

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Michael Tamblyn	President	2022/May 2022
Mark A. Waggoner	Vice President/Treasurer	2020/May 2020
<i>VACANT</i>		2020/May 2020
<i>VACANT</i>		2022/May 2020
<i>VACANT</i>		2022/May 2020
Ann E. Finn	Secretary	

DATE: December 5, 2018
TIME: 4:00 P.M.
PLACE: Kacey Building
1201 Auraria Pkwy
Denver, Colorado

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflict of Interest.
-

- B. Approve Agenda, confirm location of the meeting and posting of meeting notices.
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- C. **Consent Agenda** – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Approve Minutes of the August 7, 2018 special meeting (enclosure).
 - Consider regular meeting dates for 2019 on the first Wednesday in April, August and December 2019 at 4:00 p.m., at the Kacey Building, 1201 Auraria Parkway, Denver, Colorado. Review and consider adoption of Resolution No. 2018-12-01; Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72 Hour and 24-Hour Notices (enclosure).
 - Ratify approval of payment of claims for the period beginning August 1, 2018 through November 30, 2018 totaling \$2,630,254.96 (enclosure).
 - Approve Engagement of Stratagem P. C. to perform the 2018 Audit, in the amount of \$3,850 (enclosure).
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II. FINANCIAL MATTERS

- A. Review and accept the unaudited financial statements as of September 30, 2018 (enclosure).
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1. Consider approval of positive pay and bill.com payment process.
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- B. Conduct public hearing to consider Amendment to 2018 Budget and (if necessary) consider adoption of Resolution to Amend the 2018 Budget and appropriate expenditures.
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- C. Conduct Public Hearing on the proposed 2018 Budget and consider adoption of Resolution to Adopt the 2019 Budget and Appropriate Sums of Money and Set Mill Levies (for General Fund _____, Debt Service Fund _____ and Other Fund(s) _____ for a total mill levy of _____) (draft 2019 Budget – to be distributed).
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- D. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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III. LEGAL MATTERS

- A. Discuss imposition of Rules and Regulations for Construction Activities.
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- B.
-

IV. CAPITAL MATTERS

- A. Review Construction Status Report for the Prairie Center Village I Phase IA and IB Improvements, ratify approval of Pay Applications and Change Orders (enclosure):

1. Construction Contract with Bemas Construction.
-

2. Construction Contract with Scott Contracting.

3. Construction Contract with ESCO Construction Company.

4. Construction Contract with Rocky Mountain Excavating.

5. Construction Contract with Colorado Designsapces, Inc.

6. Construction Management Agreement with Brinkmann Constructors.

V. OPERATIONS AND MAINTENANCE

- A. Discuss operations and maintenance services for 2019.

VI. OTHER BUSINESS

- A. Consider approval of Addendum to the Management Services Agreement with Special District Management Services, Inc. for design review and covenant control services (to be distributed).

- B. Consider approval of Design Guidelines and Rules and Regulations (enclosure).

VII. ADJOURNMENT **THERE ARE NO FURTHER REGULAR MEETINGS SCHEDULED FOR 2018.**

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER
METROPOLITAN DISTRICT NO. 7 (the "District")
HELD
AUGUST 7, 2018**

A special meeting of the Board of Directors of the Prairie Center Metropolitan District No. 7 (referred to hereafter as "Board") was convened on Tuesday, the 7th day of August, 2018, at 4:00 P.M., at the Kacey Building, 1201 Auraria Parkway, Denver, Colorado. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Michael Tamblyn
Mark A. Waggoner

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Paula Williams, Esq.; McGeady Becher P.C.

Thuy Dam; CliftonLarsonAllen LLP

Rick Rome; Redland Consulting Group Inc.

Brad Grimes; Brinkmann Constructors (via speakerphone for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Attorney Williams noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was further noted by Attorney Williams that all Directors' Disclosure Statements have been filed and no additional conflicts were disclosed.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's special meeting.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Agenda was approved, as amended.

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board determined to conduct the meeting within 20 miles of its boundaries at the above stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

May 8, 2018 Regular Election: Ms. Finn noted for the Board that the May 8, 2018 election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were no more candidates than positions available on the Board of Directors. Director Tamblyn was deemed elected to a 4-year term ending May 2022.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Tamblyn seconded by Director Waggoner and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Michael Tamblyn
Treasurer	Mark Waggoner
Secretary	Ann E. Finn

CONSENT AGENDA

The Board considered the following actions:

- Approve Minutes of the April 4, 2018 special meeting.
- Ratify approval of payment of claims for the period beginning April 1, 2018 through July 31, 2018 totaling \$1,787,764.12.

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Dam presented and reviewed the unaudited financial statements for the period ending June 30, 2018.

Following review and discussion, upon motion duly made by Director Waggoner, seconded by Director Tamblyn and, upon vote, unanimously carried, the unaudited financial statements for the period ending June 30, 2018 were accepted, as presented.

2017 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2017 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2017 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. There were no comments from the public in attendance and the public hearing was closed.

Following review and discussion, Director Tamblyn moved to adopt Resolution No. 2018-08-01 to Amend the 2017 Budget, Director Waggoner seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2018-08-01 to Amend the 2017 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Preparation of 2019 Budget: The Board discussed the preparation of the 2019 Budget.

Following discussion, upon motion duly made by Director Waggoner, seconded by Director Tamblyn and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2019 Budget and determined to hold the public hearing to consider adoption of the 2019 Budget on December 5, 2018 at 4:00 p.m. at the regular meeting location.

LEGAL MATTERS

Rules and Regulations for Construction Activities: The Board deferred discussion.

RECORD OF PROCEEDINGS

Master Service Agreement for Professional Design Services between the District and DTJ Design, Inc.: Attorney Williams discussed with the Board the Master Service Agreement for Professional Design Services between the District and DTJ Design, Inc.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the Master Service Agreement for Professional Design Services between the District and DTJ Design, Inc.

Fee Collection Intergovernmental Agreement between Prairie Center Metropolitan District No. 3 and Prairie Center Metropolitan District No. 7: Attorney Williams reviewed with the Board a Fee Collection Intergovernmental Agreement between Prairie Center Metropolitan District No. 3 and Prairie Center Metropolitan District No. 7.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved the Fee Collection Intergovernmental Agreement between Prairie Center Metropolitan District No. 3 and Prairie Center Metropolitan District No. 7, subject to final review by Counsel.

CAPITAL MATTERS

Prairie Center Village I Phase IA and IB Improvements: Mr. Grimes reviewed pay applications and change orders with the Board.

Construction Contract with BEMAS Construction:

- a. Change Order No. A1 for deduction of (\$412,322.20).
- b. Change Order No. A2 for an increase of \$126,699.77.
- c. Change Order No. A3 for an increase of \$4,559.50.
- d. Change Order No. A4 for an increase of \$6,498.64.
- e. Change Order No. A5 for an increase of \$389,394.12.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the above Change Orders.

Construction Contract with Scott Contracting:

- a. Change Order No. D-1 for increase of \$23,173.50.
- b. Change Order No. D-2 for a decrease of (\$76,100.53).

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the above Change Orders.

Construction Contract with ESCO Construction Company:

- a. Change Order No. 1 for an increase of \$3,159.53.
- b. Change Order No. B-2 for a decrease of \$(5,933.80).

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the above Change Orders.

Construction Contract with Rocky Mountain Excavating:

- a. Change Order No. 1 for an increase of \$5,602.58.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the above Change Orders.

Construction Contract with Colorado Designsapes, Inc.:

- a. Change Order No. 1 for an increase of \$14,837.90.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the above Change Orders.

Construction Management Agreement with Brinkmann Constructors:

- a. Change Order No. 1 for deduction of (\$20,616.11).
- b. Change Order No. 2 for an increase of \$6,334.99.
- c. Change Order No. 3 for an increase of \$227.98.
- d. Change Order No. 4 for an increase of \$324.93.
- e. Change Order No. 5 for an increase of \$1,158.68.
- f. Change Order No. 6 for an increase of \$741.90.
- g. Change Order No. 7 for an increase of \$280.13.
- h. Change Order No. 8 for an increase of \$19,469.17.
- i. Change Order No. 9 for an increase of \$157.98.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the above Change Orders.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made, seconded and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

THESE MINUTES APPROVED AS THE OFFICIAL AUGUST 7, 2018
MINUTES OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7 BY
THE BOARD OF DIRECTORS SIGNING BELOW:

Mike Tamblyn

Mark A. Waggoner

RESOLUTION TO AMEND 2017 BUDGET
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

WHEREAS, the Board of Directors of the Prairie Center Metropolitan District No. 7 adopted a budget and appropriated funds for the fiscal year 2017 as follows:

General Fund	\$	-0-
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WHEREAS, the necessity has arisen for additional expenditures in the General Fund requiring the unanticipated expenditure of funds in excess of those appropriated for the fiscal year 2017; and

WHEREAS, the necessity has arisen to establish a Capital Projects Fund requiring the unanticipated expenditure of funds for the fiscal year 2017; and

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures in the General Fund from developer advances; and

WHEREAS, funds are available for such expenditures in the Capital Projects Fund from developer advances.


NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Prairie Center Metropolitan District No. 7 shall and hereby does amend the Budget for the fiscal year 2017 and adopts a supplemental budget and appropriation for the General Fund and Capital Projects Fund for the fiscal year 2017 as follows:

General Fund	\$	20,000
Capital Projects Fund	\$	40,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the proper funds for the purposes stated.

DATED this 7th day of August, 2018.

PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7

By: 
Secretary

RESOLUTION NO. 2018-12-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
ESTABLISHING REGULAR MEETING DATES, TIME AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 24-6-402(2)(c), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the place at which notice will be posted at least 24 hours prior to each meeting.

C. Pursuant to Section 32-1-903, C.R.S., special districts are required to post notices of regular and special meetings at three (3) public places within the district and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting.

D. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

E. The provisions of Section 32-1-903, C.R.S., may be waived if: (1) the proposed change of location of a meeting of the board appears on the agenda of a regular or special meeting; and (2) a resolution is adopted by the board stating the reason for which a meeting is to be held in a location other than under Section 32-1-903(1), C.R.S., and further stating the date, time and place of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Prairie Center Metropolitan District No. 7 of the County of Adams, Colorado:

1. That the provisions of Section 32-1-903(1), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the "**District Board**") has determined that conducting regular and special meetings pursuant to Section 32-1-903(1), C.R.S., would be inconvenient and costly for the Directors and consultants of the District in that they live and/or work outside the twenty (20) mile radius requirement.

3. That regular meetings of the District Board of the Prairie Center Metropolitan District No. 7 for the year 2019 shall be held on April 3, 2018, August 7, 2018 and December 4, 2019 at 4:00 p.m., at the Kacey Building, 1201 Auraria Parkway, Denver, Colorado.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each Director.

5. That, until circumstances change and a future resolution of the District Board so designates, the location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s), location(s) and any such objections shall be considered by the District Board in setting future meetings.

7. Notice of Meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location:

- (a) At the Southwest corner of 144th Avenue and South 27th Avenue
- (b) At the Northwest corner of 144th Avenue and South 27th Avenue

8. Notices of regular and special meetings required to be posted at three (3) public places within the District and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting shall be made pursuant to Section 32-1-903, C.R.S.

9. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

RESOLUTION APPROVED AND ADOPTED on December 5, 2018.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

By: _____
President

Attest:

Secretary

Prairie Center Metropolitan District No. 7

Check List

All Bank Accounts

August 1, 2018 - November 30, 2018

Check Number	Check Date	Payee	Amount
Vendor Checks			
1058	08/14/18	Aztec Consultants, Inc.	6,895.00
1059	08/14/18	Bemas Construction Inc.	13,923.20
1060	08/14/18	Brinkmann Construction	51,419.64
1061	08/14/18	Colorado Designsapces, Inc.	182,696.46
1062	08/14/18	CTL Thompson	12,334.00
1063	08/14/18	DTJ Design, Inc.	3,566.90
1064	08/14/18	ESCO Construction Co.	227,606.42
1065	08/14/18	Matrix Design Group, Inc.	4,357.27
1066	08/14/18	McGeady Becher, PC	992.50
1067	08/14/18	Redland Consulting Group	3,055.00
1068	08/14/18	Scott Contracting, Inc.	137,414.57
1069	08/14/18	Special District Mgmt. Services, Inc	1,909.95
1070	09/19/18	Aztec Consultants, Inc.	33,642.00
1071	09/19/18	Brinkmann Construction	74,598.53
1073	09/19/18	CliftonLarsonAllen LLP	1,616.42
1074	09/19/18	Colorado Designsapces, Inc.	68,955.60
1075	09/19/18	CTL Thompson	8,093.48
1076	09/19/18	DTJ Design, Inc.	3,773.30
1077	09/19/18	ESCO Construction Co.	384,554.92
1078	09/19/18	McGeady Becher, PC	1,196.50
1079	09/19/18	Redland Consulting Group	3,141.74
1080	09/19/18	Rocky Mountain Excavating, Inc.	290,736.22
1081	09/19/18	Scott Contracting, Inc.	30,925.20
1082	09/19/18	Special District Mgmt. Services, Inc	1,186.60
1083	10/15/18	Aztec Consultants, Inc.	10,877.00
1084	10/15/18	Brinkmann Construction	53,594.14
1085	10/15/18	CliftonLarsonAllen LLP	3,362.57
1086	10/15/18	CO Special Dist. Prop & Liab Pool	350.00
1087	10/15/18	Colorado Designsapces, Inc.	131,470.19
1088	10/15/18	CTL Thompson	15,166.00
1089	10/15/18	DTJ Design, Inc.	2,789.25
1090	10/15/18	ESCO Construction Co.	100,972.27
1091	10/15/18	McGeady Becher, PC	93.50
1092	10/15/18	Redland Consulting Group	1,700.00
1093	10/15/18	Rocky Mountain Excavating, Inc.	26,125.00
1094	10/15/18	Scott Contracting, Inc.	170,305.29
1095	10/15/18	Special District Mgmt. Services, Inc	133.69
1096	11/20/18	Aztec Consultants, Inc.	18,039.00
1097	11/20/18	Bemas Construction Inc.	26,492.97
1098	11/20/18	Brinkmann Construction	47,694.81
1099	11/20/18	CliftonLarsonAllen LLP	3,677.32
1100	11/20/18	Colorado Designsapces, Inc.	394,258.31
1101	11/20/18	CTL Thompson	5,423.18
1102	11/20/18	DTJ Design, Inc.	4,618.70
1103	11/20/18	McGeady Becher, PC	70.00
1104	11/20/18	Redland Consulting Group	4,052.50
1105	11/20/18	Special District Mgmt. Services, Inc	754.59
Paid by wire	10/23/18	City of Brighton	59,643.26
Vendor Check Total			<u>2,630,254.96</u>
Check List Total			<u><u>2,630,254.96</u></u>

Check count = 48

October 16, 2018

c/o CliftonLarsonAllen LLP
Prairie Center Metropolitan District No. 7
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

To whom it may concern:

We are pleased to confirm our understanding of the services we will provide Prairie Center Metropolitan District No. 7 ("the District") for the year ended December 31, 2018.

Type of Services and Investment: We will audit the general purpose financial statements of the District as of December 31, 2018. Your investment with our firm for the stated service(s) will be \$3,850.

Character of Services: Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express an unqualified opinion that your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance.

As part of your investment, we will provide the required and/or agreed upon accounting/bookkeeping services necessary to audit the financial statements identified above. Such services will be limited to the adjustment of specific accounts identified as necessary. The performance of a bookkeeping service is deemed to be a non-attest service in our professional standards. These services will be performed in conjunction with tests of reasonableness and materiality as defined by accounting principles and auditing standards generally accepted in the United States of America. Should the necessary accounting services result in a significant modification to your investment, we will notify you immediately to discuss the proposed investment modification and submit a Change Order for your approval before the services are completed.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of cash balances and/or certain other assets and liabilities by correspondence with selected banks and creditors. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the financial statements. However, we will inform you

of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. As auditors our responsibility is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Your Responsibilities: Our audit will be conducted on the basis that management, and where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. to provide us with
 - i. access to all information of which the District is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. additional information that we may request from the District for the purpose of the audit; and
 - iii. unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from the District and where appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about known or suspected fraud affecting the District involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are also responsible for providing us all of the information requested in a timely manner and for informing us if any requested information will be delayed, as failing to provide the requested information and/or delays in providing such information may impact Stratagem PC's services, pricing, and/or our ability to deliver the project on time.

Reportable Conditions on Internal Controls: We may make recommendations concerning your accounting system and system of internal controls. Because our engagement does not include a review and evaluation of these systems, any failures or inadequacies of your accounting records or financial statements resulting from inadequacies in these systems, or losses that you may suffer as a result, are exclusively your responsibility.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions, that is, significant deficiencies in the design or operation of internal control. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.

Quality Review: The District agrees to, and hereby consents to participate in Stratagem PC's policy of Quality Review. As a part of this program, all of the major services performed under this Agreement may be reviewed by another CPA in our firm following strict rules of confidentiality or by another CPA under the American Institute of

Certified Public Accountants Peer Review Program. The price for this enhanced review is included in the professional services detailed above.

Other Services: Your investment for services not included as part of this engagement will be determined based on our standard rates or, depending on the type of engagement, will be identified and presented under a specific engagement letter for that particular service.

Service Guarantee: Our work is guaranteed to the complete satisfaction of the client. If the District is not completely satisfied with any of the services performed by Stratagem PC under this Agreement, we will, at the option of the District refund the price, modify our work, or accept a portion of said price that reflects the District's level of satisfaction. So that we may fulfill our guarantee, you agree to provide us a written explanation of your dissatisfaction within the earlier of 30 days of service delivery or the invoice date. In the absence of a timely written explanation of your dissatisfaction, Stratagem PC will assume that you are satisfied with the services provided.

Conclusion of Engagement: At the conclusion of the engagement, you will be provided with a draft of the financial statements that we will review with management. Should this review result in requested modifications or changes to the information as presented, we will consider the applicability of those changes and, potentially, modify the statements accordingly.

We will not provide you with a final copy of the financial statements and report unless, or until, we have received a representation letter signed by the appropriate member of management.

Document Retention Policy: At the conclusion of this engagement, we will return to you all original records you supplied to us and any other records we deem to be part of your accounting system. Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentations, whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you that our records relating to the District are to be destroyed. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that our firm may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements and representation letters, and retain only digital images thereof.

Privacy Policies and Practices: CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. We do not disclose any nonpublic personal information obtained in the course of our practice except as required by law. Included with this engagement letter is our U.S. Consumer Privacy Notice that explains our privacy policies and practices (**see Appendix A**).

Subpoena of Documents: As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities or a legal, arbitration or administrative proceeding (including grand jury investigations), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Data Transmission: In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. Some of your data might be transmitted and stored electronically via systems that are not controlled by Stratagem PC - examples include but are not limited to email, use of secure portals such as ShareFile to upload and download your documents, and Adobe Sign to obtain

digital signatures. Our policies and procedures, as well as Colorado State statutes, require CPAs to only transmit personally identifiable information utilizing secure methods and we only work with established, reputable companies that have demonstrated their commitment to safeguarding your data. However, there is no guarantee that such data will not be seen by an unintended third party.

Conflicts of Interest: Although we intend to be fair and impartial toward all parties, a conflict of interest may exist between parties. Examples of these types of conflicts of interest include spouses, owners of businesses, and beneficiaries of trusts. Any information we receive from one party that may impact other party(ies) will be made known to all parties; and, for that purpose, you waive the requirements of confidentiality among yourselves and Stratagem PC.

