

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2**

**CONCERNING THE IMPOSITION OF A MAINTENANCE FEE AND AN
ADMINISTRATIVE FEE**

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

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to acquire, operate and maintain certain amenities and facilities benefitting property and inhabitants within the District, which amenities and facilities generally include landscaping, park and open space areas, alleys and roadways, water and sanitary sewer improvements and storm drainage improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain services to property and inhabitants within the boundaries of the District, including without limitation, landscape maintenance, alley and sidewalk maintenance, sanitary sewer maintenance, storm drainage facilities maintenance and snow removal (collectively, the “**Maintenance Services**”); and

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

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

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Maintenance Services in order that the Maintenance Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Maintenance Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Maintenance Fee**”) to provide a source of funding to pay for the Facility Costs and the Maintenance Service Costs, (collectively, the “**Maintenance Costs**”), which Maintenance Costs are generally attributable to the persons and/or properties subject to such Maintenance Fees, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, when property subject to the Maintenance Fee and other fees imposed by the District is sold, the District incurs certain direct and indirect administrative, record keeping and bookkeeping costs related to such conveyances, including but not limited to providing status letters to title companies, updating the District’s records, and communicating with new owners regarding the Maintenance Services provided by the District (the “**Administrative Services**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Administrative Fee**”) to provide a source of funding to pay for the Administrative Services, which Administrative Services are generally attributable to the persons and/or properties subject to the Administrative Fee, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the Maintenance Fee and the Administrative Fee, as set forth in this Resolution, are reasonably related to the overall cost of providing the Facilities and Services and paying the Maintenance Costs, and to providing the Administrative Services, and that imposition thereof is necessary and appropriate; and

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

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Apartment Unit**” means each area of that property described on **Exhibit C-1** which is or which may be separately offered for rental or lease by the owner of the property described on **Exhibit C-1**, and for which a certificate of occupancy has been issued for the apartment building within which the same is located.

“**Condominium Unit**” means each condominium unit created by the recordation of a condominium map for all or any portion of that that property described on **Exhibit C-2** which has been Transferred to an End User.

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

“**End User**” means any third-party homeowner or tenant of any owner occupying or intending to occupy a Condominium Unit, a Multi-Family Residential Unit, or a Single Family Residential Unit.

“**Fee Area Boundaries**” means the legal boundaries as particularly set forth in **Exhibit B** and incorporated herein by this reference.

“**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.

“**Multi-Family Residential Unit**” means each of the lots within the Fee Area Boundaries and described in **Exhibit C-3** which has been Transferred to an End User.

“**Single Family Residential Unit**” means each of the lots located within the Fee Area Boundaries and described in **Exhibit C-4** which has been Transferred to an End User.

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

2. MAINTENANCE FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the District and its respective residents and property owners to impose, and does hereby impose a Maintenance Fee to fund the Maintenance Costs. The Maintenance Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to an annual “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The initial Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

b. The Board has determined, and does hereby determine, that the Maintenance Fee is reasonably related to the overall cost of providing the Facilities and the Maintenance Services, and is imposed on those who are reasonably likely to benefit from or use the Facilities and the Maintenance Services.

c. The revenues generated by the Maintenance Fee will be accounted for separately from other revenues of the District. The Maintenance Fee revenue will be used solely for the purpose of paying Maintenance Costs, and may not be used by the District to pay for general administrative costs of the District. This restriction on the use of the Maintenance Fee revenue shall be absolute and without qualification.

d. The Board has determined, and does hereby determine, that the Maintenance Fee is calculated to defray the cost of funding Maintenance Costs and

reasonably distributes the burden of defraying the Maintenance Costs in a manner based on the benefits received by persons paying the fees and using the Facilities and Services.

3. ADMINISTRATIVE FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the District and its respective residents and property owners to impose, and does hereby impose an Administrative Fee to fund the Administrative Services. The Administrative Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to an annual "Fee Schedule" and shall constitute the rate in effect until such schedule is amended or repealed. The initial Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

b. The Board has determined, and does hereby determine, that the Administrative Fee is reasonably related to the overall cost of providing the Administrative Services, and is imposed on those who are reasonably likely to benefit from the Administrative Services.

c. The Board has determined, and does hereby determine, that the Administrative Fee is calculated to defray the cost of providing the Administrative Services and reasonably distributes the burden of defraying the expenses of the Administrative Services in a manner based on the benefits received by persons paying the Administrative Costs.

4. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any fee imposed hereunder not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding fee imposed hereunder, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. 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 District and/or its consultants in connection with the foregoing.

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

6. 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 District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Arapahoe County, Colorado.

7. 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.

