREAS, pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the District has the power "to fix 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, the District adopted Resolution No. 2014-06-01, Resolution Adopting the Policies and Procedures Governing the Enforcement of the Protective Covenants and Easements of Candelas and the Landscape Covenants of Certain Lots in Candelas on June 17, 2014; and

WHEREAS, the District desires to further amend the Policies and Procedures Governing the Enforcement of the Protective Covenants and Easements of Candelas and the Landscape Covenants of Certain Lots in Candelas.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CIMARRON METROPOLITAN DISTRICT:

1. The Board of Directors of the District hereby adopts the "First Amendment to Policies and Procedures Governing the Enforcement of the Protective Covenants and Easements of Candelas and the Landscape Covenants of Certain Lots in Candelas," as described on **Exhibit A**, attached hereto and incorporated herein by this reference ("**First Amendment**").

2. The Board of Directors of the District declares that the First Amendment is effective as of May 26, 2015.

3. 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.

APPROVED AND ADOPTED this 26th day of May, 2015.

CIMARRON METROPOLITAN DISTRICT

By: 

President

Attest:


Secretary or Assistant Secretary

EXHIBIT A

**FIRST AMENDMENT TO POLICIES AND PROCEDURES GOVERNING THE
ENFORCEMENT OF THE PROTECTIVE COVENANTS AND EASEMENTS OF
CANDELAS AND THE LANDSCAPE COVENANTS OF CERTAIN LOTS IN
CANDELAS**

**FIRST AMENDMENT TO POLICIES AND PROCEDURES GOVERNING THE
ENFORCEMENT OF THE PROTECTIVE COVENANTS AND EASEMENTS OF
CANDELAS AND THE LANDSCAPE COVENANTS OF CERTAIN LOTS IN
CANDELAS**

*Adopted and Enforced By
the Board of Directors
Cimarron Metropolitan District*

Amendment Effective Date: May 26, 2015

The Preamble is hereby replaced in its entirety by the following:

Preamble

The Board of Directors of Cimarron Metropolitan District (the “**District**”) has adopted the following Policies and Procedures Governing the Enforcement of the Protective Covenants and Easements of Candelas and the Landscape Covenants of Certain Lots in Candelas (“**Policies and Procedures**”) pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(m), and Section 32-1-1004(8), C.R.S., as well as by Resolution No. 2014-06-01 and Resolution No. 2015-05-___. These Policies and Procedures provide for the orderly and efficient enforcement of the following documents:

- (a) The Protective Covenants and Easements of Candelas, dated March 23, 2012, and recorded on March 26, 2012, at Reception No. 2012032029 of the Jefferson County, Colorado, real property records;
- (b) The First Amendment to Protective Covenants and Easements of Candelas, dated September 10, 2012, and recorded on September 10, 2012, at Reception No. 2012095878 of the Jefferson County, Colorado, real property records;
- (c) The Supplemental Declaration Annexing Property to the Protective Covenants and Easements of Candelas, dated July 21, 2014, and recorded on July 21, 2014, at Reception No. 2014059270 of the Jefferson County, Colorado, real property records;
- (d) The Second Amendment to Protective Covenants and Easements of Candelas, dated November 6, 2014, and recorded on November 21, 2014, at Reception No. 2014100102 of the Jefferson County, Colorado, real property records (items (a) through (d) are collectively referred to as the “**Protective Covenants**”);
- (e) The Landscape Covenants of Certain Lots in Candelas and Certain Snow Removal, dated January 28, 2013, and recorded on February 1, 2013, at Reception No. 2013012192 of the Jefferson County, Colorado, real property records (the “**ARP Landscape Covenants**”); and

(f) The Landscape and Snow Removal Covenants of Certain Lots in Candelas, dated February 19, 2015, and recorded on February 20, 2015, at Reception No. 2015015767 of the Jefferson County, Colorado, real property records (the “**Village Homes Landscape Covenants**”).

The contents of the above-referenced documents are incorporated herein by reference and are hereby collectively referred to as the “**Covenants**.”

Pursuant to the Protective Covenants, Arvada Residential Partners, LLC (the “**Master Developer**”) is the named enforcement entity and may contract with the metropolitan district that provides service to and governs the community commonly known as Candelas to furnish covenant enforcement services. The Master Developer has contracted with Vauxmont Metropolitan District (“**Vauxmont**”) so that Vauxmont may provide covenant enforcement services to Candelas. Pursuant to the ARP Landscape Covenants and the Village Home Landscape Covenants, Vauxmont is the named enforcement entity and may provide covenant enforcement services. Vauxmont has subsequently entered into an intergovernmental agreement with the District, whereby Vauxmont has hired the District to provide such covenant enforcement services.

The District, pursuant to the provisions of its Service Plan, which was approved by the City of Arvada on March 1, 2004, as it has been and may be amended from time to time, and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violation(s) of the Covenants.

Unless otherwise specified, all references to the “District” made herein shall refer to Cimarron Metropolitan District and its Board of Directors. The District has retained a management company (the “**District Manager**”) to assist it in managing its affairs, including the assessment and collection of penalties for violations of the Covenants under these Policies and Procedures.

Article 2 is hereby deleted and replaced in its entirety by the following:

ARTICLE 2 VIOLATIONS OF THE COVENANTS

(a) Violations. Any Person violating any provisions of the Covenants shall be liable to the District for any expense, loss, or damage occasioned by reason of such violation and shall also be liable to the District for the penalties set forth in Article 2.3 below.

(b) Notice of Violation or Notice of Non-Compliance. A Notice of Violation or Notice of Non-Compliance (the “**Notice**”) shall be sent upon a determination, following investigation, by the District Manager that a violation is likely to exist. Such Notice shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

(i) Class I Violation: a violation that, in the sole discretion of the Board, can be corrected immediately and/or does not require submission to, and approval by, the Board of any plans and specifications. Class I Violations include, but are not limited to, parking violations, trash violations and other violations of the Covenants concerning annoying lights, sounds or odors. Class I Violations can in most cases be corrected within seven (7) days of notification. If the violation is not corrected within seven (7) days of notification or such longer period as required by the Covenants, the District may take any appropriate action necessary to remedy the violation, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, and removal of trash, etc.

(ii) Class II Violation: a violation that, in the sole discretion of the Board, cannot be corrected immediately and/or require plans and specifications to be submitted to, and approval by, the Board prior to any corrective action. Class II Violations include, but are not limited to, violations of the Covenants related to landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within forty-five (45) days of notification. If the violation is not corrected within forty-five (45) days of receipt of the Notice, the District may take any appropriate action necessary to remedy the violation, including but not limited to, removing the non-complying landscaping or improvement, or recording a notice of non-compliance against the Property pursuant to Section 2.11 of the Protective Covenants.

(c) Penalties. Penalties for violations of the Covenants shall be assessed as follows. Any penalties that have not been paid by the applicable due date shall be considered delinquent (the “**Delinquent Account**”).

(i) First Offense – Notice of Violation/Notice of Non-Compliance, no penalty

(ii) Second Offense – Fee of up to \$100.00

(iii) Third Offense – Up to \$250.00

(iv) Continuing Violation – Up to \$500 each day violation continues (each day constitutes a separate violation).

Section 7.1 is hereby deleted and replaced in its entirety by the following:

7.1 Opportunity to be Heard. Individuals who receive any notice or demand pursuant to these Policies and Procedures may request a hearing in accordance with the procedures set forth herein, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in Article 5 of the Protective Covenants or Article 4 of the Village Homes Landscape Covenants.