Invoicing, Payment and Disputes: Your investment is determined based on the services we are providing and the value applied to those services. Should any matters come to our attention during the course of our work that would require a modification of your investment, we will notify you immediately.

Our invoices, including progress billings, are due upon presentation. If payment in full is not received within 60 days of the date of the invoice, you agree to pay interest at the rate of 18 percent per annum on any unpaid balance.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer or principal empowered to resolve the dispute. In the event that the designated representatives are unable to agree on a resolution, a mediation service acceptable to both parties shall select a mediator to mediate the dispute. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith. Our liability for any claims relating to or arising out of our performance of this agreement engagement will be limited to the lesser of any actual damages that may have been caused by our acts or omissions or the amount of the fees that you pay for these services.

Illegal Aliens: We certify that Stratagem PC shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Illegal Aliens.* We certify that Stratagem PC does not knowingly employ or contract with an illegal alien to perform work under this engagement letter, or will enter into a contract with a subcontractor that fails to certify to Stratagem PC that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under this engagement letter.
- B. *Verification Regarding Illegal Aliens.* We certify that Stratagem PC has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Stratagem PC will not use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the District.
- D. *Duty to Terminate Subcontractor:* If Stratagem PC obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Stratagem PC shall:
 - (i) notify the subcontractor and the District within three (3) days that Stratagem PC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Stratagem PC has actual knowledge that

the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

Stratagem PC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. *Duty to Comply with Investigation.* Stratagem PC shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The District shall notify the office of the Colorado Secretary of State if Stratagem PC violates a provision of C.R.S. 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Stratagem PC shall notify the District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S. § 8-17.5-102(5)(c).

I am the principal responsible for the audit engagement. We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign and return it to us. This letter will continue in effect until canceled by either party. Please feel free to call us with any questions you may have.

Sincerely,

STRATAGEM PC



Greg Livin, CPA, CCIFP, CGMA

RESPONSE:

This letter correctly sets forth the understanding of Prairie Center Metropolitan District No. 7 or the year ended December 31, 2018.

Signature _____

Title _____

Date _____

Please return all pages of the signed letter to Stratagem PC.

Appendix A:

U.S. Consumer Privacy Notice

FACTS: WHAT DOES STRATAGEM DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances and transaction history ▪ Credit history and payment history ▪ Other personal and/or business information we receive to assist in providing tax and accounting services
How?	All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons Stratagem chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Stratagem share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Not applicable	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	Not applicable	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call 303-988-1900 or email us at contact.us@stratagemcpa.com

Who we are	
Who is providing this notice?	Stratagem PC

What we do	
How does Stratagem protect my personal information	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Some of your data might be transmitted and stored electronically via systems that are not controlled by Stratagem. Examples include but are not limited to email, use of secure portals such as ShareFile to upload and download your documents, and Adobe Sign to obtain digital signatures. Our policies and procedures, as well as Colorado State statutes, require CPAs to only transmit personally identifiable information utilizing secure methods and we only work with established, reputable companies that have demonstrated their commitment to safeguarding your data.
How does Stratagem collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ Provide information in order to prepare your tax return ▪ Provide information in order to prepare personal or business financial statement ▪ Provide information regarding your personal or business financial matters to perform accounting, tax or consulting services
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes - information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Stratagem PC does not have any affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Federal, State and local tax agencies ▪ Third party software and computer support agencies ▪ Professional and/or regulatory entities
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ Stratagem does not have any joint marketing agreements with nonaffiliated financial companies

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

FINANCIAL STATEMENTS

SEPTEMBER 30, 2018



CliftonLarsonAllen LLP
CLAconnect.com

Accountant's Compilation Report

Board of Directors
Prairie Center Metropolitan District No. 7
Adams County, Colorado

Management is responsible for the accompanying financial statements of Prairie Center Metropolitan District No. 7, which comprise the balance sheet - governmental funds as of September 30, 2018, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2018 through September 30, 2018, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget, for the year then ending, for the General Fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

The forecasted budget results may not be achieved as there will usually be differences between the forecasted budget and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit the management's discussion and analysis, the government-wide financial statements, the statement of revenues, expenditures and changes in fund balance - governmental funds, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the historical financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the historical financial statements are not designed for those who are not informed about such matters.

The supplementary information and the supplementary financial forecasted budget information are presented for additional analysis and are not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however we have not audited, examined, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the supplementary historical information and the supplementary budget information.

We are not independent with respect to Prairie Center Metropolitan District No. 7.

Greenwood Village, Colorado
November 26, 2018

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS				
Cash - Checking	\$ -	\$ -	\$ 50	\$ 50
Prepaid insurance	350	-	-	350
TOTAL ASSETS	<u>\$ 350</u>	<u>\$ -</u>	<u>\$ 50</u>	<u>\$ 400</u>
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 3,385	\$ -	\$ 1,475,617	\$ 1,479,002
Retainage payable	-	-	192,635	192,635
Project management fee payable	-	-	172,411	172,411
Project management fee interest payable	-	-	2,984	2,984
Total Liabilities	<u>3,385</u>	<u>-</u>	<u>1,843,647</u>	<u>1,847,032</u>
FUND BALANCES				
Total Fund Balances	<u>(3,035)</u>	<u>-</u>	<u>(1,843,597)</u>	<u>(1,846,632)</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 350</u>	<u>\$ -</u>	<u>\$ 50</u>	<u>\$ 400</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Other revenue	\$ -	\$ 218	\$ 218
TOTAL REVENUES	<u>-</u>	<u>218</u>	<u>218</u>
EXPENDITURES			
Accounting - recurring	28,500	4,510	23,990
Accounting - audit prep	700	240	460
District management	30,000	2,630	27,370
Legal services	50,000	25,562	24,438
Miscellaneous/Contingency	10,000	4,664	5,336
Accounting - budget prep	800	97	703
Dues and licenses	-	244	(244)
Insurance and bonds	-	8,225	(8,225)
TOTAL EXPENDITURES	<u>120,000</u>	<u>46,172</u>	<u>73,828</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(120,000)	(45,954)	74,046
OTHER FINANCING SOURCES (USES)			
Developer advance	120,000	54,541	(65,459)
TOTAL OTHER FINANCING SOURCES (USES)	<u>120,000</u>	<u>54,541</u>	<u>(65,459)</u>
NET CHANGE IN FUND BALANCES	-	8,587	8,587
FUND BALANCES - BEGINNING	<u>-</u>	<u>(11,622)</u>	<u>(11,622)</u>
FUND BALANCES - ENDING	<u><u>\$ -</u></u>	<u><u>\$ (3,035)</u></u>	<u><u>\$ (3,035)</u></u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

SUPPLEMENTARY INFORMATION

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 1	\$ -	\$ (1)
TOTAL REVENUES	<u>1</u>	<u>-</u>	<u>(1)</u>
EXPENDITURES			
Miscellaneous	<u>1</u>	<u>-</u>	<u>1</u>
TOTAL EXPENDITURES	<u>1</u>	<u>-</u>	<u>1</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - ENDING	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Accounting - recurring	-	8,901	(8,901)
Accounting - audit prep	-	360	(360)
District management	-	3,945	(3,945)
Legal services	-	38,344	(38,344)
Accounting - budget prep	-	144	(144)
Project management fee	-	165,131	(165,131)
Project management fee interest	-	2,983	(2,983)
Village 1 park	-	631,304	(631,304)
Village 1 collector roads	-	3,808,451	(3,808,451)
TOTAL EXPENDITURES	-	4,659,563	(4,659,563)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	(4,659,563)	(4,659,563)
OTHER FINANCING SOURCES (USES)			
Developer advance	-	2,834,645	2,834,645
TOTAL OTHER FINANCING SOURCES (USES)	-	2,834,645	2,834,645
NET CHANGE IN FUND BALANCES	-	(1,824,918)	(1,824,918)
FUND BALANCES - BEGINNING	-	(18,679)	(18,679)
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ (1,843,597)</u>	<u>\$ (1,843,597)</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

Prairie Center Metropolitan District No. 7 (District), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in Adams County, Colorado. The District was formed by order and decree of the District Court for Adams County on May 22, 2006. The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including streets, transportation, traffic and safety controls, park and recreation facilities, water, sewer, television relay and translator and mosquito and pest control services.

Concurrently with the formation of the District, the City approved service plans for Prairie Center Metropolitan District Nos. 3, 4, 5, 6, 8, 9 and 10.

During elections held on May 2, 2006, a majority of the District's electors authorized general obligation indebtedness of \$6,790,000,000, for the above listed facilities, intergovernmental agreements and debt refunding. Additionally, on May 2, 2006, the District's voters authorized the District to collect, retain and spend all revenues in excess of TABOR spending, revenue raising or other limitations.

The Service Plans for District Nos. 2 – 10 limit the aggregate amount of debt that they may issue together with any debt issued by District No. 1 to \$750,000,000.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105.

Revenues

Developer Advances

The District general and administrative expenditures are expected to be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

The change in assessment ratio from 7.96% to 7.2% allows the District to adjust its mill levy to offset the decrease in revenues. Accordingly, the District adjusted its mill levy to 11.055 for operations and 44.222 for debt service.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Expenditures

General and Administrative Expenditures

General and administrative expenditures include the estimated costs of services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and other administrative expenses.

Debt and Leases

The District has no outstanding debt, nor any operating or capital leases.

