

WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3
Board Meetings

Wednesday, April 6, 2022 – 1:00 p.m.

119 N. Wahsatch Avenue
Colorado Springs, Colorado 80903
And

*Pursuant to Resolution of the Board, this meeting will also be held via video-teleconferencing
and can be joined through the directions below:*

<https://meet.goto.com/726448573>

United States: [+1 \(408\) 650-3123](tel:+14086503123)

Access Code: 726-448-573

Board of Director	Title	Term
Les Krohnfeldt	President	May 2022
Randle W Case II	Vice-President/ Treasurer	May 2023
James Morley	Secretary	May 2023
Kyle Geditz	Assistant Secretary	May 2022
Vacant	Assistant Secretary	May 2023

AGENDA

1. Call to order
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Approval of the March 2, 2022, Meeting Minutes (attached)
5. District Manager Report
 - a. Park Update and Review
 - b. Community Garden change out
 - c. BID at Woodmen and Marksheffel Park
 - d. May 2022 Director Election Report District No. 2; Director Vacancy
6. Development Updates
7. Public Comment (for items not already on the agenda)
8. Legal Matters
 - a. Consider approval of Landscape Maintenance Agreement between District No. 2 and City of Colorado Springs for Blackforest Road(attached)
 - b. Consider approval of The Cottages Master Drive Opt-Out - Declaration of Restriction and Covenants Fair and Equitable Cost Participation Agreement (attached)

9. Financial Matters

- a. Consider Approval of Unaudited Financial Statements and Payables (attached)
- b. Discuss use of proceeds from The Cottages Master Drive Opt-Out agreement.

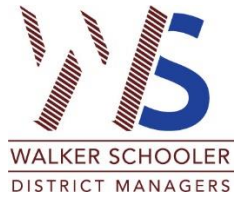
10. Adjourn: Next Regular Meeting Date – Scheduled for May 4, 2022, at 1:00 P.M.

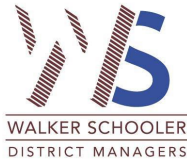
NOTICE OF SPECIAL MEETINGS

NOTICE IS HEREBY GIVEN That the Boards of Directors of **WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3**, City of Colorado Springs, County of El Paso, State of Colorado, will hold their regular meetings at 1:00 p.m. on Wednesday, the 6th day of April, 2022 at 119 N. Wahsatch Ave, in Colorado Springs, Colorado, and via tele/videoconference <https://meet.goto.com/726448573> or dial [+1 \(408\) 650-3123](tel:+14086503123) Access Code: 726-448- 573 for the purpose of conducting such business as may come before the Boards including the business on the attached agenda. Regular meetings for 2022 are on the first Wednesday of every month at 119 N. Wahsatch Ave, in Colorado Springs, Colorado, and via televideo conference so long as there is business to conduct. The regular meetings may be canceled. Please call (719) 447-1777 for meeting confirmation and information. The meeting is open to the public.

BY ORDER OF THE BOARDS OF DIRECTORS: WOODMEN HEIGHTS
METROPOLITAN DISTRICT NOS. 1, 2 AND 3

11.





**MINUTES OF SPECIAL MEETINGS
OF THE BOARDS OF DIRECTORS OF THE
WOODMEN HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3
MARCH 2, 2022 AT 1:00 P.M.**

Pursuant to posted notice, the joint meeting of the Boards of Directors of the Woodmen Heights Metropolitan District Nos. 1, 2 and 3 was held on Wednesday, March 2, 2022 at 1:00 p.m., at 119 Wahsatch Avenue, Colorado Springs, Colorado 80903, and via video and telephone conference.

In attendance were Directors:

Les Krohnfeldt, Vice President/Treasurer
James Morley, Secretary (Arrived late)
Randle W. Case II, Asst. Secretary
Kyle Geditz, Asst. Secretary (Via phone)

Excused Directors

Lindsay Case, President

Also in attendance were:

K. Sean Allen, Esq., White Bear Ankele Tanaka & Waldron (Via phone)
Kevin Walker, WSDM
Rebecca Hardekopf, WSDM
Bruce Peele, Goodwin Knight

Combined Meeting:

The Boards of Directors of the Districts have determined to hold a joint meeting of the Districts and to prepare joint minutes of actions taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes shall be deemed to be the action of all Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

1. Call to Order:

The meeting was called to order at 1:00 P.M. by Vice President Les Krohnfeldt.

2. Declaration of Quorum/Director Qualifications/Disclosure Matters:

Vice President Krohnfeldt indicated that a quorum of the Boards was present and stated that each Director has been qualified as an eligible elector of the Districts pursuant to Colorado law. The Directors confirmed their qualification. Mr. Allen advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to

taking official action at the meeting. Mr. Walker reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Allen inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Boards determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

3. Approval of the Agenda: Director Case II requested the Board add Agenda item 10.c. International Code Council Membership Approval Ratification as well as Discussion on the Board Officer Reappointments after item 4. Director Case II moved to amend the Agenda as discussed; seconded by Director Geditz. Motion passed unanimously.
4. Approval of the November 3, 2021 and December 22, 2021 Meeting Minutes: Director Case II moved to approve the November 3, 2021 and December 22, 2021 Meeting Minutes as presented; seconded by Vice President Krohnfeldt. Motion passed unanimously.
5. Board Vacancy and Officer Reappointments: The Board acknowledged and accepted Lindsay Case's resignation due to family issues. Director Case II nominated Les Krohnfeldt as President and Randle Case II as Vice President/Treasurer, and the Board vacancy would be an Assistant Secretary position; seconded by Director Geditz. Motion passed unanimously.
6. Cottages at Woodmen Heights annexation and opt-out fee discussion: Mr. Walker requested the Board postpone this item until Director Morley joins the meeting. Mr. Walker explained the history and that Challenger and Goodwin Knight purchased the master drive parcel and it was in the initial annexation of Woodmen Heights, so it is subject to the same annexation agreement, however it was never annexed to the District. Since this was discovered, Mr. Walker has been communicating with Mr. Peele at Goodwin Knight to come up with a solution. Mr. Walker explained there is an opportunity for the District to accept an opt out because the land is not part of the District at the moment and the future development funds is not obligated to the bonds. Goodwin Knight is offering to pay an opt out of 65% of the costs from the fees, wastewater recovery charges, building permit fees, and tax obligations. After discussion, Director Morley moved to counteroffer with 72% paid in 30 days; seconded by Director Case II. Motion passed unanimously. Mr. Walker noted he will inform Goodwin Knight formally and address it with the City.
7. District Manager Report
 - a. Park Update and Review: Mr. Walker reported they are working on the final design of the park, but construction has been delayed due to Aspen View moving dirt off and on the site. Mr. Walker discussed the community garden and due to a lack of community interest, the garden will be removed. Director Morley joined the meeting.
8. Development Updates: Mr. Walker discussed development updates and noted there is a lot of development going on such as a development proposal on Tutt Blvd from Toll Brothers for townhouses. Mr. Walker discussed Woodmen Road MD and noted negotiations continue

regarding the wetlands on Mr. Gatto's property. Director Morley noted he may be interested in purchasing the wetlands for Sterling Ranch. The Board requested that Mr. Allen and Mr. Walker move forward with closing out the paperwork with the City on the bridge issue.

9. Public Comment: There was no public comment.

10. Legal Matters

- a. Election Update: Mr. Walker provided an election update and noted out of roughly 3,000 electors, 1 application was received to fill the Board vacancy. Director Geditz agreed to withdraw his application to avoid a contested election and will rejoin the Board by appointment to fill Lindsay Case's vacant position if needed after the election. Director Geditz left the meeting due to another obligation.

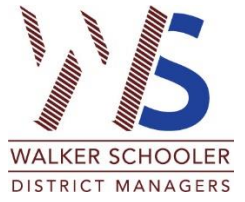
11. Financial Matters

- a. Consider Approval of Unaudited Financial Statements and Payables: Mr. Walker presented the Unaudited Financial Statements and Payables. Director Morley moved to approve the Unaudited Financial Statements and Payables; seconded by Director Case II. Motion passed unanimously.
- b. Consider adoption of BiggsKofford Audit Engagement letter for District No. 1 – 3: Director Morley moved to approve and adopt the BiggsKofford Audit Engagement letter for District Nos. 1-3; seconded by Director Case II. Motion passed unanimously.
- c. International Code Council Membership Approval Ratification: There was no discussion.

12. Adjournment: Next Regular Meeting Date – Scheduled for April 6, 2022, at 1:00 P.M. The Board adjourned the meeting at 1:48 P.M.

Respectfully Submitted,

By: Recording Secretary



**LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2
AND THE CITY OF COLORADO SPRINGS**

THIS LANDSCAPE MAINTENANCE AGREEMENT (the “Agreement”) is made by and between Woodmen Heights Metropolitan District No. 2 (“District”), and the City of Colorado Springs, a home rule city and Colorado municipal corporation (“City”). The City and the District may be referred to hereafter individually as a “Party” or collectively as the “Parties”.

WHEREAS, the Pikes Peak Rural Transportation Authority has provided funding for the Black Forest Road Widening Project from Woodmen Road to Research Parkway (the “Project”), an “A” List Project; and

WHEREAS, the District owns certain real property within the Project limits adjacent to Black Forest Road between Vollmer Road and Research Parkway, being further identified as: Tract B, Trails at Forest Meadows Filing No 4; Tracts A and B, Block 1 Forest Meadows Filing No. 1; Tracts A, B, C, D, and E, Block 6 Forest Meadows Filing No. 1; and, Tract A Forest Meadows Filing No. 3 (collectively the “District Property”); and

WHEREAS, the District presently maintains landscaping and irrigation facilities within the District’s Property and the City’s Black Forest Road right of way (“City Right of Way”) per City Code and prior development obligations; and

WHEREAS, based upon input from the District, the City developed a landscaping plan (“Landscape Plan”) to be constructed during the Project which includes integrated landscaping and irrigation facilities (the “Landscape Improvements”) and public sidewalks within both the City Right of Way and District Property; and

WHEREAS, the Parties desire to define maintenance and warranty obligations appurtenant to the Landscape Plan, and intend for this Agreement to address these matters; and

NOW, THEREFORE, the Parties agree as follows:

1. The design, initial construction of the Landscape Plan and initial installation of the Landscape Improvements shall be at the City’s sole cost and Project expense. The Landscape Plan and Landscape Improvements are illustrated on attached Exhibit A.
2. The City, at its sole cost and Project expense, shall reconfigure the District’s irrigation system to adequately irrigate live vegetation planted per the Landscape Plan and connect said irrigation system to District’s existing irrigation system within City Right of Way and District Property, as required. The District shall provide the City with a schematic of its existing irrigation facilities within City Right of Way and District Property to facilitate reconfiguration and connection to the District’s irrigation water source(s).
3. Upon installation of the Landscape Improvements, connection to District’s water source(s) and the District’s review and acceptance as identified , the District shall assume irrigation of

the Landscape Improvements within the City Right of Way and the District Property at the District's sole cost and expense.

