

**RESOLUTION NO. 2018-04-02**

**AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF WESTOWN METROPOLITAN DISTRICT FOR THE IMPOSITION OF FEES FOR THE CENTRALIZED PROVISION OF TRASH REMOVAL AND RECYCLING SERVICES**

A. Westown Townhomes, LLC (“**Westown**”) is the owner of certain real property situated in the City of Arvada, County of Jefferson, State of Colorado, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”) (each such lot shown on **Exhibit A**, a “**Lot**” and collectively, the “**Lots**”), as the same is further identified on that certain Hometown South Subdivision – Amendment No. 1, Final Plat, recorded in the official records of Jefferson County, Colorado, on July 30, 2015 at Reception No. 2015079975 (the “**Plat**”).

B. Westown Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Amended and Restated Service Plan approved by the City Council of the City of Arvada, Colorado (the “**City**”) on October 19, 2015, as may be further amended from time to time (collectively, the “**Service Plan**”).

C. The District is subject to those certain Declaration of Covenants and Restrictions of Westown, recorded on September 21, 2016 at Reception No. 2016095555 in the office of the Clerk and Recorder of Jefferson County, Colorado, as may be amended and supplemented from time to time (the “**Covenants**”).

D. Pursuant to the Covenants, and as allowable by Section 32-1-1004(8), C.R.S., the District has been empowered to furnish covenant enforcement and to use revenues therefrom that are derived from the Property.

E. Pursuant to the Covenants, the District shall provide for trash removal and recycling collection (the “**Services**”) for any Unit, as defined in the Covenants.

F. The District is authorized pursuant to the Covenants, its Service Plan, and as allowable by Section 32-1-1001(1)(j)(I), C.R.S., to fix fees and penalties for services or facilities provided by the District.

G. The District adopted Resolution No. 2016-07-05 for the Imposition of Fees for the Centralized Provision of Trash Removal and Recycling Services on July 25, 2016 (the “**Original Resolution**”), which Original Resolution was recorded in the official records of Jefferson County, Colorado at Reception No. 2017017472 on February 14, 2017.

H. Pursuant to the Original Resolution, the District determined that to meet the costs of providing the Services it should impose certain fees on the Property (“**Trash and Recycling Fees**”).

I. Centennial Consulting Group is under contract with the District to provide management services to the District (“**District Manager**”).

J. The District determined that for efficiency purposes, it is appropriate for the District Manager to collect the Trash and Recycling Fees from each Unit.

K. The District has determined that for the purpose of efficiency in collections, the payment terms of the Trash and Recycling Fees should be modified. Accordingly, the District desires to amend and restate the Original Resolution in its entirety.

L. The District shall record this Resolution and amendments hereto, from time to time, in the Jefferson County, Colorado real property records to give notice to owners of each of the Lots within the Service Area (individually, a “**Property Owner**” and collectively, the “**Property Owners**”) and other interested parties of the imposition and collection of the Trash and Recycling Fees.

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF DIRECTORS OF WESTOWN METROPOLITAN DISTRICT (THE “**BOARD**”), AS FOLLOWS:

Section 1.01 The Board hereby determines that it is in the best interests of the District and its taxpayers and inhabitants that the District impose certain Trash and Recycling Fees, as explained herein, on each Unit.

Section 1.02 **Trash and Recycling Fees**. The Trash and Recycling Fees will be collected by the District Manager in accordance with Section 3 herein, and shall collectively include the following:

(a) **Service Fee**. A monthly fee of Fourteen Dollars (\$14.00) will be charged to each Unit to cover the cost of trash pickup and recycling services (“**Service Fee**”) through December 31, 2018. Each year thereafter through December 31, 2020, the Service Fee may be increased up to five percent (5%) a year. The first monthly payment shall be due and payable upon the closing of the transfer of a Unit from a home builder or developer to a third party buyer and shall consist of a full month Service Fee and the pro-rated portion of the current month’s Service Fee. Thereafter, monthly payments shall be due and payable on the Due Date, as defined below. The Service Fee may be amended from time-to-time in the Board’s sole discretion.