Rick and Ann,

The following is an update on the status of the District projects for the December 5th meeting:

- **Prairie Center Village 1 – District No. 7**
 - Phase 1A of Village 1 is complete. KB Homes will begin the construction of their model homes on 11/30/18. The gas and electric feeds to Phase 1A are complete. The cable and television conduit/wiring is complete, but terminations and start-up remains ongoing with a communicated timeframe of completion January 2019.
 - Phase 1B wet utilities and site concrete is complete. The bottom lift of asphalt paving has been placed. The top lift of asphalt pavement will be placed when temperatures allow. Gas, electric, cable, and telephone underground work is complete. Terminations and start-up for all dry utilities remains ongoing with a communicated timeframe of completion January/February 2019.
 - Park landscaping and hardscapes are installed. Landscaping is installed at the Kestrel/27th entrance. Plantings have been installed at the Peregrine/Eagle entrance. Site walls have been placed at the Peregrine/Eagle entrance with the stone veneer installation ongoing. Entry signage is anticipated to begin 12/10/18 and complete by the end of December 2018.
- **Prairie Center Retail 3 – District No. 3**
 - Site grading, wet utilities, as well as curb and gutter installation are complete. Bottom lift of asphalt paving is anticipated to be complete by 12/6/18. The top lift of asphalt paving will occur when temperatures allow. Site sidewalks are anticipated to be completed 12/7/18.

The above information is being provided as though it is as of 12/5/18. Thus, some of the items listed as being completed are not completed today, but will be completed as of 12/5/18. Please review this information and let us know if you have any questions.

Thank you,

Brad Grimes P.E.

Project Engineer



p. 303.657.9700

c. 720.201.8319

Visit our new website at brinkmannconstructors.com

Please update your contacts to @brinkmannconstructors.com

INSIGHT BEYOND MEASURE

Employee Owned



THESE PRAIRIE CENTER RESIDENTIAL IMPROVEMENT GUIDELINES & RESTRICTIONS (AS MAY BE AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, THESE “RESIDENTIAL IMPROVEMENT RESTRICTIONS”) HAVE BEEN ADOPTED BY THE DESIGN REVIEW COMMITTEE IN ACCORDANCE WITH THE TERMS OF THE DECLARATION OF MASTER DESIGN REVIEW COVENANTS AND USE RESTRICTIONS FOR PRAIRIE CENTER RESIDENTIAL RECORDED IN THE REAL PROPERTY RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO (“RECORDS”) AT RECEPTION NO. 2018000038297 (AS MAY BE AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, THE “COMMUNITY DECLARATION”). THE DESIGN REVIEW COMMITTEE IS THE “DESIGN REVIEW COMMITTEE” DEFINED AND REFERRED TO IN THE DESIGN REVIEW DECLARATION.

PLEASE CHECK WITH THE DESIGN REVIEW COMMITTEE TO BE CERTAIN THAT YOU HAVE THE MOST CURRENT EDITION OF THESE RESIDENTIAL IMPROVEMENT RESTRICTIONS.

I. Basis for Guidelines

These Residential Improvement Restrictions are intended to assist homeowners in Prairie Center in the making of landscaping and other improvements to their property, and as provided for in the Community Declaration and to list the rules and regulations with respect to the use of residential sites. THE COMMUNITY DECLARATION REQUIRES PRIOR APPROVAL OF THE DESIGN REVIEW COMMITTEE BEFORE ANY “DEVELOPMENT ON A SITE” INVOLVING A RESIDENTIAL LOT IN PRAIRIE CENTER. “Development on a Site” is very broadly defined in the Community Declaration. For instance, Development on a Site would include any landscaping or change of grade of property; the construction or installation of any accessory building, patio, deck, pool or hot tub; the demolition or removal of any building or improvement; and any change of exterior appearance of a building or other improvement. In order to assist homeowners, the Community Declaration authorizes the Design Review Committee to establish guidelines and certain pre-approved designs for several types of Development on a Site, such as fencing. These Residential Improvement Restrictions contain the guidelines established by the Design Review Committee with respect to residential property. Throughout this document the term “property” shall refer to a residential site.

II. Contents of Guidelines

In addition to the introductory material, these Residential Improvement Restrictions contain (a) a listing of specific types of improvements which homeowners might wish to make with specific information as to each of these types of improvements; (b) rules and

regulations applicable to residential sites; (c) a summary of procedures for obtaining approval from the Design Review Committee; (d) inclusion of fencing details; and (e) a section to define commonly used terms herein. The Design Review Committee may modify, eliminate, or add restrictions as they deem appropriate to maintain the visual quality of the Prairie Center community.

III. Design Review Committee

The Design Review Committee consists of 3-5 members; all of whom currently are appointed by the “Declarant” under (and as defined by) the Community Declaration.

COMPANY NAME	OFFICE	FAX	E-MAIL
Special District Management Services, Inc. Attn: Peggy Ripko	(303) 987-0835	(303) 987-2032	pripko@sdmsi.com

IV. General Information

A. Effect of Community and Supplemental Declarations

The Community Declaration is a document governing property within certain residential portions of Prairie Center as more particularly described in the Community Declaration. Copies of the Community Declaration and these Residential Improvement Restrictions should be provided by the applicable homebuilder to each new home buyer when they purchase their homes. Copies are also available by contacting the Design Review Committee. Each homeowner should review and become familiar with the Community Declaration and these Residential Improvement Restrictions (and any other applicable guidelines or documents) applicable to his or her property. Nothing in these Residential Improvement Restrictions may supersede or alter the provisions or requirements of the Community Declaration and, if there is any conflict or inconsistency, the Community Declaration will control. All approvals by the Design Review Committee are final. Final decisions of the Design Review Committee are not subject to appeal or request for hearing or reconsideration. If any provision of these Residential Improvement Restrictions is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of these Residential Improvement Restrictions will remain in full force and effect.

B. Effects of PUD

The Prairie Center Mixed Use PUD is the zoning document for the property, and was approved by the City Council of the City of Brighton and recorded in the Records at Reception No. 2011000051553 (as may be amended and/or supplemented from time to time, the “PUD”). The PUD defines permitted uses in the various areas of Prairie

Center and contains provisions which affect improvements by homeowners. The PUD establishes among other things, minimum lot area and, in some cases, minimum front yard, side yard and rear yard distances (i.e., “setbacks”) and maximum building height. The PUD identifies permitted accessory building uses and sets development standards for accessory buildings. The PUD contains specific standards for landscaping. The PUD also contains provisions for off-street parking.

Declarant or its affiliates may seek and obtain modifications and amendments of the PUD, subject to the approval of the City of Brighton. Such modifications and amendments could change the uses of adjacent and nearby land from the uses, which are set forth herein.

C. Effect of Governmental and Other Regulations

Use of property and Development on a Site must comply with applicable building codes and other governmental requirements and regulations. Approval by the Design Review Committee will not constitute assurance that improvements comply with applicable governmental requirements or regulations, nor does approval assure that a permit or approvals are not also required from applicable governmental bodies. Declarant, the Design Review Committee and any “Prairie Center District(s)” (as defined in the Community Declaration) succeeding to Declarant’s right and obligations under this Community Declaration pursuant to the terms thereof, and their respective officers, directors, managers, members, partners, employees, agents, consultants, successors and assigns, will not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under the Community Declaration and these Residential Improvement Restrictions, nor for any defects in construction pursuant to such plans or specifications. The Design Review Committee’s approval of an application for Development of a Site will not constitute any representation by Declarant, the Design Review Committee or any Prairie Center District, their respective officers, directors, managers, members, partners, employees, agents or consultants that any plans, specifications or other materials submitted in connection with or as part of the application are in compliance with applicable governmental regulations and other codes, and will not relieve any owner or applicant of its obligation to comply with applicable laws, regulations and codes. Neither Declarant, the Design Review Committee, the Prairie Center Districts nor their respective and their respective officers, directors, managers, members, partners, employees, agents, consultants, successors and assigns, will be liable in damages to any owner or applicant, or to any owner affected by the Community Declaration and these Residential Improvement Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the Design Review Committee’s review and approval, with or without approval conditions, or

disapproval, or failure to approve any application or review of any plans or specifications in connection with such application. Neither Declarant, the Design Review Committee, the Prairie Center Districts nor their respective and their respective officers, directors, managers, members, partners, employees, agents, consultants, successors and assigns, will be liable in damages to any owner or any other person affected by the Community Declaration and these Residential Improvement Restrictions in connection with performing its functions thereunder.

D. Interference with Utilities

In undertaking Development on a Site, homeowners are responsible for locating all water, gas, sewer, electrical, cable television or other utility lines or easements. Homeowners should not construct any improvements over such easements without the consent of the utility involved and homeowners will be responsible for damage to any utility lines. All underground utility lines and easements can be located by contacting the following entities:

Utility Notification Center (cable, electric, gas, telephone) 800-922-1987

E. Goal of Residential Improvement Restrictions

Compliance with these Residential Improvement Restrictions and the provisions of the Community Declaration will help preserve the inherent architectural and aesthetic quality of Prairie Center. It is important that Development on a Site be made in harmony with, and not be detrimental to, the rest of the community. A spirit of cooperation with the Design Review Committee and neighbors will go far in creating an optimum environment, which will benefit all homeowners. By following these Residential Improvement Restrictions and obtaining approvals for Development on a Site from the Design Review Committee, homeowners will be protecting their financial investment and will help insure that Development on a Site is compatible with standards established for Prairie Center. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these Residential Improvement Restrictions, the Design Review Committee's interpretations thereof shall be final and binding.

V. Submittal Requirements & Procedures

A. General

As indicated in the listing of specific types of improvements, there are some cases in which advance written approval of the Design Review Committee is not required if the guidelines with respect to that specific type of improvement are followed. In a few cases, as indicated in the listing, a specific type of improvement is not permitted under any circumstances. IN ALL OTHER CASES, INCLUDING

IMPROVEMENTS NOT INCLUDED IN THE LISTING, ADVANCE OR PRIOR WRITTEN APPROVAL BY THE DESIGN REVIEW COMMITTEE IS REQUIRED BEFORE DEVELOPMENT ON A SITE IS COMMENCED. THIS SECTION OF THESE RESIDENTIAL IMPROVEMENT RESTRICTIONS EXPLAINS HOW SUCH APPROVAL IS TO BE OBTAINED.