4. For those components of the District's existing landscaping within City Right of Way and/or District Property that is damaged or removed during construction that are not intended to be removed and/or replaced as part of the Landscape Plan (to include irrigation facilities, live plants and ground cover), the City agrees to replace or repair or replace such elements at the City's sole cost and at Project expense.
5. Within 30-days of substantial completion of the Landscape Plan, as determined by the City, the Parties shall jointly inspect the Landscape Improvements and develop a punch list of any mutually agreed upon deficiencies. The City shall direct its contractor to repair said deficiencies within 30-days of said joint inspection. Within 15-days of City's contractors' completion of punch list repairs, the Parties will conduct a final joint inspection of the Landscape Improvements to confirm all necessary repairs have been completed. Upon such confirmation and upon receipt of an "as built" set of drawings, a transfer of warranty from landscape providers, if any, and a bill of sale from the City, the Landscape Improvements shall become property of the District. Thereafter, the District, at its sole cost and expense, shall assume all maintenance and replacement of the Landscape Improvements consistent with the Landscape Plan. Maintenance of the Landscape Improvements shall include, but not be limited to, irrigation of live trees or plants, repairs or adjustments of the integrated irrigation system upon both City Right of Way and District Property, removal of trash and debris, mowing, pruning and general care of living plants and trees.
6. The Parties agree that in lieu of contractor warranties for the City constructed Landscape Improvements, the City shall tender a one-time payment of \$25,000 to the District for repairs or replacement of Landscape Improvements, including but not limited to irrigation repair or replacement of dead or dying plant or tree stock pursuant to the Landscape Plan, and the City shall have no further costs or obligations to the District for the Landscape Improvements.
7. To enhance direct communications between the Parties, a primary and alternate contact person has been assigned for each party:

City of Colorado Springs:

Primary: Mike Chaves, P.E., City Engineering Manager 719-385-5408
Alternate: Tyra Sandy 719-385-5434

Woodmen Heights Metropolitan District No. 2:

Primary: Kevin Walker, Walker Schooler District Manager 719-447-1777
Alternate: Rebecca Hardekopf, Walker Schooler District Manager 719-447-1777

8. General Provisions.

- A. Entire Agreement. With respect to the subject matter of this Agreement, this Agreement represents the complete integration of all understandings between the Parties, is the entire agreement between the Parties, and no additional or different oral representations, promises, or agreements shall be binding on any of the Parties hereto with respect to the subject matter of this Agreement, unless stated in writing and signed by all the City and the County. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the District and the City.
- B. Amendment. This Agreement may be amended by mutual written agreement of all Parties or their respective successors or assigns.
- C. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Venue shall be exclusively in the District or County Court in and for El Paso County, Colorado.
- D. Assignment. Neither District nor City shall assign or otherwise transfer this Agreement or any right or obligation under this Agreement, without the prior consent of the other Parties.
- E. Legal Authority. The undersigned hereby acknowledge and represent that they have the legal authority to bind their respective Party to this Agreement.
- F. Severability. If any paragraph, section, subsection, clause or phrase of this Agreement is, for any reason, held to be invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement.
- G. Waiver. The waiver of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or other provision of this Agreement.
- H. Third Party Beneficiary. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party for any breach or other failure to perform this Agreement.
- I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall all be attached to a single instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the date of the last signature hereto. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize its representatives to execute this document.

CITY OF COLORADO SPRINGS

Travis Easton, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2

By: _____

Name: _____

Title: _____


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LANDSCAPE NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY EXISTING MATERIALS TO REMAIN DURING PLANTING OPERATIONS.
2. IF CONFLICT OF AREA SIZES BETWEEN SITE AND PLANS ARISE, CONTRACTOR SHALL CONTACT OWNER'S AUTHORIZED REPRESENTATIVE FOR IMMEDIATE RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.
3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS OF ALL UNDERGROUND UTILITIES, PIPE AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES OR STRUCTURES CAUSED BY HIS FORCES.
4. REFER TO CIVIL GRADING PLAN AND CIVIL UTILITY PLAN FOR GRADING AND UTILITY INFORMATION.
5. REFER TO ROADWAY GEOMETRIC LAYOUT FOR HORIZONTAL CONTROL PLANS.
6. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO COMPLETE PLANTING OPERATIONS.
8. ALL PLANTING BEDS ARE TO HAVE LAYOUT AND PLANT LOCATIONS STAKED IN THE FIELD BY THE LANDSCAPE CONTRACTOR FOR REVIEW BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO EXCAVATION OR PREPARATION OF PLANTING AREAS. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR FAILURE TO OBTAIN OWNER'S AUTHORIZED REPRESENTATIVE REVIEW OF THE LAYOUT INCLUDING MODIFICATIONS REQUIRED.
9. CONTRACTOR TO UTILIZE STOCKPILED TOPSOIL FROM GRADING OPERATIONS AS AVAILABLE. TILL INTO TOP 8" OF SOIL IN CONSTRUCTION LIMITS EXCLUDING PLANTING AREAS (SEE NOTE #12).
10. ALL SHRUBS TO RECEIVE A BACK FILL MIXTURE AS SPECIFIED BY CITY OF COLORADO SPRINGS STANDARDS.
11. ALL AREAS TO BE LANDSCAPED ARE TO HAVE SOIL PREPARATION AS SPECIFIED BY CITY OF COLORADO SPRINGSTANDARDS.
12. PLANTING AREA PREPARATION TO INCLUDE APPROVED ORGANIC MATTER TILLED INTO THE TOP 8" OF PLANTING AREA SOIL UNLESS OTHERWISE SPECIFIED. REMOVE ALL ROCKS, CLOUDS AND DEBRIS. LEAVE PLANTING AREAS SMOOTH AND ASSURE POSITIVE DRAINAGE AWAY FROM STRUCTURES AND TRAILS.
13. THE CROWN OF ALL PLANTS SHALL BE SLIGHTLY HIGHER, AFTER SETTLING, THAN ADJACENT SOIL (SEE DETAILS).
14. PLANT QUANTITIES ARE PROVIDED FOR THE CONTRACTOR'S CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL FINAL PLANT QUANTITIES.
16. LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE RESERVE THE RIGHT TO REJECT ANY AND ALL PLANT MATERIAL BEFORE OR POST PLANTING INSTALLATION. OWNER'S AUTHORIZED REPRESENTATIVE TO BE ON SITE WHEN TREES ARE DELIVERED FOR INSPECTION. OWNER TO APPROVE TREES PRIOR TO DELIVERY.
18. ALL PRESERVATION AREAS CONTAINING VEGETATION DESIGNATED TO BE PRESERVED, SHALL BE FENCED OFF DURING CONSTRUCTION TO MINIMIZE DISTURBANCE IN THESE AREAS. ALL FENCING SHALL BE INSTALLED AROUND VEGETATION TO BE PRESERVED PRIOR TO ANY GRADING OPERATIONS ON THE PROPERTY. A FOUR FOOT ORANGE CONSTRUCTION FENCE SHOULD BE USED IN THIS APPLICATION. SEE SPECS FOR PROPER TREE PROTECTION DURING CONSTRUCTION.
20. ALL SEED SHALL BE WARRANTED FOR TWO (2) FULL YEARS AND BE IN SATISFACTORY CONDITION AT THE END OF THE WARRANTY PERIOD. NO AREA LARGER THAN 3"x3" WITHIN THE IRRIGATED SEEDING AREA(S), 12"x12" FOR NON-IRRIGATED SEEDING AREAS OF THIS PROJECT SHALL BE VOID OF SUBSTANTIAL GRASS 60 DAYS AFTER THE TIME OF SEEDING DURING THE GROWING SEASON (MID-APRIL THROUGH MID-OCTOBER)
21. PLANTS SHALL BE INSTALLED IN SPRING (MID-APRIL THROUGH MID-JUNE) OR FALL.
23. CONTRACTOR TO APPLY PRE-EMERGENT HERBICIDE TO SHRUB BEDS PER MANUFACTURER'S SPECIFICATIONS, UNDER OWNER'S SUPERVISION.
24. EROSION CONTROL BLANKET TO BE APPLIED TO ALL SEED AREAS ON SLOPES EXCEEDING 3:1.
25. MINIMUM INSPECTIONS WILL INCLUDE SELECTION OF SPECIMEN PLANT MATERIALS AT CONTRACTOR'S NURSERY OR WHOLESALE, APPROVAL OF PLANT LOCATION STAKES BEFORE PLANT MATERIALS ARE INSTALLED, 'PUNCH LIST' SITE INSPECTION, AND FINAL INSPECTION.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS AND SHALL COORDINATE INSTALLATION OF THE LANDSCAPING WITH INSTALLATION OF THE IRRIGATION SYSTEM.
27. THE SITE SHALL BE IRRIGATED BY AN AUTOMATIC IRRIGATION SPRINKLER SYSTEM WHICH SHALL INCLUDE RAIN SENSORS.
28. ALL PLANTING AREAS SHALL BE MAINTAINED WEED FREE UNTIL FINAL ACCEPTANCE.
29. ALL WORK SHALL BE GUARANTEED AGAINST ALL DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE.
30. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF 2-YEARS FROM THE DATE OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LOSS AS THE RESULT OF NEGLIGENCE MAINTENANCE, FIRE, FLOOD, THEFT, VANDALISM.
31. THE CONTRACTOR SHALL ADJUST FINAL PLANT MATERIAL LOCATIONS AS NEEDED TO ACCOMMODATE LIGHT FIXTURES, UNDERGROUND SERVICE LINES, AND OTHER UTILITIES.
32. ALL SHRUB BEDS AND ROCK MULCH AREAS SHALL INCLUDE WEED CONTROL BARRIER.
33. ALL PLANTS SHALL BE APPROVED BY THE CITY AND OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
34. ALL LANDSCAPE AREAS REQUIRE SOIL PREPARATION PER CITY STANDARD.
35. ALL DISTURBED SOD AREAS TO BE REPLACED WITH LOW WATER DEMAND BLUEGRASS AND FESCUE BLEND SOD AND IN COMPLIANCE WITH COLORADO SPRINGS PARKS, RECREATION AND CULTURAL SERVICES STANDARD SPECIFICATIONS FOR SODDING AND SEEDING.
36. SEE STORMWATER CONSTRUCTION MANUAL (SCM) FOR REQUIRED SEED MIXES.


LEGEND


- EXISTING DECIDUOUS TREE
- *


EXISTING EVERGREEN TREE
- 


DECIDUOUS TREE
- 


EVERGREEN TREE


- 

EVERGREEN SHRUB
- 

DECIDUOUS SHRUB
- 

ORNAMENTAL GRASS
- 

NATIVE SEED
- 

TURFGRASS SOD
- 

INORGANIC MULCH

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/ROOT	MATURE HEIGHT	MATURE SPREAD	WATER
DECIDUOUS TREES							
GD	9	Gymnocladus dioicus	Kentucky Coffeetree	2" B&B	50'	35'	L
EVERGREEN TREES							
PN	6	Pinus nigra	Austrian Pine	10'	50'	20'	L
DECIDUOUS SHRUBS							
AV	112	Artemisia versicolor 'Sea Foam'	Sea Foam Sage	1 Gallon Container	8-14"	18-24"	L
HP	56	Hesperaloe parviflora	Red Yucca	5 Gallon Container	2'	4'	L
PB	27	Prunus besseyi 'Pawnee Buttes'	Pawnee Buttes Sand Cherry	5 Gallon Container	15-18"	6'	L
RR	54	Rosa 'Radwhite'	Knockout White Rose	5 Gallon Container	3-4'	3-4'	M
EVERGREEN SHRUBS							
JH	23	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	5 Gallon Container	12"	6'-8'	L
JS	61	Juniperis sabina 'Buffalo'	Buffalo Juniper	5 Gallon Container	12"	4'-6'	L
ORNAMENTAL GRASSES							
CA	258	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 Gallon Container	4-5'	18-24"	L
MS	197	Miscanthus sinensus 'Adagio'	Adagio Maiden Grass	1 Gallon Container	2-3'	2-3"	L
PV	362	Panicum virgatum 'Heavy Metal'	Red Switch Grass	1 Gallon Container	3-4'	24-30"	L



Computer File Information				<div><div><div></div><div></div><div></div><div></div></div></div>	Index of Revisions			<div><div><div></div><div></div><div></div><div></div></div></div>	LANDSCAPE PLAN NOTES & LEGEND			BLACK FOREST ROAD WIDENING	
Last Modification Date: 9/2/2021		Initials:			Date:	Comments	Init.		AECOM PN: 60604563		Designer: KB		
File Path: Landscape Notes.dgn									Sheet Subset: LANDSCAPE		Detailer: KB		
Print Date: 9/2/2021									Subset Sheets: 1 of 1		Checker: CLL		
OpenRoads Designer V10.09		Scale: Horiz.	N/A		Vert.								