(b) **Late Fee**. A fee of Five Dollars (\$5.00) per month will be added to all past due amounts (“**Late Fee**”).

Section 1.03 **Billing Procedure**. Each Unit will be billed monthly by the District Manager, which may be pro-rated, in advance, for Services provided through the following month subject to the following procedure:

(a) **Invoicing**. Invoices for the Service Fee will be sent to each Unit in the month prior to the Due Date, as defined herein. Payment is due on the first day of each month (each a “**Due Date**”). Unit invoices will provide all amounts currently due, all amounts past due, including all Collection Costs, as defined below, and any Late Fees

owing on the account. Payment shall be submitted to the District Manager at the following address and payable to:

Westtown Metropolitan District  
c/o Centennial Consulting Group  
2619 Canton Court, Suite A  
Fort Collins, CO 80525

(b) **Past Due Payments.** Payment will become past due thirty (30) days after the Due Date (the “**Past Due Date**”) and will be assessed a Late Fee. If payment is not received prior to the Past Due Date, a reminder letter will be mailed to those Units which have not previously become past due. The reminder letter will be sent as a one-time courtesy reminder. Units that have received a reminder letter will not be issued a reminder for future delinquencies. The letter will state that payment must be received not later than ten (10) days of the mailing date of the reminder letter. Payments made will be applied first to any Late Fees and Collection Costs, as defined below.

Section 1.04 **Default.** In the event that any such fee established hereunder remains unpaid three (3) months after its Due Date (“**Default**”), the District Manager and/or General Counsel shall be authorized to institute such remedies and collection proceedings for any and all outstanding amounts as may be authorized under Colorado law. All collections efforts shall be made pursuant to, and in accordance with, applicable state and federal laws. The defaulting Property Owner shall pay all costs incurred for collection of the Service Fee, including attorneys' fees (the “**Collection Costs**”). The District Manager shall attempt to collect all past due Service Fees, Collections Costs and Late Fees from the defaulting Property Owner.

Section 1.05 **Continued Default.** In the event that a Property Owner has more than one Default in a calendar year, the District can require the Property Owner, at its reasonable discretion, to pay all future Service Fees for the remainder of the calendar year. If the Property owner refuses to pay, the District can discontinue Service to that Property Owner's Unit by providing a Notice of Termination, as defined below.

Section 1.06 **Termination of Services by the District.** Service to any Unit for which any Service Fee established hereunder remains unpaid six (6) months after its Due Date may be discontinued by the District. The District will provide written notification to each Unit at least ten (10) days before the Services are terminated (“**Notice of Termination**”).

Section 1.07 **Perpetual Lien.** Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all Service Fees, Late Fees, and/or Collection Costs until paid, shall constitute a perpetual lien on and against the property to be served by the District. Except for the lien against the property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Service Fees, Late Fees, and/or Collection Costs shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the property and shall run with the property and remain in effect until paid in full.

Section 1.08 **Invalidation.** 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.

Section 1.09 **Effective Date**. This Resolution shall take effect immediately upon its adoption and approval.


Section 1.10 **Information**. Inquiries pertaining to the Service Fee may be directed to Westown Metropolitan District, care of the District Manager, Centennial Consulting Group, at (970) 484-0101.

APPROVED AND ADOPTED this 25<sup>th</sup> day of April, 2018.

**WESTOWN METROPOLITAN DISTRICT,**  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

By:   
Its: President

Attest:

  
Secretary

**EXHIBIT A**

**PROPERTY**

Lots 10 through 62 inclusive, Block 1,  
Lots 1 through 55 inclusive, Block 2,  
Lots 1 through 81 inclusive, Block 3,  
Hometown South Subdivision - Amendment No. 1,  
City of Arvada, County of Jefferson, State of Colorado.