B. Drawings or Plans

The Design Review Committee requires all submittals to list the address of the property and name and address of property owner. Submittal must be made prior to commencement of work on any Development on a Site, “descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors” as the Design Review Committee may reasonably request showing “the nature, kind, shape, height, width, color, materials and location” of the proposed Development on a Site. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect or draftsman and a simple drawing and description will be sufficient. In the case of major improvements, such as room additions, structural changes or accessory building construction, detailed plans and specifications, prepared by a registered architect and/or engineer, may be required. Whether done by the homeowner or professionally, the following guidelines should be utilized in preparing drawings or plans:

The drawing or plan should be done to scale and should depict the property lines of the lot and the outside boundary lines of the home as located on the lot. A copy of an improvement survey of the lot obtained when the home was purchased would be an excellent base from which to draw.

- Existing improvements, should be shown on the drawing or plan and identified or labeled. Such existing improvements include driveways, walks, decks, trees, shrubs, etc.
- The proposed improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed improvement, including the material to be used and the colors. (Example: Redwood deck, 10 feet by 12 feet with two (2) inch by four (4) inch decking, natural stain.)
- Landscape plan submittals should identify the total number of plants proposed, the plant species being used, and the approximate square footage of

the yard, mulch, and turf areas. It is recommended that this be shown as a table on the plan.

C. Submission of Drawings and Plans

Submittals for all improvements other than expansions or additions require one (1) set of plans be submitted to the Design Review Committee at the address in the introductory of these Residential Improvement Restrictions Submittals for expansions or additions require two (2) sets of plans be other improvements. These plans become a permanent part of the homeowner's file and will not be returned.

D. Review Fee

Fee Description	Fee Amount
Landscape Review and/or Fence Review	\$50
Paint Color Change	\$50
Addition of Accessory Building, Shed, Deck, Patio, Footprint (including Driveway) Review	\$100
Main Building Addition or Expansion	\$150
All other items	\$50

E. Action by Design Review Committee

The Design Review Committee will regularly review all applications submitted for approval. Under the terms of the Community Declaration, the Design Review Committee may require submission of additional material and the Design Review Committee may postpone action until all required materials have been submitted. The Design Review Committee will contact the applicant, by phone if possible, if the Design Review Committee feels additional materials are necessary, or if it needs additional information or has any suggestions for change.

F. Prosecution of Work

After approval, the approved Development on a Site should be accomplished as promptly and diligently as possible in accordance with the approval plans and description. With the exception of landscaping of a lot which shall be completed within 90 days after conveyance of the lot from a homebuilder to a homeowner (subject to the non-planting/winter season), the work must be completed, in any event, within one (1) year, or re-submittal shall be required, and the Design Review Committee has the right to monitor and inspect the work.

G. Questions; Definitions

In the case of any questions about the Design Review Committee's procedures, feel free to call and talk to the Design Review Committee or any of its representatives at the phone number and address listed in the introductory part of these Residential Improvement Restrictions.

1. **Boat:** A boat is a structure designed for navigation on the water and is propelled by oars, paddles, sails or active power, and includes any object commonly understood to be a boat.
2. **Camper Coach:** An item of mounted equipment which when temporarily or permanently mounted on a motor vehicle adapts such vehicle for use as temporary living or sleeping accommodations.
3. **Camping Trailer:** A vehicular portable unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping and travel use.
4. **Concealment:** Requires that 80% of the area or object be hidden from the view of the adjacent properties, street, parks and open spaces.
5. **Dog Kennel:** A structure where animals are kept for purposes of boarding, breeding or training or any type of commercial venture.
6. **Dog Run:** A contained space that is intended to allow one (1) or more animal's free movement in the outdoors.
7. **Legally Inoperable:** A vehicle which does not have a visible current valid license plate.
8. **Mechanically Inoperable:** A vehicle which is not road-ready (flat tires, stored on blocks, missing windshield, headlights etc.)
9. **Mobile Home:** A mobile home is any type of trailer or vehicle body, regardless of any appurtenances, additions, or other modifications thereto, without independent active power, manufactured upon an integral chassis or under carriage and designed either for travel over the highways or for housing accommodations or both.

10. **Motor Home:** A vehicular unit, built on a self-propelled motor vehicle chassis, primarily designed to provide temporary living quarters for recreational, camping, or travel use.
11. **Open Space/Common Area:** Land that has been dedicated to a Prairie Center District for open space, parks, greenbelts, streetscape or the like, whether irrigated or non-irrigated.
12. **Ornament:** A decoration that lends interest to the house and/or yard.
13. **Paving:** The use of asphalt, brick, flagstones, stepping stones, decomposed granite, pre-cast patterned or exposed aggregate concrete pavers for walks, driveways, patio areas or other purposes.
14. **Pickup Truck:** A truck with a cab and standard truck bed. "Flat bed" or "stake bed" trucks shall be considered commercial vehicles.
15. **Recreation Vehicle:** A recreational vehicle is a vehicle-type unit often designed as temporary living quarters for recreational, camping, or travel use, which either has its own active power or is mounted on or drawn by another vehicle. Also included are vehicles used specifically for recreation, such as boats, jet skis, snowmobiles, ATVs, UTVs, etc.
16. **Screened:** Requires that 50% of the area or object be hidden from the view of the adjacent properties, streets, parks, or open space. The calculation of 50% is when vegetation is in leaf.
17. **Sheen:** Sheen is the degree of luster of a dried paint film. The Design Review Committee will approve paint with an angular sheen of 0-25 degrees for base and trim in approved colors.
18. **Trailer/Trailer House:** A trailer is any vehicle coupled to, or drawn, by any motor vehicle. A trailer house is a trailer designed to serve wherever parked as a dwelling or a place of business.
19. **Truck Camper:** A portable unit, designed to be loaded onto, or affixed to, the bed or chassis of a truck, constructed to provide temporary living quarters for recreational, camping or travel use. This does not include pickup trucks 3/4 ton or less in size with a topper or shell that does not exceed the height of the cab.

20. View: A view is established from the rear outside main living area of properties adjoining open space. A view, if applicable, is established with the initial construction of the home. A view cannot be established by additions such as a second story deck.

21. Yard: (These are illustrated examples only.) F = “front” yard; S = “side” yard; R = “rear” yard

VI. Structures

A. General

Following is a listing, in alphabetical order, of restrictions as well as a wide variety of specific types of improvements which homeowners typically consider installing, with pertinent information as to each. UNLESS OTHERWISE SPECIFICALLY STATED (SEE PROCEDURES FOR DESIGN REVIEW COMMITTEE APPROVAL, CHAPTER II), DRAWINGS OR PLANS FOR ANY DEVELOPMENT OF A SITE MUST BE SUBMITTED TO THE DESIGN REVIEW COMMITTEE AND THE WRITTEN APPROVAL OF THE DESIGN REVIEW COMMITTEE OBTAINED BEFORE DEVELOPMENT IS COMMENCED. ANY DEVELOPMENT ON A SITE NOT SPECIFICALLY LISTED HEREIN REQUIRES DESIGN REVIEW COMMITTEE REVIEW AND WRITTEN APPROVAL PRIOR TO ANY SUCH DEVELOPMENT.

B. Accessory Buildings

Design Review Committee approval is required for improvements visible from any common area or public street. Considerations will include, but may not be limited to, the following criteria:

1. Materials, including roofing, shall match existing house unless otherwise approved by Design Review Committee.
2. Smaller lots may not have a suitable location for a storage shed. In any case, no more than (1) storage shed shall be permitted per property.
3. Maximum size is 8' by 10' by 8 1/2' in height, including skids, foundation or concrete slab.
4. Shall be complimentary to the architectural style of the house.
5. Shall be “screened” by a fence or vegetation. Vegetation must be evenly distributed on all sides adjacent to adjoining property and shall not allow more than 50% of building to be viewed from ground level, within five years of installation (which is assumed to be a reasonable period of time for plant material to mature and effectively provide the intended “screening”).

6. Shall be located in the most unobtrusive location possible to adjacent properties. Placement of shed shall meet City of Brighton Accessory Use setback requirement, and/or shall be set back a minimum of 5' from side and/or rear property lines (whichever set-back requirement is greater).
7. Any utilities to accessory building shall be underground.
8. Shall not unreasonably obstruct views of properties on open spaces.

Note: If grade is uneven, it may be necessary to excavate to meet the height requirement. Submittals will be reviewed on a case-by-case basis, taking into consideration the lot size and proposed location of shed or accessory building. In no case should excavation, or other grading practices, alter drainage patterns along the property line as shown on the grading certificate provided at the time the home was constructed.

A playhouse shall not be considered an accessory building, and does not require Design Review Committee approval, if it is less than 24 square feet and less than six (6) feet in height from highest peak to ground.

Approval by the Design Review Committee does not mean that the Improvement is in compliance with the requirements of any local building codes, development regulation or other applicable laws, nor does approval assure that a permit or approvals are not also required from applicable governmental bodies. It shall be the responsibility of the owner to comply with such codes, regulations and laws,. For general information regarding building permits, contact the City of Brighton Building Department prior to construction of the Improvements.

9. Additions and Expansions

Design Review Committee approval is required. Additions or expansions to the home will require submission of two (2) sets of detailed plans and specifications (including, but not limited to, exterior elevations of the existing structure and the proposed addition, site plan and floor plan). Materials and colors shall match the existing house. Site plans should be submitted at a minimum scale of 1" = 20'-0" and floor plans and elevations at 1/4" = 1'0". The Design Review Committee will assess an administrative fee of \$ 150.00 for review of additions and or expansions. In addition, the Design Review Committee may assess additional fees to cover for any architect, engineer or other professional consultant engaged by the Design Review Committee to assist with review of submitted plans for such improvements. The additional fee will be determined by actual costs incurred by the Design Review Committee and will be collected prior to an approval letter being issued. All such fees and charges are

authorized by the Community Declaration. The minimum review period is 30 days; however more extensive plans may require additional time for expert consultant reviews.