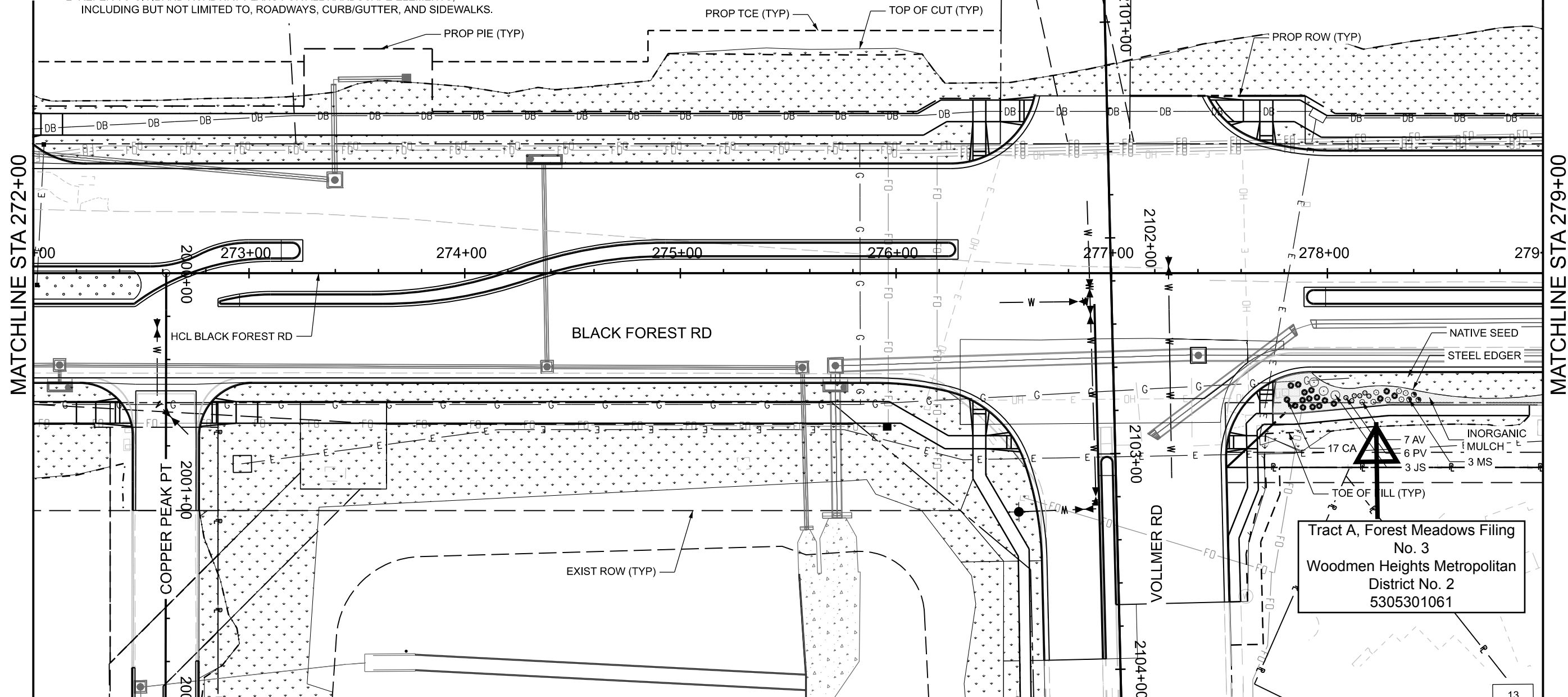


LEGEND

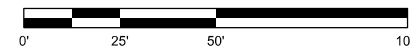
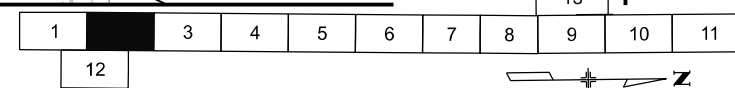
- EXISTING DECIDUOUS TREE
- EXISTING EVERGREEN TREE
- DECIDUOUS TREE
- EVERGREEN TREE
- EVERGREEN SHRUB
- DECIDUOUS SHRUB
- ORNAMENTAL GRASS
- LANDSCAPE ROCK (SEE ROADWAY PLANS)
- NATIVE SEED
- TURFGRASS SOD
- INORGANIC MULCH

NOTES:

- TOP OF CUT AND TOE OF FILL DEFINE LIMITS OF NATIVE SEED
- REFER TO CIVIL AND ROADWAY PLANS FOR ALL HARDSCAPE ELEMENTS, INCLUDING BUT NOT LIMITED TO, ROADWAYS, CURB/GUTTER, AND SIDEWALKS.



MATCHLINE STA 2000+00



Computer File Information

Last Modification Date:	9/2/2021	Initials:	
File Path:	BFR_Is-02.dgn		
Print Date:	9/3/2021		
OpenRoads Designer V10.09	Scale: Horiz. 1:50	Vert.	

Index of Revisions

Date:	Comments	Init.



CITY CN: T009527



2315 BRIARGATE PARKWAY, SUITE 160
COLORADO SPRINGS, CO 80920
(719) 531-0001
FAX (719) 531-0007
AECOM PN: 60604563

LANDSCAPE PLAN STA 272+00 TO STA 279+00

AECOM PN: 60604563	Designer: KB
Sheet Subset: LANDSCAPE	Detailer: KB
Subset Sheets: 2 of 13	Checker: CLL

BLACK FOREST ROAD WIDENING

Sheet Number **402**

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LEGEND

- EXISTING DECIDUOUS TREE

*

EXISTING EVERGREEN TREE

DECIDUOUS TREE

EVERGREEN TREE
- EVERGREEN SHRUB

DECIDUOUS SHRUB

ORNAMENTAL GRASS
- NATIVE SEED

TURFGRASS SOD

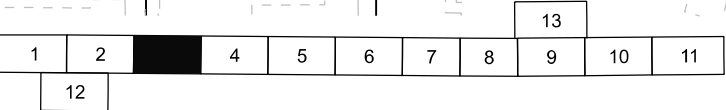
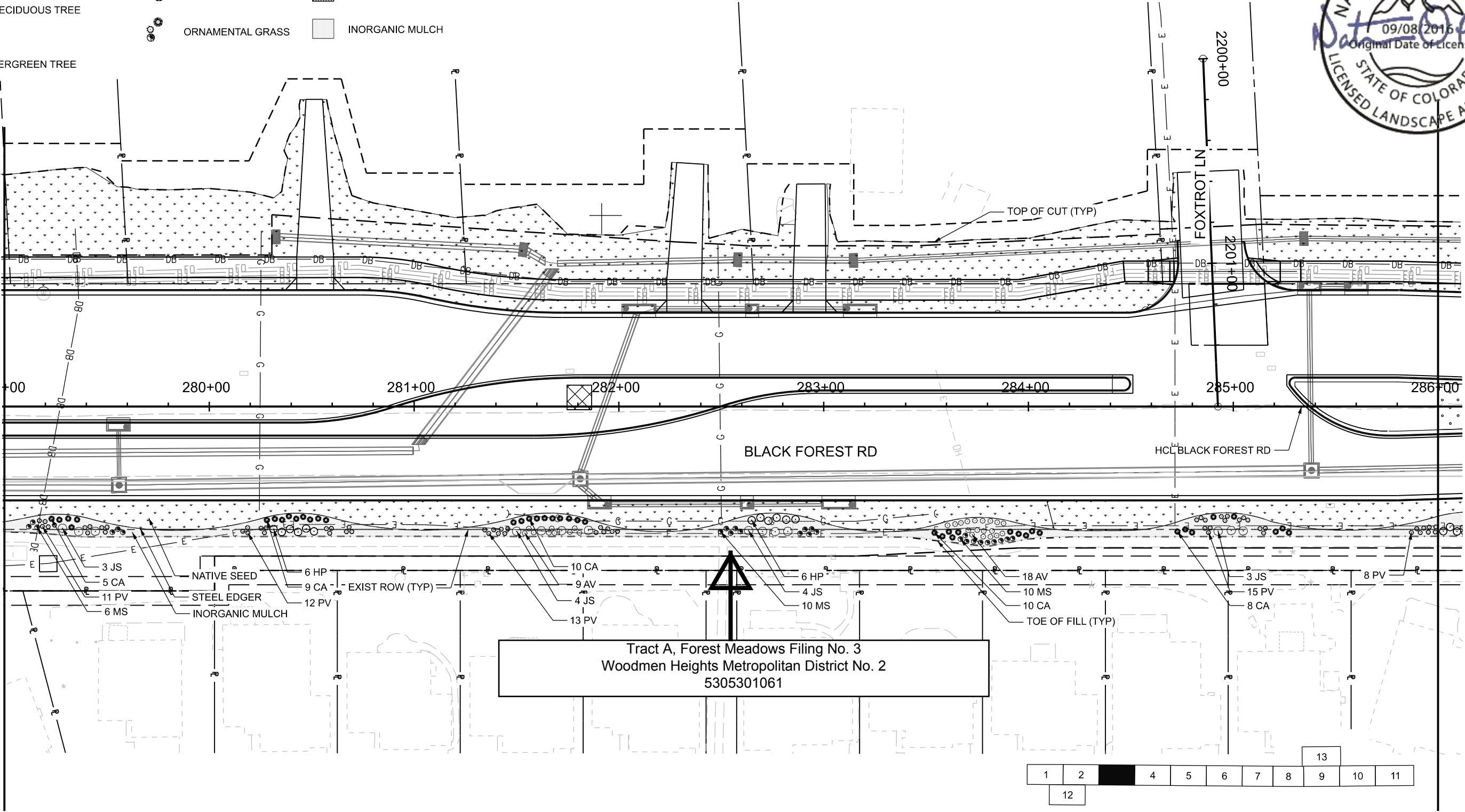
INORGANIC MULCH
- LANDSCAPE ROCK (SEE ROADWAY PLANS)

NOTES:
1. TOP OF CUT AND TOE OF FILL DEFINE LIMITS OF NATIVE SEED
2. REFER TO CIVIL AND ROADWAY PLANS FOR ALL HARDSCAPE ELEMENTS,
INCLUDING BUT NOT LIMITED TO, ROADWAYS, CURB/GUTTER, AND SIDEWALKS.



MATCHLINE STA 279+00

MATCHLINE STA 286+00



Computer File Information				<div><div></div><div></div><div><div><div>AECOM</div><div>2315 BRIARGATE PARKWAY, SUITE 150 COLORADO SPRINGS, CO 80920 (719) 531-0001 FAX (719) 531-0007 AECOM PN: 60604563</div></div></div></div>	Index of Revisions			LANDSCAPE PLAN STA 279+00 TO STA 286+00		BLACK FOREST ROAD WIDENING	
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Print Date: 9/2/2021		<input type="text"/>						Sheet Subset: LANDSCAPE		Detailer: KB	
		<input type="text"/>						Subset Sheets: 3 of 13		Checker: NP	
OpenRoads Designer V10.09		Scale: Horiz.	1:50		Vert.					Sheet Number 403	

LEGEND

- EXISTING DECIDUOUS TREE

★

EXISTING EVERGREEN TREE

DECIDUOUS TREE

EVERGREEN TREE
- EVERGREEN SHRUB

DECIDUOUS SHRUB

ORNAMENTAL GRASS
- NATIVE SEED

TURFGRASS SOD

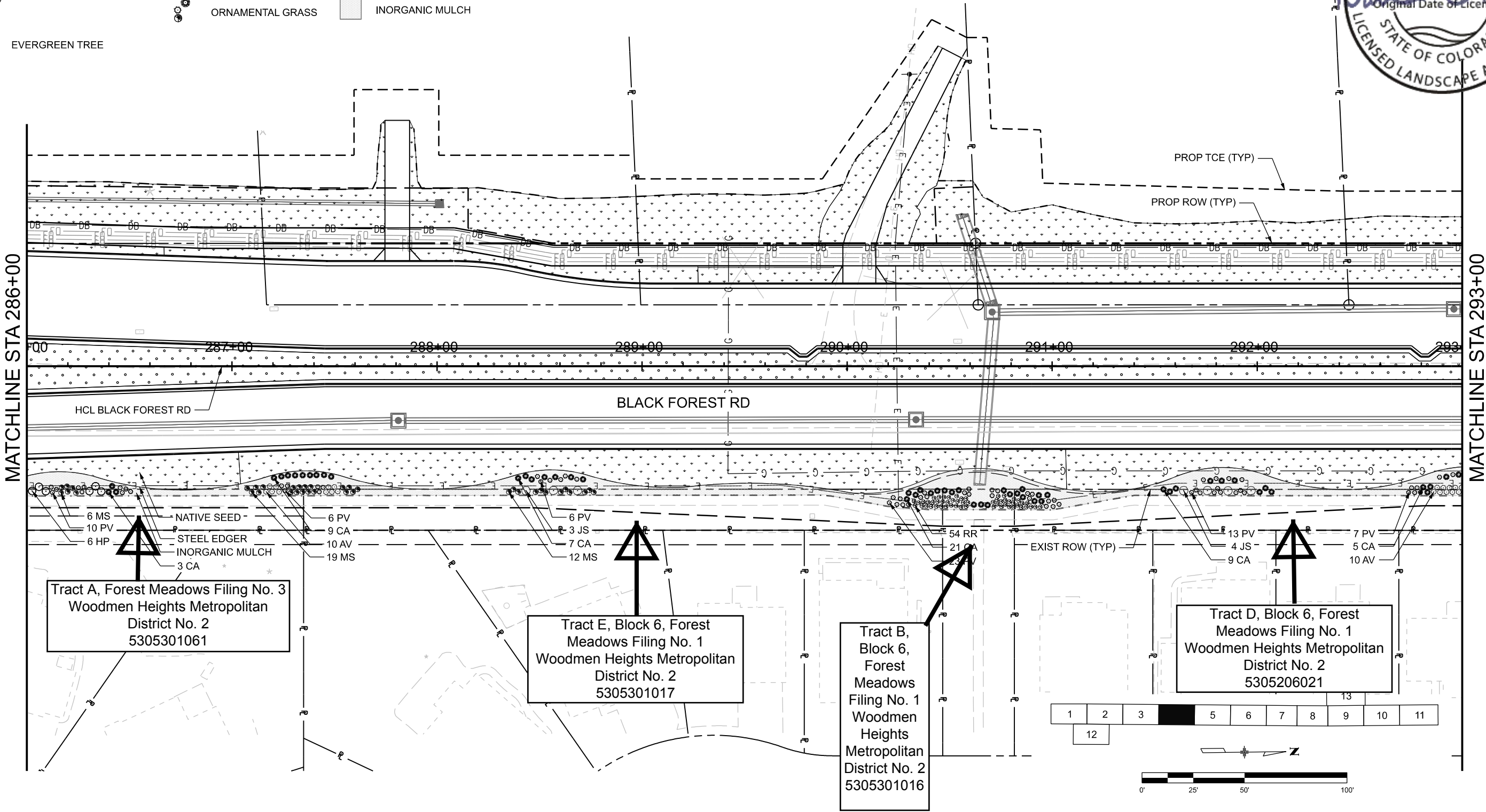
INORGANIC MULCH
- LANDSCAPE ROCK (SEE ROADWAY PLANS)

○

TOP OF CUT AND TOE OF FILL


○


REFER TO CIVIL AND ROADWAY PLANS FOR ALL HARDSCAPE ELEMENTS, INCLUDING BUT NOT LIMITED TO, ROADWAYS, CURB/GUTTER, AND SIDEWALKS.