8. THE PROPERTY. This Resolution shall apply to the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

9. EFFECTIVE DATE. This Resolution shall become effective January 1, 2021.

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

ADOPTED this 24th day of November, 2020.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

General Counsel to the District

*Signature page to Resolution Concerning the Imposition of a Maintenance and an
Administrative Fee*

EXHIBIT A

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

Schedule of Fees

Effective January 1, 2021

Schedule of Fees		
Fee Type	Classifications	Rate
Maintenance Fee	Single Family Residential Unit	\$198.45/quarter
	Multi-Family Residential Unit	\$264.60/quarter
	Apartment Unit	\$66.15/quarter
	Condominium Unit	\$66.15/quarter
	The Due Date for each Maintenance Fee for each Single Family Residential Unit, each Multi-Family Residential Unit, each Apartment Unit, and each Condominium Unit is the first day of each quarter (January 1, April 1, July 1, October 1).	
Administrative Fee	All Single Family Residential Units, Mutli-Family Units, and Condominium Units	\$250
	An Administrative Fee shall be due and payable upon the closing of the sale any Single Family Unit, Multi-Family Residential Unit, or Condominium Unit within the Fee Area Boundaries	

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

Littleton Village Metropolitan District No. 2
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 5000
Greenwood Village, CO 80111

EXHIBIT B

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

Fee Area Boundaries

Lots 1 through 56, inclusive, Block 1,
Lots 1 through 10, inclusive, Block 2,
Lots 1 through 12, inclusive Block 3,
Lots 1 through 23, inclusive, Block 4,
All as shown on the Littleton Village Replat No. 1,
County of Arapahoe, State of Colorado

Lots 1 through 14, inclusive, Block 1,
Lots 1 through 14, inclusive, Block 2,
Lots 1 through 7, inclusive, Block 3,
Lots 8 through 14, inclusive, Block 4,
Lots 1 through 14, inclusive, Block 5,
Lots 1 through 12, inclusive, Block 6,
Lots 1 through 6, inclusive, Block 7,
Lots 1 through 4, inclusive, Block 8,
Lots 1 through 4, inclusive Block 9,
Lots 1 through 6, inclusive, Block 10,
Lots 1 through 6, inclusive, Block 11,
Lots 1 through 5, inclusive, Block 12,
Lots 1 through 5, inclusive, Block 13,
Lots 1 through 6, inclusive, Block 14,
All as shown on the Littleton Village Replat No. 2,
County of Arapahoe, State of Colorado

Lots 1 through 70, inclusive,
All as shown on the Littleton Village Replat No. 3 (Final Plat),
County of Arapahoe, State of Colorado

Lot 2, Block 2
As shown on the plat of Littleton Village,
County of Arapahoe, State of Colorado

Lot 1, Block 1
As shown on the Littleton Village Replat 4,
County of Arapahoe, State of Colorado

EXHIBIT C-1

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

Apartment Units

Each Apartment Unit which may be separately offered for rental or lease by the owner of the following property:

Lot 1, Block 1,
As shown on the Littleton Village Replat 4,
County of Arapahoe, State of Colorado

EXHIBIT C-2

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

Condominium Units

Each Condominium Unit within the property described on below, created by the recordation of a condominium map:

Lot 1, Block 2,
As shown on the plat of Littleton Village,
County of Arapahoe, State of Colorado

EXHIBIT C-3

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

Multi-Family Residential Units

Lots 1 through 56, inclusive, Block 1,
All as shown on the Littleton Village Replat No. 1,
County of Arapahoe, State of Colorado

Lots 1 through 14, inclusive, Block 1,
Lots 1 through 14, inclusive, Block 2,
Lots 1 through 7, inclusive, Block 3,
Lots 8 through 14, inclusive, Block 4,
Lots 1 through 14, inclusive, Block 5,
Lots 1 through 12, inclusive, Block 6,
All as shown on the Littleton Village Replat No. 2,
County of Arapahoe, State of Colorado

Lots 1 through 70, inclusive,
All as shown on the Littleton Village Replat No. 3 (Final Plat),
County of Arapahoe, State of Colorado

EXHIBIT C-4

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

Single Family Residential Units

Lots 1 through 10, inclusive, Block 2,
Lots 1 through 12, inclusive, Block 3,
Lots 1 through 23, inclusive, Block 4,
All as shown on the Littleton Village Replat No. 1,
County of Arapahoe, State of Colorado

Lots 1 through 6, inclusive, Block 7,
Lots 1 through 4, inclusive, Block 8,
Lots 1 through 4, inclusive Block 9,
Lots 1 through 6, inclusive, Block 10,
Lots 1 through 6, inclusive, Block 11,
Lots 1 through 5, inclusive, Block 12,
Lots 1 through 5, inclusive, Block 13,
Lots 1 through 6, inclusive, Block 14,
All as shown on the Littleton Village Replat No. 2
County of Arapahoe, State of Colorado