1. **Awnings:** Design Review Committee approval is required. No front yard awnings will be approved. The color shall be complimentary to the exterior of the residence.
2. **Carports:** Not permitted.
3. **Decks:** If the deck meets all of the following conditions, it will not need to be submitted: (a) is installed directly behind the house, (b) does not extend beyond the sides of the house, (c) is a natural or stained a cedar tone (if wood or trex), (d) is not larger than 25% of the total backyard area, (e) is not more than 30 inches off ground level at any point, and (f) is not covered.

All other deck plans must receive Design Review Committee approval. Considerations will include, but may not be limited to, size, location and material. Color must be similar to, or generally acceptable, as complimentary to the house. Decks shall not be constructed on or over utility easements.

Approval by the Design Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, development regulation or other applicable laws, and it shall be the responsibility of the owner to comply therewith, nor does approval assure that a permit or approvals are not also required from applicable governmental bodies. For general information regarding building permits, contact the City of Brighton Building Department prior to construction of any desired deck Improvements.

4. **Deck Cover:** Design Review Committee approval is required for any type of deck cover. Considerations will include, but may not be limited to, material, location, size and color.
5. **Doors:** Design Review Committee approval is not required for the addition of screen/storm or other doors, if no modification to the framing is required, and material and color are complimentary to the house. If style of door is not similar to existing door, approval is required.
6. **Gazebo:** Design Review Committee approval is required. The gazebo should not unreasonably obstruct view of properties on open space. Maximum height of the

gazebo shall be 10'6" from floor level or 11'6" from grade. Must be an integral part of the landscape plan.

7. **Greenhouses:** Design Review Committee approval is required.
8. **Patio Covers:** Design Review Committee approval is required. Shall be constructed of material generally recognized as complimentary to the home, and the color shall be generally recognized as complimentary to the home.
9. **Playhouse:** Design Review Committee approval is required if a structure is more than 24 square feet and/or over six (6) feet high.
10. **Roofs (Replacement):** If you wish to replace your current roof with the same product specifications, material and color, Design Review Committee approval is not required. If you plan to change the product specifications, color or material, Design Review Committee approval is required. Submittal should include a sample of material and color. Consideration will be given to each neighborhood and style of home.
11. **Siding:** If you wish to replace the current siding with the same material and color, Design Review Committee approval is not required. If you plan to change the color or material, Design Review Committee approval is required. Submittal should include a sample of material and color. Consideration will be given to each neighborhood and style of home.
12. **Solar Panels:** Approval is required. Solar panels shall be installed in as low a profile as possible and to minimize their visibility from adjacent public streets.
13. **Window Replacement:** If there are no alterations to size or style, Design Review Committee approval is not required.
14. **Windows:** Tinting, Security Bars, Etc.: Design Review Committee approval is required.

Note: Highly reflective and/or dark tinting is considered too commercial for residential applications. Security bars may not be approved on second story windows and other windows visible to the street.

VII. Landscape

Landscaping must be installed no later than 9 months from the initial conveyance of the Site to an Owner.

A. General

Design Review Committee approval is not required in the following circumstances:

1. If you are replacing dead or dying landscape elements with similar landscape elements.
2. More than 50% sod in the “front” and/or “rear” yards (or “side” yards are not wider than 15 feet).
3. If the lawn area will be sodded. (The use of seed requires Design Review Committee approval.)
4. Exclusive from sod, planting densities for the remainder of the lot (back and side yards) not within the setback is met, as follows:

Size of Lot	Square Feet	Required Shrubs	Required Trees
Small	< 6000 sq ft.	6 Shrubs equivalents*	1 Deciduous Tree
Standard	6001-7500 sq ft.	12 Shrubs equivalents*	1 Deciduous Tree, 1 Evergreen Tree
Large	7501-9000 sq ft.	14 Shrubs equivalents*	2 Deciduous Trees, 1 Evergreen Tree, 1 Ornamental Tree.
Extra Large	> 9000 sq ft.	24 Shrubs equivalents*	2 Deciduous Trees, 1 Evergreen Tree, 1 Ornamental Tree.

*One “shrub equivalent” and A & B below shall be defined as 1 woody deciduous or evergreen shrub #1 gallon container or greater or 3 ornamental grasses or 3 perennials.

5. The plan does not include hardscape or paving, which may include, but not be limited to pavers, sidewalks, patios, decorative concrete, stone paths, etc.
6. The plan does not include irrigated sod within five feet of the building foundation. Use of drought resistant plant selections is encouraged adjacent to building foundations utilizing only drip irrigation system.

Design Review Committee approval is *required* in the following circumstances:

1. Retaining walls or grade changes.
2. Hardscape or paving, which may include, but not be limited to pavers, sidewalks, patios, stone paths, etc.
3. If the property adjoins open space or a landscaping or drainage tract owned by a Prairie Center District and there is a non-privacy fence at such common property boundary.
4. Less than the established minimum planting densities for the remainder of the lot (back and side yards) not within the private zone of a residence as stated above.

NOTE: Planting areas are defined as rock or mulch areas that are incorporated in the landscaping plan. Use of a variety of mulch material and landscape edging/borders to break up large planting areas.

B. Drainage

Design Review Committee approval is required for any change affecting drainage. The Community Declaration requires that there be no interference with the established drainage pattern over any property except as approved in writing by the Design Review Committee. The established drainage pattern means the drainage pattern as engineered and constructed by master developer or homebuilder prior to (or in some cases, immediately following) conveyance of title from the master developer or homebuilder to the individual homeowner. Landscaping should conform to the established drainage pattern. When installing landscaping, it is very important to ensure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or ponding near or against the house foundation, walkways, sidewalks and driveways. Water should flow fully over walkways, sidewalks and driveways into the street. The Design Review Committee may require a report from a Colorado registered civil engineer as part of landscaping or improvement plan approval, the cost of which shall be borne by the Resident. Sump pump drainage should not discharge directly onto adjacent properties.

C. Exterior Lighting

Design Review Committee approval is required to modify or add exterior lighting including the use of motion detector spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.). Considerations will

include, but may not be limited to, the visibility, style and location of the fixture. Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).

Holiday lighting and decorations do not require approval. They may not be installed more than 45 days prior to the holiday. They shall be removed within 30 days following the holiday.

D. Front Yards

Homebuilder-installed material may not be altered without Design Review Committee approval, except replacement of dead plant material with like material. Replacement trees in the tree lawn shall be a minimum of 2" caliper.

E. Gardens – Vegetable

Design Review Committee approval is not required if "screened" and if located in the "rear" or "side" yard. Raised beds may not extend greater than eight inches above finished grade. Garden must be weeded and carefully maintained.

F. Ponds and Water Features

Design Review Committee approval is required. Considerations by the Design Review Committee will include, but not limited to, the following criteria:

1. Must be integrated into landscape scheme.
2. Set back shall be a minimum of five (5) feet off all property lines.
3. Must not affect existing drainage.
4. Must be maintained at all times.

G. Pools

Design Review Committee approval is required. Above ground pools shall not be approved. One (1) wading pool, if less than 18 inches high and eight (8) feet in diameter, per property, is permitted on a temporary basis without prior approval, if placed in the "rear" yard.

H. Retaining Walls / Landscape Walls

Design Review Committee approval is required. Timbers shall not be stacked above grade. Walls shall not prohibit reasonable fencing of property lines. Master developer

or homebuilder installed retaining walls shall not be removed or altered without prior Design Review Committee approval. Approval of any retaining wall shall not constitute an approval of any alteration of existing drainage patterns resulting from the installation of retaining walls. Homeowners are reminded that there shall be no interference with the established drainage pattern over any property. Any adverse drainage condition created by the installation of proposed improvements shall be the responsibility of the homeowner. Wood of any sort used for retaining grade (unless approved by the Design Review Committee for gardening purposes) shall be prohibited.

I. Synthetic / Artificial Turf

Artificial turf is not allowed.

J. Tree Lawn

Homeowners are not permitted to alter plant material installed by the master developer or homebuilder in the area between the curb and sidewalk (the “Tree Lawn”), except to replace dead plant material with like material, or as otherwise approved in writing by the Design Review Committee. Maintenance of material installed in the Tree Lawn is the responsibility of the homeowner. Replacement trees in the Tree Lawn shall be a minimum of 2” caliper.

K. Xeriscape

Design Review Committee approval is required. Using drought tolerant plantings and other water conservation methods of landscaping is encouraged; however, a to scale designed xeriscaping plan must be approved. A landscape that contains less than 50% sod in the “front” and/or “rear” yards, or “side” yards wider than 15 feet, shall be considered xeriscape. “Xeriscape” means the combined application of the seven principles of landscape planning and design, soil analysis and improvement, hydro zoning of plants, use of practical turf areas, use of mulches, irrigation efficiency, and appropriate maintenance (as defined under C.R.S. 38-35.7-107(1)(a)(III)(A)).

VIII. Site Improvements

A. Air Conditioning Equipment

Window air conditioning units and evaporative (swamp) coolers are prohibited. Design Review Committee approval is required for air conditioner equipment installed at ground level. Considerations will include, but may not be limited to, location and screening.

B. Antennas/Satellite Dishes

No more than one (1) small satellite antennae may be installed and maintained on any Lot, and only upon compliance with the following conditions:

1. The satellite antennae must be thirty-two (32) inches or less in diameter and should, to the extent reasonably possible without unreasonable expense or delay, be disguised to resemble and be visually indistinguishable from other structures, devices or improvements otherwise allowed in the community and/or by the Community Declaration and/or these Residential Improvement Restrictions.
2. The Design Review Committee recommends screening the satellite antennae from neighboring lots, parks, parkways, greenbelts, school grounds, and open space.
3. All satellite antennae installed on a lot or Site is restricted for the personal use of the owner of the lot or site.
4. The installation of the satellite antennae must comply with any zoning requirements and building codes.