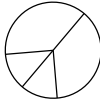



Computer File Information			Index of Revisions			LANDSCAPE PLAN		BLACK FOREST ROAD	
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File Path:	BFR_Is-04.dgn					AECOM PN: 60604563		Designer: KB	
Print Date:	9/2/2021					Sheet Subset: LANDSCAPE		Detailer: KB	
OpenRoads Designer V10.09	Scale: Horiz. 1:50	Vert.				Subset Sheets: 4 of 13		Checker: NP	
						Sheet Number		404	


LEGEND


- 


EXISTING DECIDUOUS TREE
- 


EXISTING EVERGREEN TREE
- 


DECIDUOUS TREE
- 


EVERGREEN TREE
- 


EVERGREEN SHRUB
- 

DECIDUOUS SHRUB
- 

ORNAMENTAL GRASS
- 

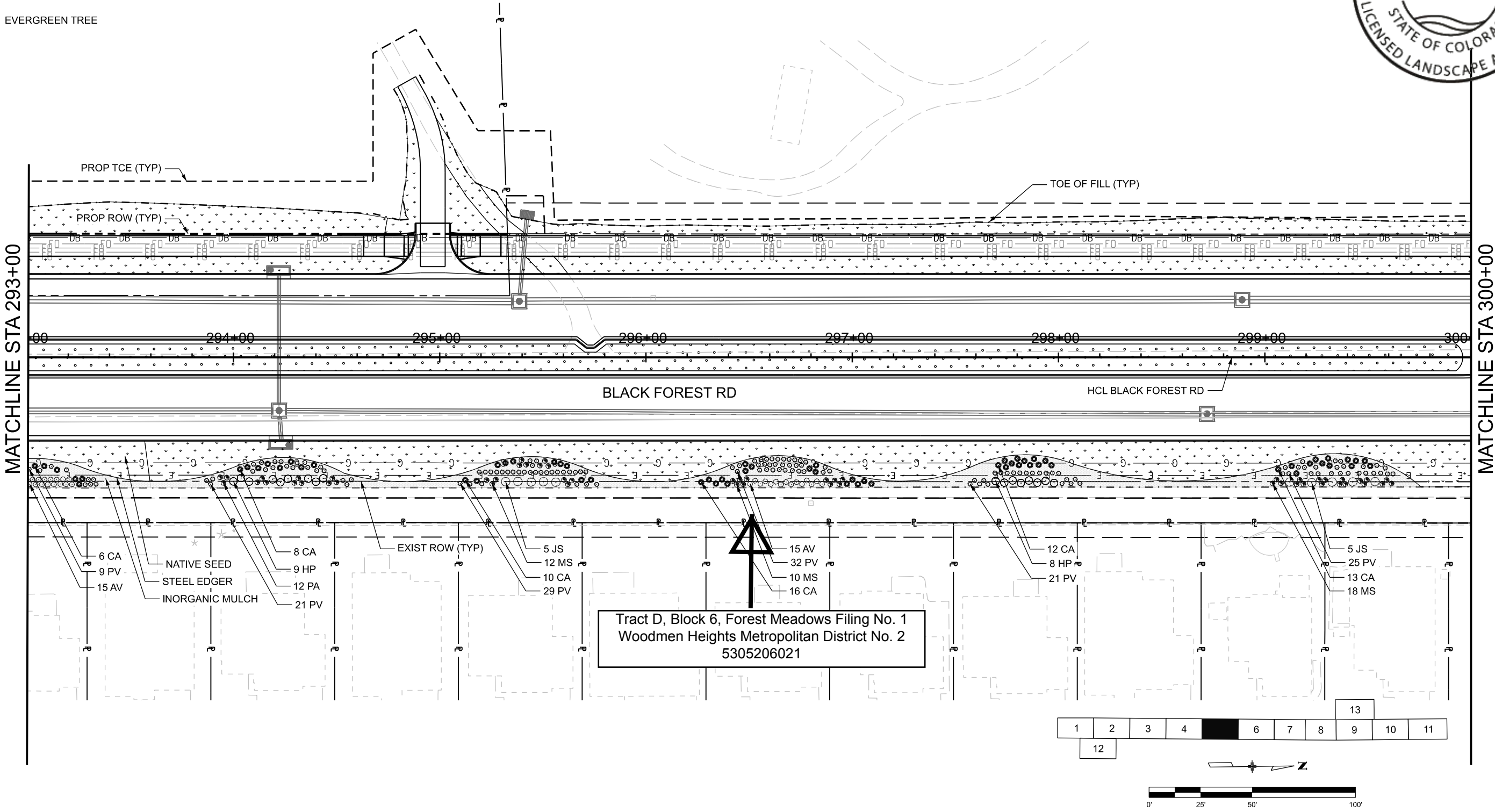
NATIVE SEED
- 

TURFGRASS SOD
- 

INORGANIC MULCH
- 

LANDSCAPE ROCK (SEE ROADWAY PLANS)

NOTES:
1. TOP OF CUT AND TOE OF FILL DEFINE LIMITS OF NATIVE SEED
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Computer File Information

Last Modification Date: 9/2/2021

File Path: BFR_Is-05.dgn

Print Date: 9/2/2021

OpenRoads Designer V10.09

Initials:

Scale: Horiz. 1:50

Vert.

Index of Revisions

Date:	Comments	Init.



CITY CN: T009527



2315 BRIARGATE PARKWAY, SUITE 150
COLORADO SPRINGS, CO 80920
(719) 531-0001
FAX (719) 531-0007
AECOM PN: 60604563

LANDSCAPE PLAN
STA 293+00 TO STA 300+00

AECOM PN: 60604563

Sheet Subset: LANDSCAPE

Subset Sheets: 5 of 13

Designer: KB

Detailer: KB

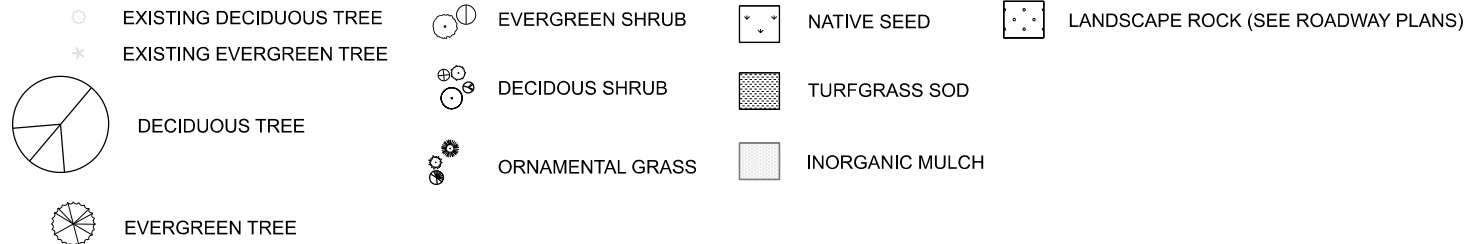
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BLACK FOREST ROAD
WIDENING

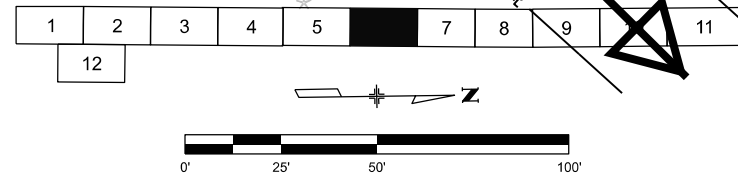
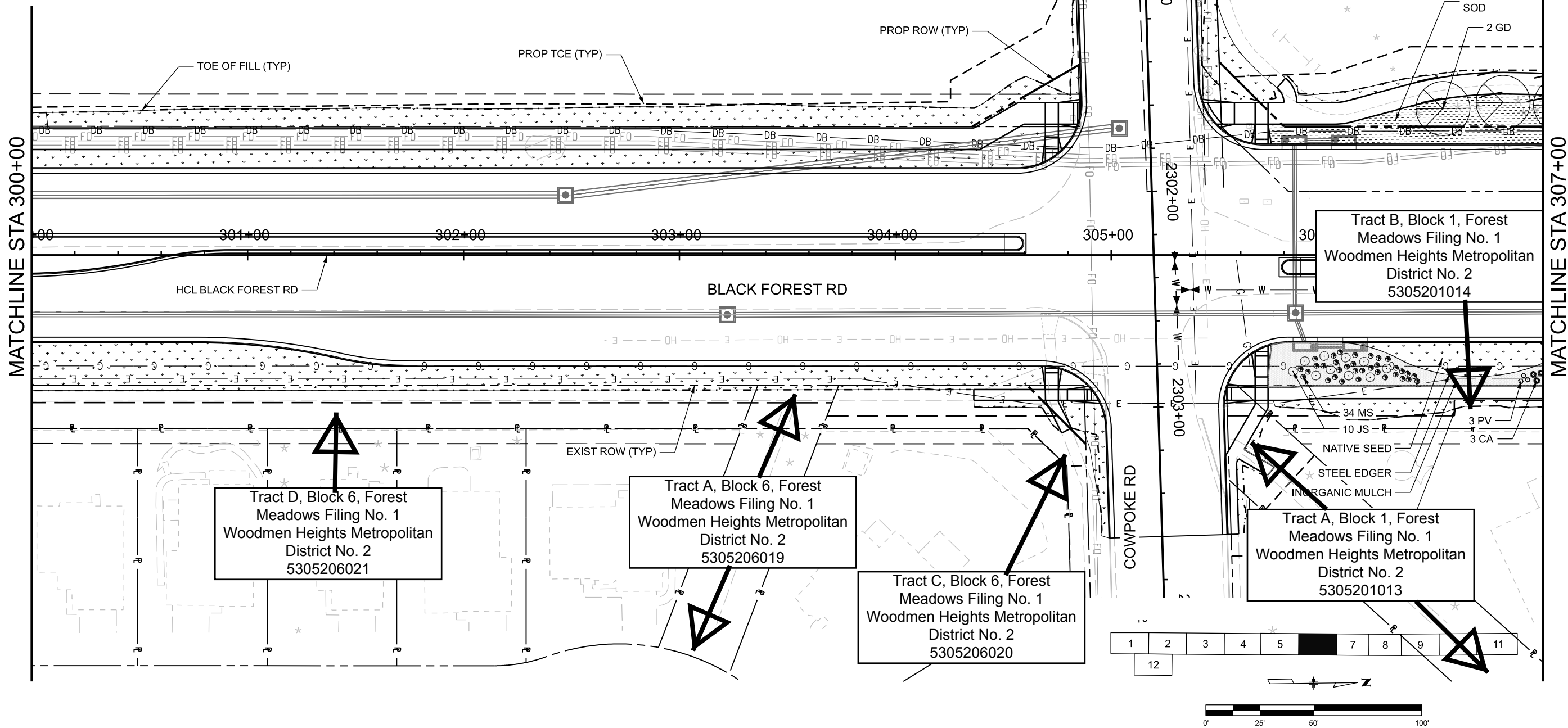
Sheet Number 405

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LEGEND



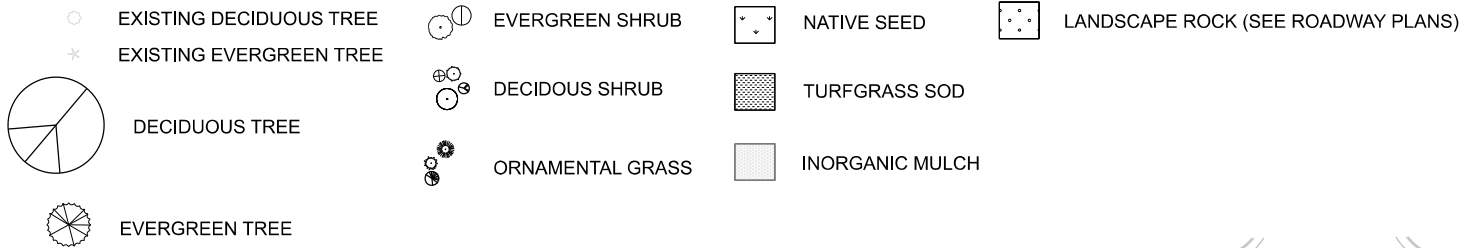
NOTES:
1. TOP OF CUT AND TOE OF FILL DEFINE LIMITS OF NATIVE SEED
2. REFER TO CIVIL AND ROADWAY PLANS FOR ALL HARDSCAPE ELEMENTS, INCLUDING BUT NOT LIMITED TO, ROADWAYS, CURB/GUTTER, AND SIDEWALKS.