NOTE: Design Review Committee approval of a satellite dish antennae is in no way to be construed as a representation, guaranty, warranty, etc. by the Design Review Committee that reception and/or transmission signals will be adequate or will remain undisturbed by vegetation or improvements located on surrounding properties.

Location

All antennas/dishes shall be installed with emphasis on being as unobtrusive as possible to the community. To the extent that reception is not substantially degraded or costs unreasonably increased, all antennas/dishes shall be screened from view from any street and nearby lots to the maximum extent possible, and placement shall be made in the following order of preference:

1. Inside the structure of the house, not visible from the street,
2. "Rear" yard or "side" yard, behind and below the fence line,
3. "Rear" yard or "side" yard, mounted on the house, in the least visible location below roofline,
4. Back rooftop.

If more than one (1) location on the property allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.

1. If the selected site is not inside the structure or in the "rear" or "side" yard below the fence line, the owner shall complete a notification form and deliver it to the Design Review Committee, along with a statement signed by the owner and the installer of the antenna/dish stating that all positions, have been tried in order of rank, and that the site of installation is the first site whereby an acceptable quality signal can be received.

2. Antennas/dishes shall not encroach upon common areas or any other owner's property.

Installation

1. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any mast installation must strictly comply with FCC guidelines.
2. All antennas/dishes shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal. Owners are responsible for all costs associated with the antenna/dish, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the unit.
3. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Antennas/dishes, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The owner should check with the installer/vendor for the appropriate type of paint.
4. Except as otherwise provided herein above, to the extent not prohibited by the FCC Rule, approval of the location, height, materials and other features regarding the appearance of any antenna/dish shall be submitted in accordance with the Community Declaration as a "Development on a Site."

Note: Antenna registration with the Design Review Committee is in no way to be construed as a representation, guaranty, warranty, etc. by the Design Review Committee that reception and/or transmission signals will be adequate or will remain undisturbed by vegetation or improvements located on surrounding properties.

All other antennas, not addressed above, shall remain restricted on all residential sites and Design Review Committee approval is required.

C. Barbecue Grills

Portable barbecue grills must be placed in rear yards. Permanent grills require approval from the DRC.

D. Basketball Backboards, Portable and Permanent Backboards

Basketball hoops shall only be allowed in front lot areas if: (i) the backboard is installed on a separate free-standing post or pole and is set perpendicular to the street; (ii) is portable and can be removed from the driveway; or (iii) as otherwise approved by the Design Review Committee. No basketball backboards shall be attached to the garage or set facing the street.

Portable basketball backboards do not need Design Review Committee approval, provided the following guidelines are met:

1. Portable units cannot be placed in the public right of ways, streets, alleys and/or sidewalks.
2. Location must be at least half (1/2) of the length of the driveway away from the street. This location constitutes proper placement and the unit must be kept in this location or stored out of sight.
3. The location should not impede or obstruct the use of the garage or driveway and the unit must be leveled so that the unit is balanced and standing upright.
4. Portable units shall not be allowed to fall into disrepair, and must be maintained to preserve their original appearance. Ripped nets must be promptly replaced. Portable basketball units are to be moved with other personal belongings when a property changes ownership or residents.

E. Driveways

Design Review Committee approval is required for modification or expansion of driveways. Painting of driveways is prohibited.

F. Clothes Lines and Hangers

Design Review Committee approval is not required for temporary clothes lines or clothes drying structures in the backyard that have adequate visual screening and which can be, and are in fact, taken down after each use.

G. Compost

Container shall be in the rear or side yard, and odor must be controlled. Compost container should be a commercially available plastic container designed for that purpose no greater than 48" in height so it does not extend above the fence, no greater than 36" in any dimension at the base, and have a secure lid. Homemade, alternative containers or rotating compost containers require Design Review Committee approval.

H. Dog Runs/Dog Houses

Design Review Committee approval is required. Considerations include, but may not be limited to, location in "rear" or "side" yard and abutting the house, proximity to neighbors' outdoor living areas, adequate visual "screening" and type of cover, if applicable.

The maximum size of a dog run is 250 square feet. Chain link may be approved if "concealed" from view and shall not extend above perimeter fencing. Optional 2" X

4", black coated 12 gauge welded wire may be installed on 48" 3-rail open fence for pet containment purposes. Wire mesh shall be installed on the inside of the fence.

I. Fences

1. **General Statement:** Homeowners are not required to install fencing. Fences constructed by the master developer or a homebuilder along or abutting property lines, common area tracts (including Prairie Center District property), arterial streets, collector streets, and local streets may not be removed, replaced, painted a different color or altered, including, adding a gate, without approval of the Design Review Committee. If any such fences constructed by the master developer or a homebuilder which are located upon a homeowner's property are damaged or destroyed, the homeowner shall repair or recondition the same at the homeowner's expense.
2. **Theme Fencing:** (fencing that has been installed by the master developer or a homebuilder along or abutting property lines on residential streets, parks, green belts, or non-urban areas):
 - a. Arterial fencing (along major roadways): No change in this fencing is permitted.
 - b. Non-Arterial Fencing (42" 3-rail open fence): Open fence that is adjacent to or abuts open space shall not be changed. Black coated welded wire (2" x 4") may be installed on the inside of the fence, without Design Review Committee approval, but the height is not to exceed the top rail.
3. **Pre-approved Fence Designs.** Fences (not previously installed by the master developer or a homebuilder) that will be located in the "rear" or "side" yard along property lines, and that will be constructed in exact accordance with these Residential Improvement Restrictions do not require Design Review Committee approval. DOUBLE FENCING OF PROPERTY LINES IS NOT PERMITTED.
4. **Maintenance/Staining:** Regular physical and aesthetic maintenance of fencing is required. Fences not finished by the master developer or a homebuilder may be left natural, sealed with a clear waterproof sealant, or finished using Behr Semi-Transparent Stain ST-111. When refinishing fences; in order to maintain a unified appearance, power washing and overcoat with the approved stain color shall be required.
5. **Fences Requiring Design Review Committee Approval.** Any fence improvement that varies from the pre-approved fences listed above requires Design Review Committee approval. Alternative fence types and locations which

would require approval include, but are not limited to, the following (but must nonetheless be constructed in accordance with the following Fig. 1, Fig. 2 and Fig. 3):

- a. "Front" yard fencing: Design Review Committee approval is required. Fencing shall be constructed in substantial conformance with the "open" fence specifications provided herein, and shall not exceed forty-two (42) inches in height.
- b. Interior fencing in "side" and "rear" yards: Design Review Committee approval is required.
- c. Retaining Walls/Fencing: Design Review Committee approval is required if the fence is to be located on top of a retaining wall, or it will be within 18 inches of a retaining wall.
- d. Removal of master developer or homebuilder Installed Fencing: Fencing which was installed by the master developer or a homebuilder shall not be removed or modified without Design Review Committee approval.

To Be Noted: Fence sections which front or abut any public or private street, another front yard, common walkway, greenbelt, park or non-urban area must be constructed so that the side of the fence which is generally accepted as being the most "finished" side or rail-side, fronts or abuts public or private streets, common walkways, etc. The most effective method of avoiding this situation is to construct the entire fence with the "finished" side out.

The Design Review Committee will require a transitional section of fencing, as applicable, where a 4' or 5' fence adjoins a fence of any lesser height, for symmetry and aesthetics (see Fig. 4). No electric fences are permitted (other than pet containment fencing installed below grade), and all wire installed must comply with the wire specified herein above.

It is important to remember that certain drainage patterns may exist along, or under, proposed fence locations. When constructing a fence, be sure to provide for adequate space between the fence and the ground to accommodate these drainage patterns.

When making a submittal for fencing, include a plot plan with the location of the fence clearly marked, style and height of the fence, color of stain, and all other descriptive details.

Approval by the Design Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, development regulation or other applicable laws, and it shall be the responsibility of the owner to comply therewith, nor does approval assure that a permit or approvals are not also required from applicable governmental bodies.

Pre-approved fence details. Location requires Committee approval.

Open Rail Fence

Privacy Fence

On-lot Fencing

The design of on-lot fencing is intended to promote safety, security, and communication between neighbors while creating a separator between public and semi-public space. Highly transparent and low separator fences help provide added visibility to adjacent lots while preventing “fence canyons” and discontinuous space.

Design side and rear yard fences shall be located to the following standards:

6. LOCATION

- Interior Side Yard: 8'-0" from back of front elevation (excluding porch space).
- Corner Side Yard: Meet at 90 degree angle with front fence.
- Rear Yard: Fence must be contiguous to the rear property line. When abutting open space, 3 rail fence is required with 8'-0" extending into side yard space.
- Front Yard: 3'-0" - 5'-0" from back of sidewalk for 42" maximum height fence. Fence may not extend across driveway.

7. HEIGHT AND POROSITY

- 5'-0" maximum height for standard fence; 44" for rear yard fence abutting open space; 42" for front yard fence.
- Transparent wire mesh is permitted on interior side of fence for pet control on 3 rail fence.

8. MATERIAL

- Natural wood

- Weathered finish or painted to match architectural color scheme

On lot fencing should provide physical separation between public space and semi-public space while still offering screened views.

Privacy fencing and open space fencing shall conform to the details found in the PUD and these Design Guidelines.

J. Fire Pit

No more than one fire pit will be allowed on each Site and any such fire pit will be gas operated. The design and location of all fire pits on the Property will be subject to approval by Design Review Committee. No wood-burning fires will be intentionally caused or created outside of a Residence located on any Site.

K. Flagpoles

Design Review Committee approval is required for free-standing flag poles. Approval is not required for flagpoles mounted to the front of the residence. Flags or signs of a temporary or seasonal nature, such as those displayed on holidays or in celebration of specific events, may only be displayed during said holiday or event, and must be removed no later than thirty (30) days following the particular holiday/event or celebration. Decorative flags can be displayed but they cannot exceed the size requirements listed herein and must be kept in good repair. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

L. Hot Tubs

Hot tubs must be installed in “side” or “rear” yard in such a way so as not to be immediately visible to adjacent property owners.