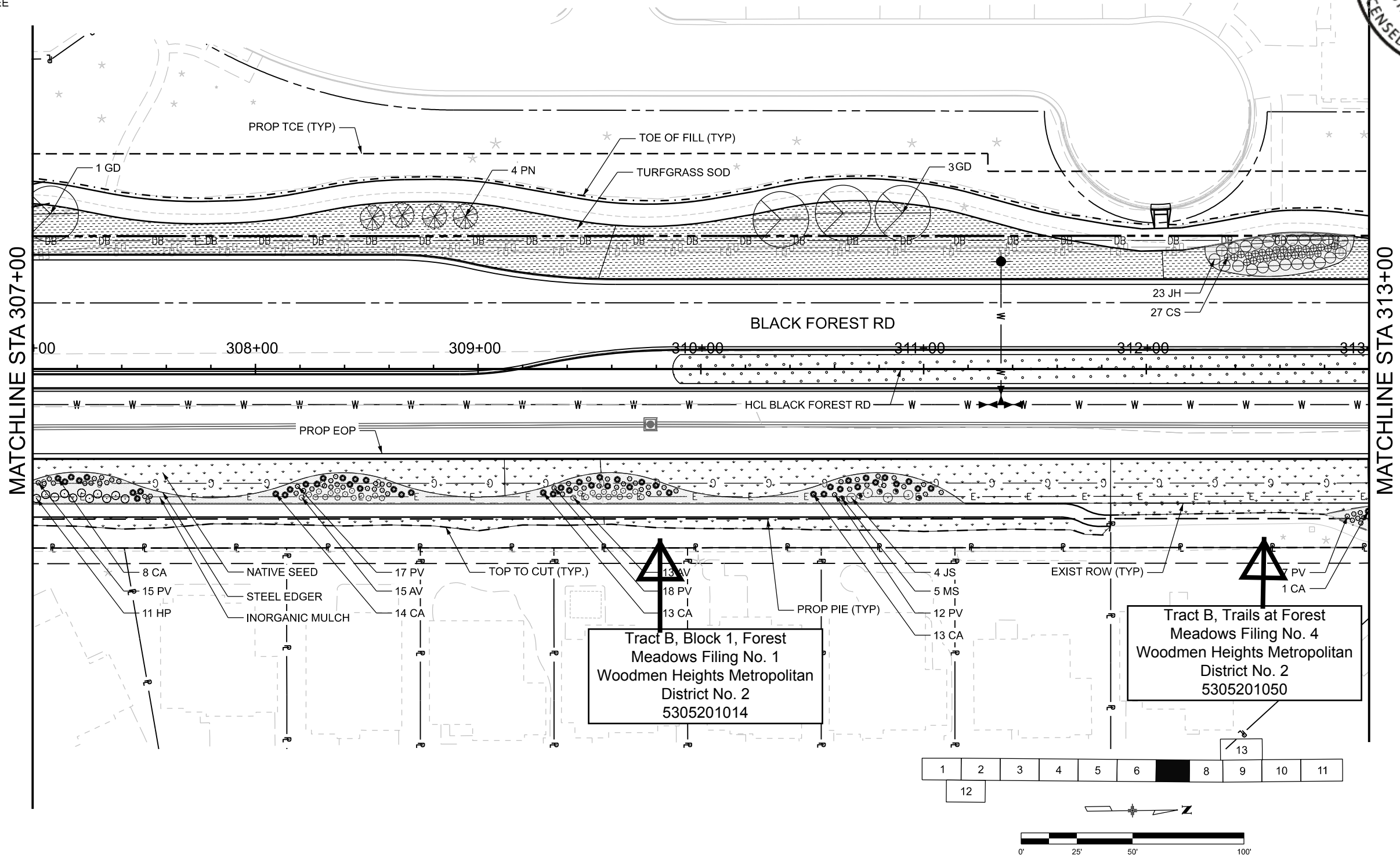
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Computer File Information			Index of Revisions			  <p>CITY CN: T009527</p>	LANDSCAPE PLAN STA 300+00 TO STA 307+00		BLACK FOREST ROAD WIDENING	
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File Path:	BFR_Is-06.dgn						Sheet Subset: LANDSCAPE	Detailer: KB		
Print Date:	9/3/2021						Subset Sheets: 6 of 13	Checker: CLL		
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LEGEND



NOTES:
1. TOP OF CUT AND TOE OF FILL DEFINE LIMITS OF NATIVE SEED
2. REFER TO CIVIL AND ROADWAY PLANS FOR ALL HARDSCAPE ELEMENTS, INCLUDING BUT NOT LIMITED TO, ROADWAYS, CURB/GUTTER, AND SIDEWALKS.



Computer File Information

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File Path:	BFR_Is-07.dgn		
Print Date:	9/2/2021		
OpenRoads Designer V10.09	Scale: Horiz. 1:50	Vert.	

Index of Revisions

Date:	Comments	Init.



CITY CN: T009527



2315 BRIARGATE PARKWAY, SUITE 150
COLORADO SPRINGS, CO 80920
(719) 531-0001
FAX (719) 531-0007
AECOM PN: 60604563

LANDSCAPE PLAN
STA 307+00 TO STA 313+00

AECOM PN: 60604563	Designer: KB
Sheet Subset: LANDSCAPE	Detailer: KB
Subset Sheets: 7 of 13	Checker: NP

BLACK FOREST ROAD
WIDENING

Sheet Number 407

LEGEND

- EXISTING DECIDUOUS TREE

★

EXISTING EVERGREEN TREE

DECIDUOUS TREE

EVERGREEN TREE
- EVERGREEN SHRUB

⊕

DECIDUOUS SHRUB

⊙

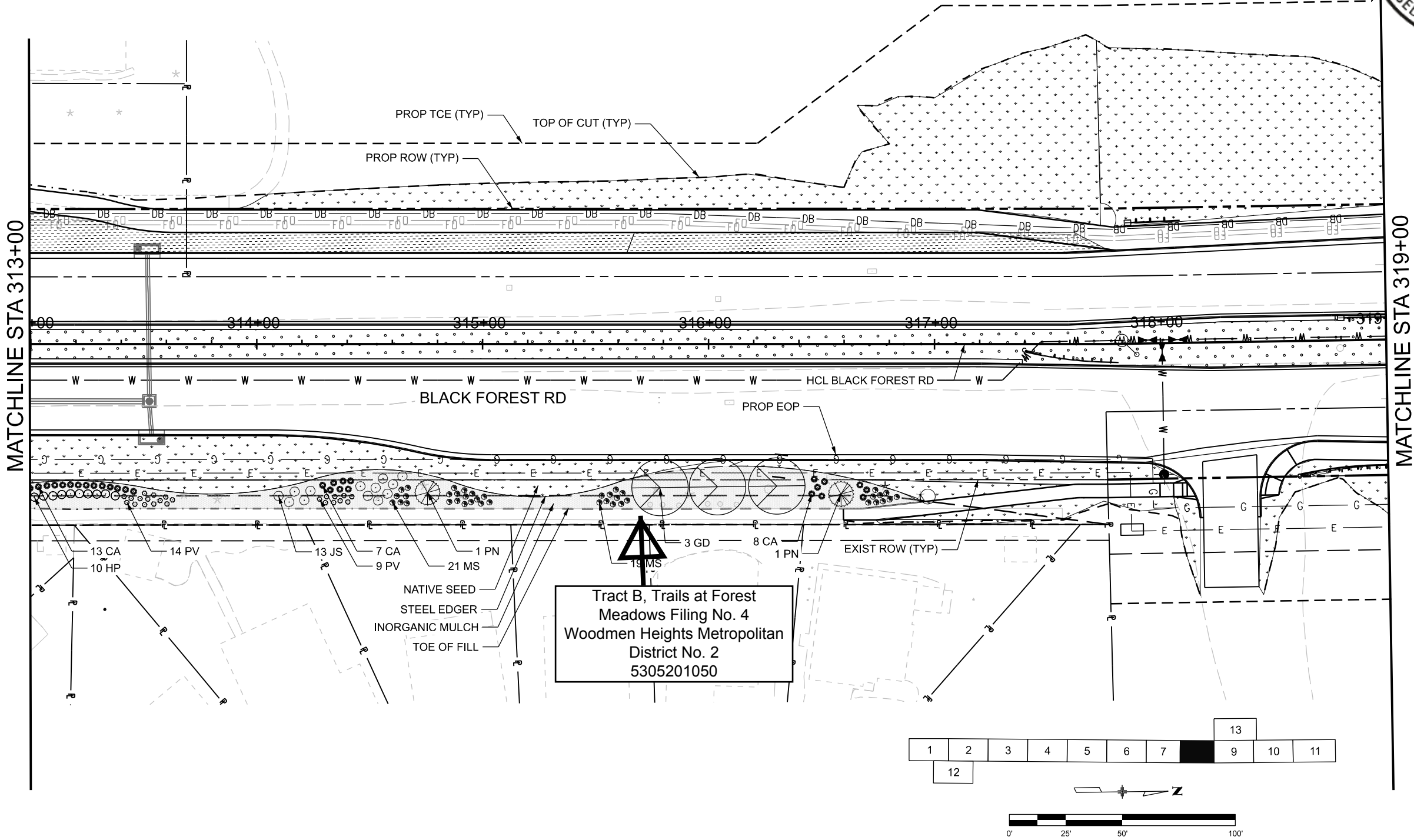
ORNAMENTAL GRASS
- NATIVE SEED

TURFGRASS SOD

INORGANIC MULCH
- LANDSCAPE ROCK (SEE ROADWAY PLANS)

NOTES:

1. TOP OF CUT AND TOE OF FILL DEFINE LIMITS OF NATIVE SEED
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Computer File Information		
Last Modification Date:	9/2/2021	Initials:
File Path:	BFR_Is-08.dgn	
Print Date:	9/2/2021	
OpenRoads Designer V10.09	Scale: Horiz. 1:50	Vert.

Index of Revisions		
Date:	Comments	Init.



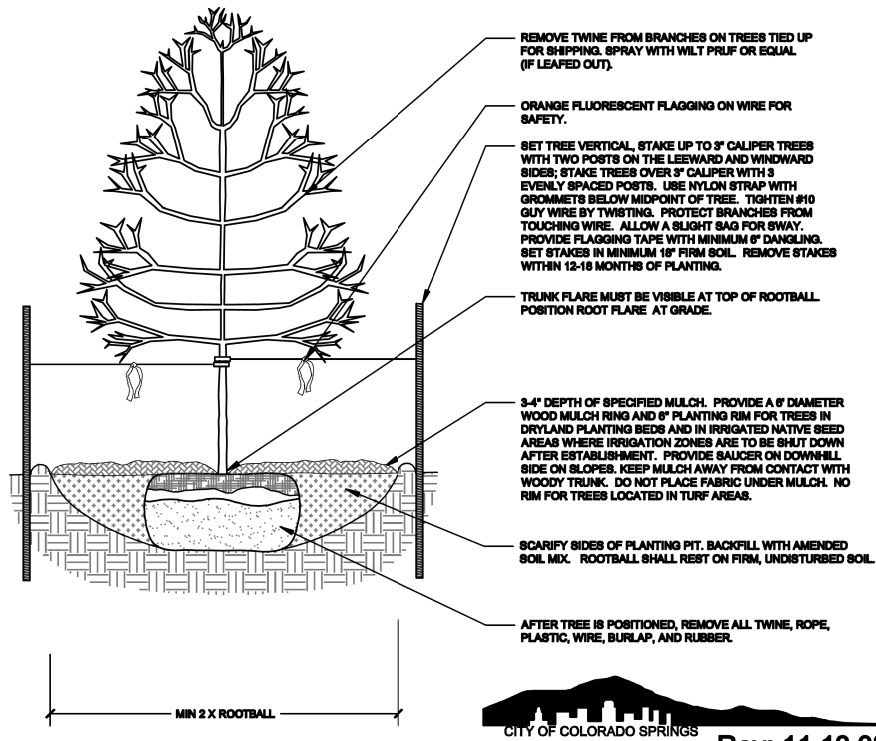
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2315 BRIARGATE PARKWAY, SUITE 150
COLORADO SPRINGS, CO 80920
(719) 531-0001
FAX (719) 531-0007
AECOM PN: 60604563

LANDSCAPE PLAN STA 313+00 TO STA 319+00	
AECOM PN: 60604563	Designer: KB
Sheet Subset: LANDSCAPE	Detailer: KB
Subset Sheets: 8 of 13	Checker: NP

BLACK FOREST ROAD WIDENING	
Sheet Number	408

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- NOTES:
1. MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
 2. AT TIME OF PLANTING, DO NOT REMOVE OR CUT LEADER AND PRUNE ONLY DEAD OR BROKEN BRANCHES, CROSS OVER BRANCHES, AND WEAK OR NARROW CROTCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
 3. STRUCTURAL PRUNING SHOULD NOT BEGIN UNTIL AFTER ESTABLISHMENT PERIOD, USUALLY TWO GROWING SEASONS.
 4. KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 5. DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
 6. AMENDED BACKFILL SHALL BE 1/3 COMPOST (PREFERABLY CLASSIFIED) AND 2/3 NATIVE AND/OR IMPORTED TOPSOIL.
 7. WRAP TRUNK ON EXPOSED SITES AND SPECIES WITH THIN BARK. USE ELECTRICAL OR DUCT TAPE, NOT TWINE.
 8. COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
 9. DEEP WATER ALL PLANTS AT TIME OF PLANTING.



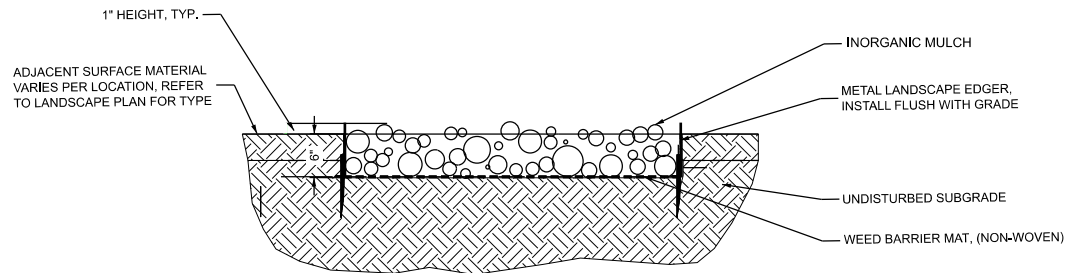
Rev: 11.13.08

Disclaimer: These planting details are for City review and approval process only and shall not be used for construction or bidding purposes.

1 13 DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

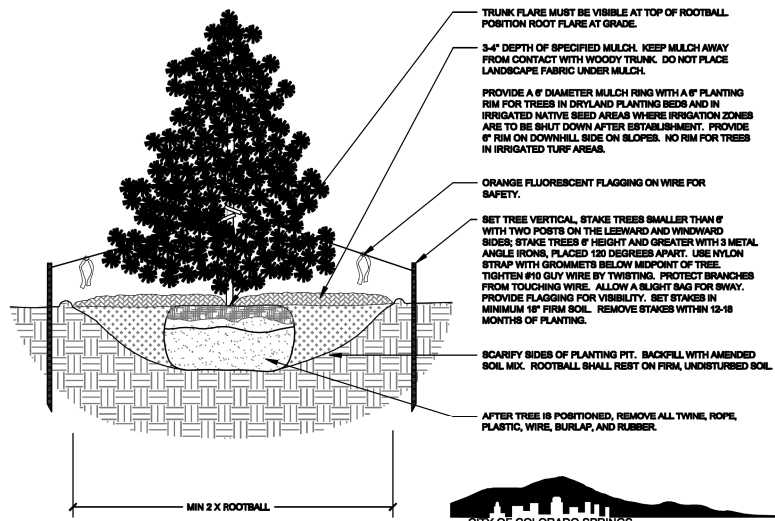
SECTION



4 13 ROCK MULCH AND METAL EDGER

SCALE:NTS

- NOTES:
1. DO NOT REMOVE OR CUT LEADER.
 2. PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
 3. DO NOT REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.
 4. KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 5. AMENDED BACKFILL SHALL BE 1/3 COMPOST (PREFERABLY CLASSIFIED) AND 2/3 NATIVE AND/OR IMPORTED TOPSOIL.
 6. MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
 7. PINE AND SPRUCE TREES TO BE SPRAYED FOR IPS BARK BEETLE PRIOR TO PLANTING. COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
 8. ALL TREES TO BE DEEP WATERED AT TIME OF PLANTING.



Rev: 11.13.08

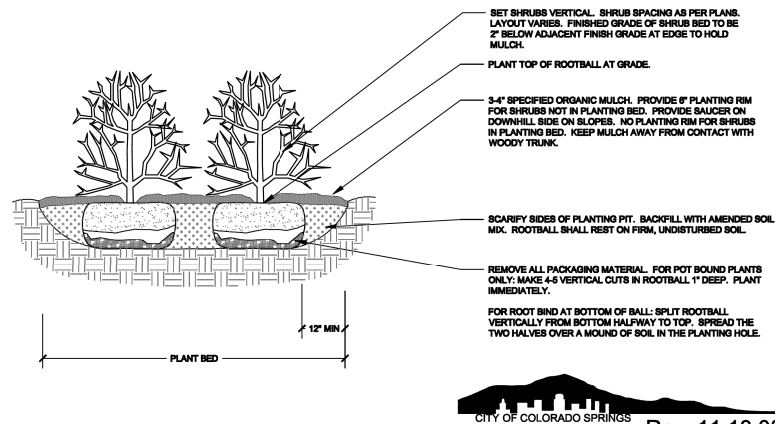
Disclaimer: These planting details are for City review and approval process only and shall not be used for construction or bidding purposes.

2 13 EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE

SECTION

- NOTES:
1. PRUNE ONLY DEAD OR BROKEN BRANCHES AND WEAK OR NARROW CROTCHES.
 2. KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 3. DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
 4. AMENDED BACKFILL SHALL BE 1/3 COMPOST (PREFERABLY CLASSIFIED) AND 2/3 NATIVE AND/OR IMPORTED TOPSOIL.
 5. ALL SHRUBS IN ROCK AREAS TO RECEIVE SHREDDED MULCH RINGS.
 6. DEEP WATER ALL PLANTS AT TIME OF PLANTING.



Rev: 11.13.08

Disclaimer: These planting details are for City review and approval process only and shall not be used for construction or bidding purposes.

3 13 SHRUB PLANTING DETAIL

NOT TO SCALE

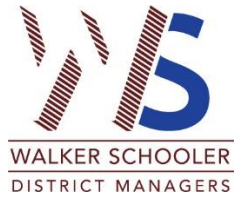
SECTION



Computer File Information			Index of Revisions		
Last Modification Date:	9/2/2021	Initials:	Date:	Comments	Init.
File Path:	BFR_ORD_Details.dgn				
Print Date:	9/2/2021				
OpenRoads Designer V10.09	Scale: Horiz.	N/A	Vert.		



LANDSCAPE DETAILS			BLACK FOREST ROAD WIDENING	
AECOM PN: 60604563		Designer:	KB	
Sheet Subset: LANDSCAPE		Detailer:	KB	
Subset Sheets: 1 of 1		Checker:	NP	
			Sheet Number	414



DECLARATION OF RESTRICTIONS AND COVENANTS
FAIR AND EQUITABLE COST PARTICIPATION AGREEMENT
(COTTAGES)

THIS DECLARATION OF RESTRICTIONS AND COVENANTS (this “**Declaration**”) is made as of _____, 2022 (the “**Effective Date**”), by **[PROPERTY OWNER ENTITY]**, a **[owner entity designation]** (the “**Declarant**”), for the benefit of **WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado, its successors and/or assigns (the “**District**”).

RECITALS

WHEREAS, as of the date set forth above, Declarant is the owner **[and developer]** of that certain property located in **the Cottages at Woodmen Heights, located near the District in the City of Colorado** Springs, Colorado (the “**City**”), as more particularly described in **Exhibit A**, attached hereto, and incorporated herein by reference (the “**Property**”); and

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, et seq., C.R.S., to finance, construct, operate, maintain, repair, replace and provide public improvements and services, within or without its boundaries, including, without limitation, covenant control, sanitation, water, streets, park and recreation, transportation, television relay and translation, and mosquito control improvements, facilities, and services (collectively, the “**Public Improvements**”); and

WHEREAS, the Property, and all improvements thereon, will benefit directly from the construction, existence, financing, operation, maintenance, repair, replacement, and provision of the Public Improvements; however, the Property, or portions thereof, will not be subject to the mill levy, platting and building permit fees imposed by the District that provides the revenues for payment for the construction, financing, operation, maintenance, repair, replacement, and provision of the Public Improvements; and

WHEREAS, Pursuant to the Annexation Agreement between the City and the Declarant governing the Property, the Property is obligated and otherwise responsible for contributing to a share of the costs of the Public Improvements either through (i) inclusion into the District and pay the District property taxes and fees; or (ii) remain outside the District boundary and contractually make financial contribution for an agreed upon fair and equitable amount; and

WHEREAS, the Property will contribute by making the financial contributions required herein, while other property within the same development will be included into the District and pay the District's taxes and fees; and

WHEREAS, Declarant desires to impose upon the Property the restrictions and covenants set forth below to ensure the Property contributes fairly and equitably to the payment of the costs of the Public Improvements.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements and for other good and valuable consideration, the adequacy and sufficiency of which are hereby confessed and acknowledged by the Parties, the Parties hereby agree as follows.

DECLARATION

1. Defined Terms. Except as otherwise expressly provided herein, or unless the context requires otherwise, the singular of any term includes the plural of such term, and any reference herein to a Section is to a Section of this Declaration. The following terms, when used in this Declaration, shall have the following meanings:

a. **"Equitable Contribution"** means the payment by Declarant, in lieu of the Property's inclusion into the District boundary and paying of District fees and taxes, the amount of \$1,540,894, which represents the mutually agreed upon discounted amount from the net present value of the contribution amount that would otherwise have been required pursuant to the Annexation Agreement.

b. **"Interest"** means any partial or total legal right to property or for the use of property, including a fee interest, leasehold or other right to use, possess or occupy.

c. **"Owner(s)"** means a Person that has an Interest in any portion of the Property, whether by contract or otherwise, including without limitation, the Declaration and any of its respective successors and assigns, which Person has the legal obligation to pay property taxes imposed on the Property. If more than one Person owns an Interest in a particular portion of the Property and the legal obligation to pay property tax and is allocated among such Persons, for the purposes of this Declaration, such Persons shall be jointly and severally liable for the payments required under this Declaration.

d. **"Person(s)"** means an individual, firm, corporation, partnership, company, association, joint stock company, trust, body politic or any other incorporated or unincorporated organization or any trustee, receiver, assignee, or other similar representative thereof.

e. **"State"** means the State of Colorado.

2. No Common Interest Community/CCIOA Does Not Apply. This Declaration does not create a "common interest community" as such term is defined by the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et. seq. ("CCIOA"). As such, CCIOA does not

apply to the Property or any planned community that may be created hereby and this Declaration shall be read, construed, and interpreted accordingly.