M. Kennels

Kennels are not allowed for commercial purposes. See Dog Runs/Dog Houses.

N. Painting

Design Review Committee approval is required if for all exterior painting except if painting the same color (including “touch ups”). The submittal must contain the manufacturer’s paint chips indicating color number and location of color. Design Review Committee consideration may include, without limitation, the home’s architecture, stone or brick accents, roofing color and the neighborhood. The garage door(s) shall be painted the same color as the house unless otherwise approved in writing by the Design Review Committee in its discretion.

O. Signs and/or Advertising Devices

The rules below are applicable to any signs on a Lot, including those on the interior of a residence that can be seen from the exterior.

1. Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than five (5) square feet and which are conservative in color and style; one (1) yard/garage sale signs which is no larger than 36" x 48"; and/or burglar alarm notification signs, ground staked or window mounted which are no larger than 12" x 12" Such signs may be installed in the front yard or on the back yard fence of the Lot.
2. Political signs (defined as signs that carry a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue) may be displayed within the boundaries of an Owner's or resident's Lot without approval for 45 days prior to the election and 7 days after the election. Only one sign per candidate or ballot issue is permitted, and political signs shall not exceed 36" by 48" in size.
3. An Owner or resident may display a service flag or sign bearing a star denoting the Owner's or resident's or his family member's active or reserve U.S. military service during a time of war or armed conflict. The flag or sign may be displayed on the inside of a window or door of the home on the Lot. The flag or sign may not be larger than nine (9) inches by sixteen (16) inches.
4. A temporary trade sign pertaining to, but not limited to, contractors, landscapers, painters and roofers, may only be displayed while work is in progress, or not to exceed six (6) months, whichever is less. This signage must meet the above specifications.
5. Approval is required for all other signs. No lighted sign will be permitted unless utilized by the Developer and/or a Builder. Signs may not be placed on fences with the exception of cautionary signs, i.e., Beware of Dog, No Trespassing, etc. Cautionary signs may not exceed one (1) square foot in size.

P. Swamp Coolers

Evaporative coolers (swamp coolers) are not permitted.

Q. Trash Containers, Enclosures, and Pick Up

Trash may be placed on the street or alley the evening prior to pickup. After pickup, trash containers must then be properly stored (appropriately “screened” from view) the same day as pickup. Proper storage for purposes of this section shall mean within a garage, behind the wing fence, or within an approved trash enclosure.

Trash enclosures shall comply with Fencing Guidelines for privacy fencing. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind may not be kept, stored or permitted to accumulate on any lot except within an enclosed structure or appropriately screened from view.

R. Wind turbines, Wind Vanes, Directionals, Etc.

Design Review Committee approval is required.

IX. General Restrictions

A. Animals

Except as may be approved by the Design Review Committee pursuant to these Rules, no animals, livestock, bees or poultry of any kind, including, without limitation, horses, cows and sheep, will be raised, bred, boarded, kept or grazed on any portion of the Property, except that a reasonable number of dogs, cats or other usual and common household pets, which are bona fide household pets, or any combination of the foregoing not exceeding a reasonable aggregate number, may be kept on a Site, subject to the Rules and in accordance with applicable law. No pets will be kept, bred or maintained on the Property for any commercial purpose. All dogs must be kept on-leash while off of the Owner’s Site, except for in any areas that may be designated from time to time by the Design Review Committee as off-leash areas.

B. Garage Sales

No garage, patio, porch or lawn sale shall be held on any residential site or lot, except that the owner of any such lot or site may conduct such a sale for up to three (3) consecutive days not more than twice in any calendar year if (a) the items sold were not acquired for sole purpose of resale; (b) such sale is held at such time and in such manner as not to unreasonably disturb any other resident of the area; and (c) such sale is held in full compliance with the requirements of all applicable law.

In order to maintain the highest level of community appearance, all signage for garage sales held as permitted above will be of “sandwich variety” (no posts which are driven into the ground) and not be larger than 24”x24”.

C. Home Businesses

No business or trade, may be conducted in or from any Site, except that an Owner or occupant residing in a Residence on a Site may conduct business activities within such Residence so long as:

1. the existence or operation of the business activities is not apparent or detectable by sight, sound or smell from outside the Residence;
2. (ii) the business activity conforms to all applicable zoning and other legal requirements; (iii) the business activity does not involve regular visitation to the Residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of Declarant. Notwithstanding any provision of this Section **Error! Reference source not found.** to the contrary, an in-home day care business may be conducted on a Site with the written consent of the Design Review Committee and pursuant to the Rules.

D. Leases Units

“Leasing,” for purposes of this Declaration, is defined as regular, exclusive occupancy of a Residence and associated Site by any person or persons (but not more than one familial group) other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a rent, fee, service or gratuity. All such leases must (i) be in writing; (ii) be specifically subject to this Declaration, the Design Guidelines and the Rules; and (iii) be effective for a term of no less than six months. Any failure of a lessee to comply therewith will be a default under the lease. The Owner will be liable for any violation of this Declaration, the Design Guidelines or the Rules committed by such Owner’s tenant or lessee, without prejudice to such Owner’s right to collect any sums paid for the tenant or lessee. The Owner must make available to the lessee copies of this Declaration, the Design Guidelines and the Rules.

- E. Unsightly or Unkempt Conditions.** All portions of a Site outside of enclosed structures will be kept in a clean and tidy condition at all times. Nothing will be done, maintained, stored or kept outside of enclosed structures on a Site which, in the determination of the Design Review Committee and pursuant to the Design Guidelines and/or Rules, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. Any improvements, equipment or other items which may be permitted to be erected or placed on a Site will be kept in a neat, clean and attractive condition and will promptly be removed upon written demand of the Design

Review Committee when, in the judgment of the Design Review Committee and pursuant to the Design Guidelines and/or the Rules, they have become dilapidated or have otherwise fallen into disrepair. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions is prohibited, unless either conducted entirely within an enclosed garage or, if conducted outside, begun and completed within 12 hours, and not done on a regular or frequent basis. No Owner or Third Party will dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any drainage ditch, irrigation ditch, pond or elsewhere on the Property, except that fertilizers may be applied to landscaping on Sites provided care is taken to minimize runoff and such application complies with applicable law.

F. Vehicles

1. Car Covers

Design Review Committee approval is required. Car covers shall be manufactured as the specific cover for the vehicle or otherwise appropriately sized for the subject vehicle (i.e., oversized covers or tarps are prohibited), shall be of neutral color, and must be well maintained at all times. Covered vehicles shall only be allowed to be parked in the garage or driveway.

2. Inoperable Vehicles

INOPERATIVE, UNUSED, UNREGISTERED OR ABANDONED VEHICLES: No inoperative, unused, unregistered or abandoned vehicle shall be stored, parked, maintained or kept upon any open area within the Prairie Center community. All major vehicle repairs including, but not limited to body or engine work, overhauling or similar automotive repair work are prohibited in any open portion of the community. Only minor repair work is permitted. Minor repairs including checking and/or adding automotive fluids, changing a flat tire, jump-starting a vehicle, changing a windshield wiper, and changing a headlight are permissible. There shall be no draining of fluids and no use of heavy tools. Debris from repairs must be immediately picked up and properly disposed of. In all cases, no automotive maintenance or repair work shall be conducted or carried on within the community so as to become an annoyance, nuisance, eyesore, or hazard or which in any way causes damage to the common areas.

3. Motor Vehicles/Recreational Vehicles/Boats/Campers/Motorcycles/Motor Home

All Recreational Vehicles, including but not limited to trucks, trailers, mobile homes, detached camper units, utility and boat trailers, snowmobiles, race cars, watercraft or house trailers, are prohibited from parking anywhere within Prairie Center unless they fit entirely within an enclosed garage. Such Recreational Vehicles may not be parked or stored within Prairie Center unless such parking or storage is entirely within the garage, provided that temporary parking for expedient loading, unloading, delivery or emergency is permitted. Not more than three (3) overnights (i.e., 72 hours) during a seven (7) day period for loading and unloading is permitted. Parking of a recreational vehicle for a period of time in excess of 72 hours in a 7-day period is prohibited, except as may be approved in writing by the Design Review Committee in its discretion.

4. Parking

No vehicles shall not be parked on landscaped (i.e., rock, sod, mulch, plants, etc.) areas.

5. Commercial and Oversized Vehicles

The Design Review Committee understands that some residents of the Prairie Center community will drive company vehicles as a condition of their employment. It is not the desire or intent of the Design Review Committee to prohibit any resident from being able to pursue the occupation of their choice. It is the desire and intent of the Design Review Committee to promote a sense of community within Prairie Center, and courtesy to neighboring properties in not parking in front of adjacent residences is appropriate and greatly appreciated.

An “Oversized Vehicle” is defined as a vehicle that is too large to park within the garage. The definition of “Commercial Vehicle” is somewhat objective, but tends to include the following: truck size in excess of one (1) ton hauling capacity and/or having any commercial lettering on the side exceeding a letter height of eighteen (18) inches and/or having materials/equipment/tools exposed and visible from outside of the vehicle. Further, any vehicle falling within the definition of “Commercial Vehicle” as defined by the Colorado Department of Transportation from time to time will be considered a “Commercial Vehicle” for purposes of these Residential Improvement Restrictions.

Commercial Vehicles may be parked within the garage on a residential site or lot. No more than one (1) Commercial Vehicle per residential site or lot outside of the garage is permitted, except as expressly approved in writing by the Design Review Committee in its sole discretion. Oversized Vehicles must be parked on the driveway of the residential site or lot, and no more than one (1) Oversized

Vehicle per residential site or lot is permitted, except as expressly approved in writing by the Design Review Committee in its sole discretion.