3. Equitable Contribution. The Declarant, or Declarant's successor or assign, shall pay the District the Equitable Contribution charge as follows:

a. No later than the day development commences within the Property or April 30, 2022, whichever occurs first (the "**First Payment Date**"), the Declarant shall tender payment of \$770,447 to the District.

b. No later than forty-five (45) days after the First Payment Date, the Declarant shall tender payment of \$770,447 to the District.

c. Until paid, the Equitable Contribution due hereunder, together with any late fees, interest, penalties and costs of collection, shall constitute a statutory, perpetual lien of the District against the Property, or any applicable portion thereof, and any such lien may be foreclosed in the same manner as provided by the laws of the State for the foreclosure of mechanic's liens, pursuant to C.R.S. § 32-1-1001(2)(j)(I). Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State) on the Property, or any applicable portion thereof, and shall run with the land. The District may, but is not obligated to, record a statement of lien with respect to any portion of the Equitable Contribution that is not paid when due.

4. Transfers of Interests.

a. Any Owner transferring an interest to any portion of the Property shall provide notice of such transfer to the District, in writing, identifying the portion of the Property being transferred. Such notices shall be delivered to the District, at the address set forth below, not later than the date such transfer of interest is effective.

b. An Owner's failure to give any such notice of transfer shall in no way affect or eliminate the obligation of a subsequent Owner to pay the Equitable Contribution.

5. Notices. Notices given with respect to this Agreement shall be by hand-delivery; by certified mail, return receipt requested; or overnight delivery service by a nationally recognized overnight courier service such as FedEx or UPS. Notice shall be deemed given (i) when received, if transmitted by hand-deliver; (ii) on the third (3rd) business day, if transmitted by certified mail, postage pre-paid; or (iii) the next business day, if transmitted by overnight deliver. Notice shall be sent to the following addresses, or to such other addresses as may be provided in writing by either of the parties to the other:

To Owner(s): To the Owner(s) at the address(es) on record with the El Paso County Assessor

To District: Woodmen Heights Metropolitan District No. 2
Walker Schooler District Managers
614 N. Tejon St.
Colorado Springs, CO 80903

Office: (719) 447-1777
Email: kevin.w@wsdistricts.co

With a copy to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Sean Allen, Esq.
Telephone: 303-858-1800
Email: sallen@wbapc.com

6. Enforcement. Pursuant to § 29-1-1102(3), C.R.S., any Equitable Contribution not paid in full within thirty (30) days after the scheduled due date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Equitable Contribution, exclusive of assessed late fees, penalties, interest, and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District shall have all rights and remedies available to it under this Declaration, at law or in equity to enforce this Declaration against any Person violating or attempting to violate the restrictions and covenants set forth herein. Such right and remedies include, without limitation, the power and authority to enforce this Declaration by proceedings to restrain such violation, compel compliance, foreclose the District's lien and recover damages, costs and expenses. If it becomes necessary for the District to enforce the provisions of this Declaration to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the District, if it prevails, shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees. The failure or delay on the part of the District to enforce its rights under this Declaration shall not be construed as a waiver of such provision.

7. Governing Law and Venue. This Declaration will be governed by, and enforced in accordance with, the laws of the State of Colorado. Venue for legal proceedings shall be proper in the jurisdiction where the Property is located.

8. Run with the Land; Reasonableness. This Declaration, as recorded, shall run with the land, and shall be binding upon all Owners and Persons having an Interest in the Property and their respective successors and assigns. The covenants set forth herein are reasonable and necessary to the effectuate the construction, existence, financing, operation, maintenance, repair, replacement, and provision of the Public Improvements benefitting the Property, the Owners and Persons having an Interest in the Property. The Equitable Contribution is reasonably related to the overall cost of providing the Public Improvements and shall be imposed on the Owners.

9. Assignment. To the fullest extent permitted by applicable law, any of the rights, powers, and reservations of the District herein contained may be assigned (in whole or in part) by the District to any Person by a recorded document executed by both the assignor and the assignee. Upon any such assignment, the assignee shall, to the extent of such assignment, have the same rights and powers as are given to the District herein.

10. Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any Person by judgment or court order, will in no way affect any of the other provisions of this Declaration or the application thereof to any other Person or circumstance, and the remainder of this Declaration will remain in effect; provided, however, that in the event such invalidation would render the remaining portions of this Declaration ineffective to carry out the intentions of the Declarant as expressed or implied by this Declaration, then the objectionable provision(s) hereof will be construed, and this Declaration will be presumed amended, as if such provision was replaced with an enforceable provision which effectuates, as nearly as possible, the intent of the Declarant as expressed or implied herein.

11. No Third-Party Beneficiary. Except for any rights and reservations of Declarant under this Declaration, it is expressly understood and agreed that enforcement of the terms and conditions of this Declaration, and all rights of action relating to such enforcement, shall be strictly reserved to the District, and its duly authorized successors and assigns, and nothing contained in this Declaration shall give or allow any claim or right of action by any other Person with respect to this Declaration. However, if any of the rights, powers, and reservations of the District are assigned, pursuant to Section 9, the assignee shall be considered a third-party beneficiary with enforcement rights hereunder as if it were an original party hereto.

12. Amendment by Declaration. Declarant may make amendments to the provisions of this Declaration with the prior written consent of (i) the Owners who hold a fee interest in fifty-one percent (51%) of the total acreage of the Property and (ii) the District. Additionally, subject to the prior written consent of the District, Declarant may take the necessary and appropriate action to cause additional real property to be subjected to this Declaration, but only with the prior consent of one hundred percent (100%) of the Persons owning a fee interest in the property proposed to be subjected to this Declaration.

13. City Acknowledgment. The Declarant and the District agree that the City will be informed of the Property's Equitable Contribution amount and provided with a signed copy of this Agreement.

[Signature Pages Follow]

[Declarant Name], a _____

Title: _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as the _____ of [_____].

My commission expires: _____

[Declarant Signature Page to Declaration of Restrictions and Covenants]

**WOODMEN HEIGHTS METROPOLITAN
DISTRICT NO. 2**

By: _____
Officer of the District

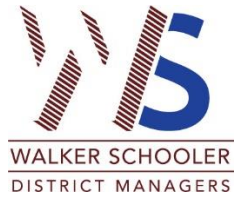
ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

[District Signature Page to Declaration of Restrictions and Covenants]



Woodmen Heights Metropolitan District #1
Balance Sheet
As of March 30, 2022

	Mar 30, 22
ASSETS	
Current Assets	
Checking/Savings	
1110 · WHMD Wells Fargo Checking	1,178,392.05
Total Checking/Savings	1,178,392.05
Total Current Assets	1,178,392.05
Fixed Assets	
1300 · Construction in Progress	
1343 · Vollmer Drainage	853,000.00
1301 · 51-1 Engineering	1,233,786.17
1302 · 51-2 Engineering	545,898.77
1303 · 51-3 Misc-Road/Drainage	885,359.65
1303.1 · 51-3.1 Misc-Water/Sewer	462,358.74
1304 · 51-4 Management-Road/Drainage	356,630.00
1306.1 · 51-6-2 NEW Pond 2	369.87
1312 · 51-12 Grading	333,128.22
1316.1 · 51-16 24" Water Main-Cedarwood	-13,224.84
1323 · 51-23 Blk Forest Impvmts/Utity	167,162.00
1324 · 51-24 Cowpoke Imp/San Sew/Utity	-3,942.72
1326 · 51-26 24" Water Main-Marksheff	75,000.19
1327 · 51-27 Black Forest Improvements	13,833.81
1329 · 51-29 Black Forest Park	428,566.77
1330 · 51-30 Vollmer Improvements	15,084.54
1331 · 51-31 Sorpresa	2,016,701.42
1332 · 51-32 Forest Meadows Ave	2,257,467.00
1333 · 51-33 Marksheffel Road	2,499.79
1334 · 51-34 Storm Sewer Facilities WH	671,973.39
1336 · 51-36 Wetland Mit-Ph 1	291,526.23
1337 · 51-37 Landscape/Fence/Park 5.6	1,386,773.17
1340 · 51-40 Landscape/Fence/StreetW	910,647.47
1341 · 51-41 Landscape/Pocket Parks	165,522.00
1342 · 51-42 Bridge Fees	233,268.55
1300 · Construction in Progress - Other	1,843,803.49
Total 1300 · Construction in Progress	15,133,193.68
1540 · Accumulated Depreciation	-5,550,739.00
Total Fixed Assets	9,582,454.68
TOTAL ASSETS	10,760,846.73
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	25,543.54
Total Accounts Payable	25,543.54
Total Current Liabilities	25,543.54
Long Term Liabilities	
2530 · RS Holding Company A1	245,388.84
2550 · KF 103-CV, LLC	172,671.58
2552 · ESI-Developer Advances	105,342.35
2590 · Advance from Morley Companies	983,602.04
Total Long Term Liabilities	1,507,004.81
Total Liabilities	1,532,548.35
Equity	
3000 · Opening Balance Equity	-291,538.89
3910 · Retained Earnings	9,288,588.02
Net Income	231,249.25
Total Equity	9,228,298.38
TOTAL LIABILITIES & EQUITY	10,760,846.73

Woodmen Heights Metropolitan District #1

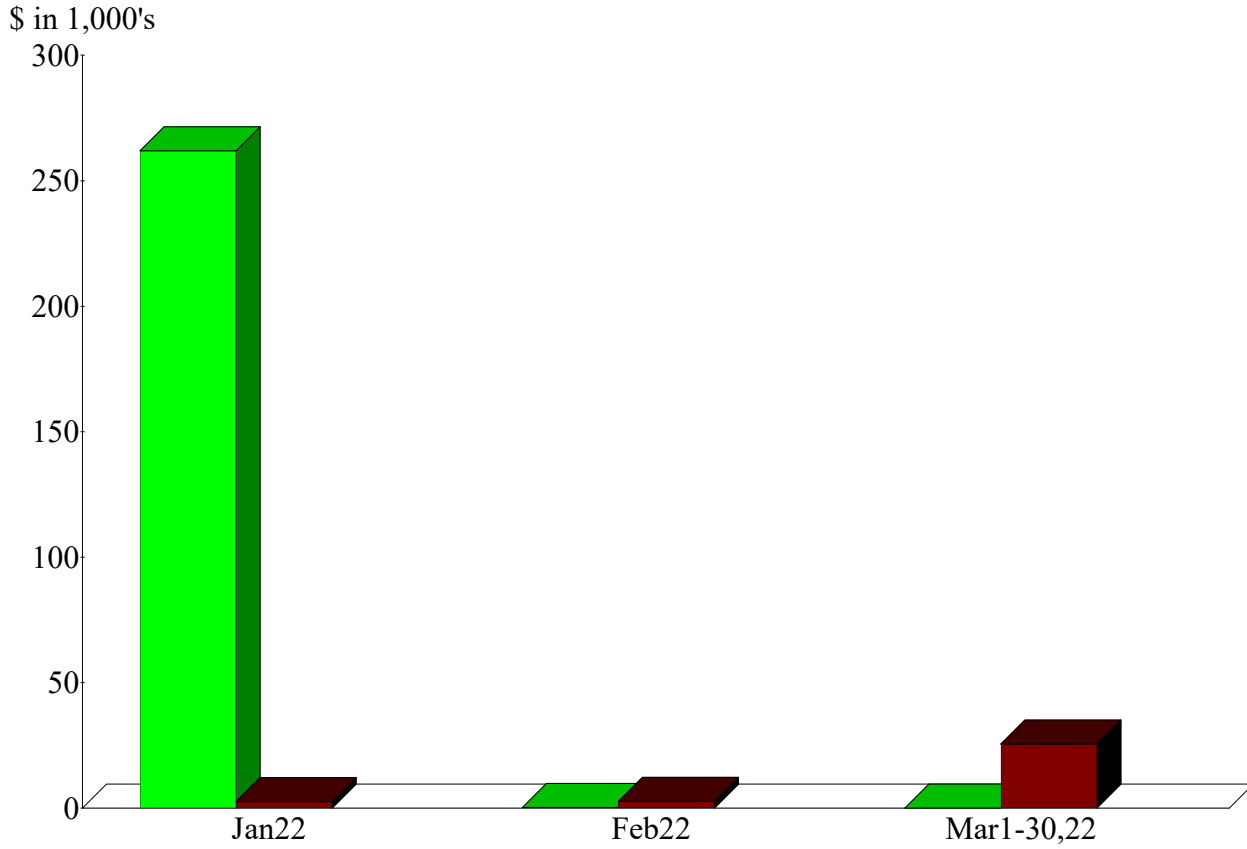
Profit & Loss Budget vs. Actual

January 1 through March 30, 2022

	TOTAL				
	Mar 1 - 30, 22	Jan 1 - Mar 30, 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Fees					
Platting Fees					
Tiers Fee	0.00	76,692.00	0.00	76,692.00	100.0%
Rivers Park Fee	0.00	34,273.10	0.00	34,273.10	100.0%
Total Platting Fees	0.00	110,965.10	0.00	110,965.10	100.0%
Facility Fees					
East Park Fee	0.00	116,528.54	0.00	116,528.54	100.0%
Bridge Fees	0.00	34,273.10	0.00	34,273.10	100.0%
Total Facility Fees	0.00	150,801.64	0.00	150,801.64	100.0%
Total Fees	0.00	261,766.74	0.00	261,766.74	100.0%
Total Income	0.00	261,766.74	0.00	261,766.74	100.0%
Gross Profit	0.00	261,766.74	0.00	261,766.74	100.0%
Expense					
Parks					
Rivers FM	25,143.54	25,143.54	0.00	25,143.54	100.0%
Total Parks	25,143.54	25,143.54	0.00	25,143.54	100.0%
Copies & Postage	0.00	0.00	500.00	-500.00	0.0%
6060 · Bank Service Charges	0.00	193.80	0.00	193.80	100.0%
6090 · Business License & Fees	0.00	160.25	0.00	160.25	100.0%
6155 · Directors Fees	400.00	400.00	6,000.00	-5,600.00	6.67%
6160 · Dues and Subscriptions	0.00	269.25	0.00	269.25	100.0%
6170 · Election Expense	0.00	1,030.13	1,000.00	30.13	103.01%
6570 · Professional Fees					
District Management	0.00	2,240.00	13,500.00	-11,260.00	16.59%
6571 · Accounting	0.00	0.00	8,500.00	-8,500.00	0.0%
6572 · Legal Fees	0.00	1,445.03	0.00	1,445.03	100.0%
Total 6570 · Professional Fees	0.00	3,685.03	22,000.00	-18,314.97	16.75%
6610 · Postage and Delivery	0.00	24.35	0.00	24.35	100.0%
6612 · RE Property Taxes	0.00	30.18	0.00	30.18	100.0%
Total Expense	25,543.54	30,936.53	29,500.00	1,436.53	104.87%
Net Ordinary Income	-25,543.54	230,830.21	-29,500.00	260,330.21	-782.48%
Other Income/Expense					
Other Income					
7010 · Interest Income					
O&M	8.67	400.75	700.00	-299.25	57.25%
7010 · Interest Income - Other	0.00	18.29	0.00	18.29	100.0%
Total 7010 · Interest Income	8.67	419.04	700.00	-280.96	59.86%
Total Other Income	8.67	419.04	700.00	-280.96	59.86%
Net Other Income	8.67	419.04	700.00	-280.96	59.86%
Net Income	-25,534.87	231,249.25	-28,800.00	260,049.25	-802.95%

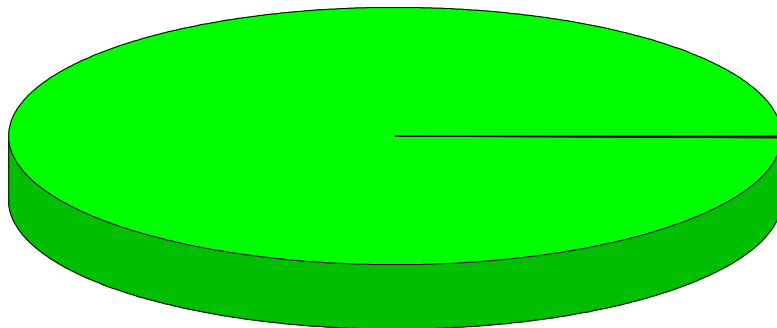
Income and Expense by Month January 1 through March 30, 2022

Income
Expense



Income Summary January 1 through March 30, 2022

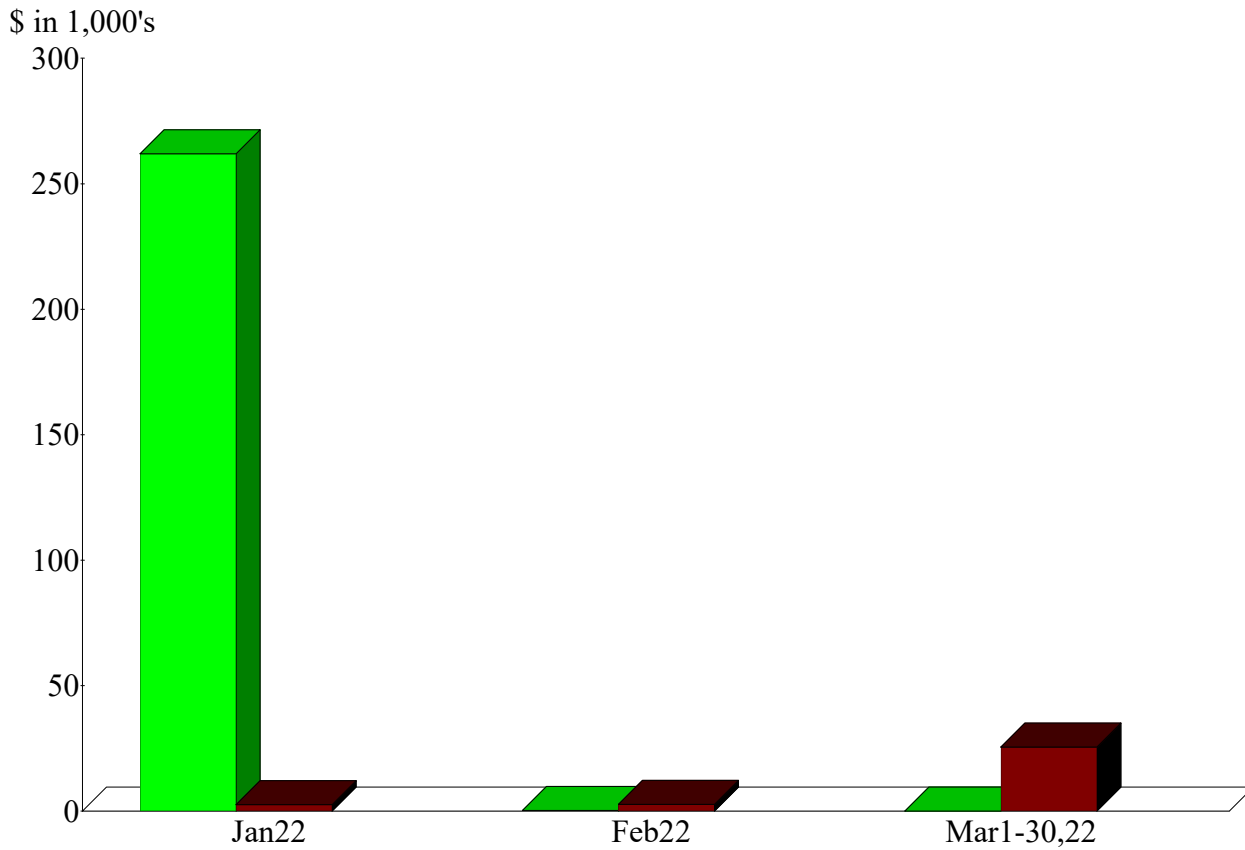
Fees	99.84%
7010 - Interest Income	0.16
Total	\$262,185.78



By Account

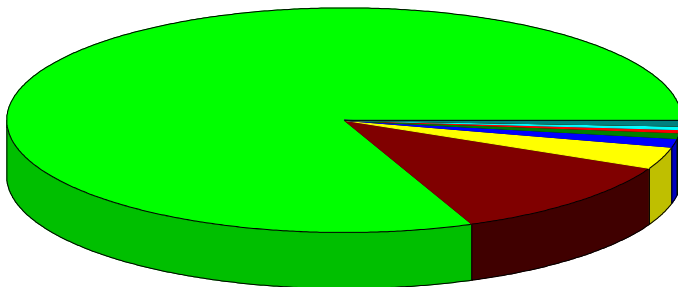
Income and Expense by Month January 1 through March 30, 2022

Income
Expense



Expense Summary January 1 through March 30, 2022

Parks	81.27%
6570 · Professional Fees	11.91
6170 · Election Expense	3.33
6155 · Directors Fees	1.29
6160 · Dues and Subscriptions	0.87
6060 · Bank Service Charges	0.63
6090 · Business License & Fees	0.52
6612 · RE Property Taxes	0.10
6610 · Postage and Delivery	0.08
Total	\$30,936.53



By Account

Woodmen Heights Metropolitan District #2

Balance Sheet

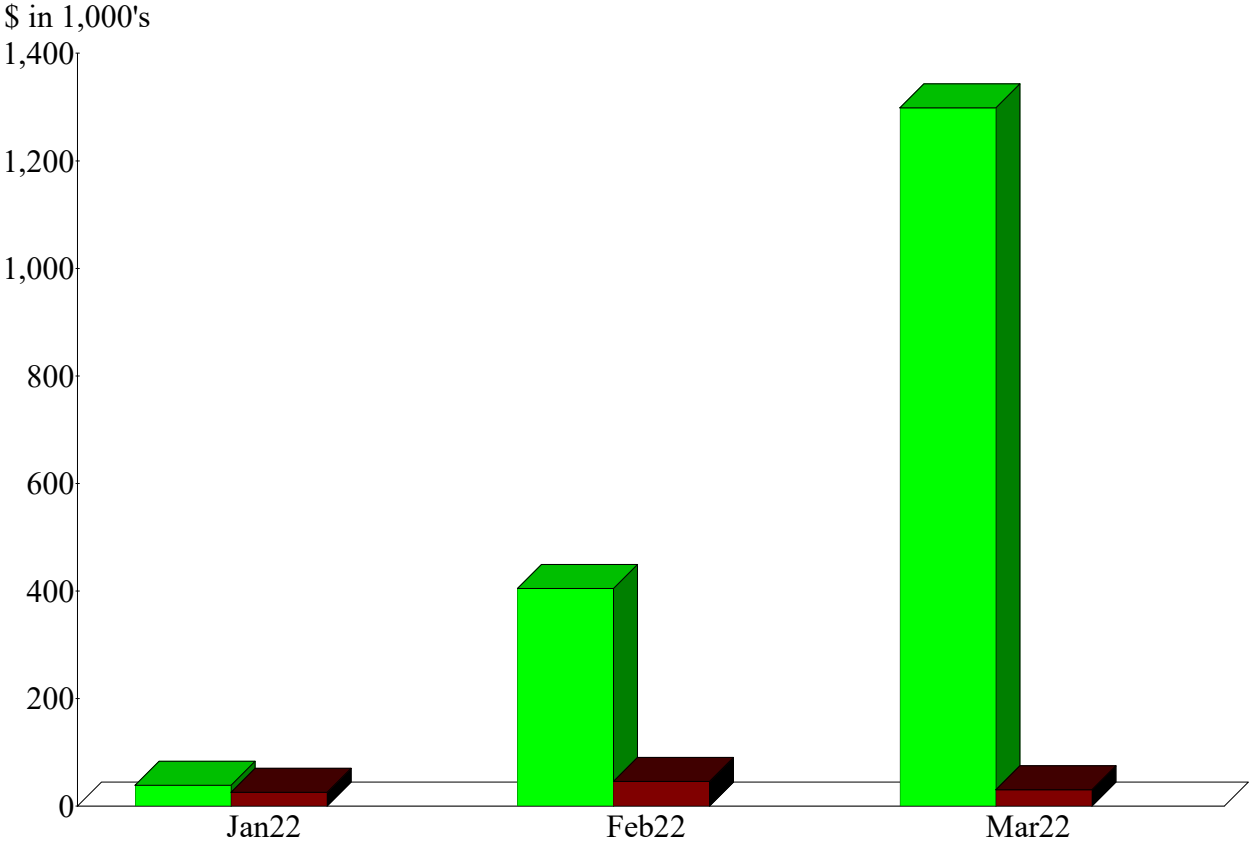
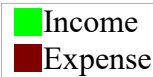
As of March 31, 2022

	Mar 31, 22
ASSETS	
Current Assets	
Checking/Savings	
ECB - Operating	1,582,327.43
1112 · PNC Bank Reserve 9339	1,130,906.07
1111 · PNC Bank Loan 9048	1,069,022.81
UMB 2020B-1 Bond 394.1	128,940.02
UMB 2020B-1 Reserve 394.2	731,002.48
UMB 2020B-1 Surplus 394.3	731,000.00
Total Checking/Savings	5,373,198.81
Accounts Receivable	
1210 · Accounts Receivable	377,769.65
1230 · Property Taxes Receivable WH2	1,515,243.28
Total Accounts Receivable	1,893,012.93
Other Current Assets	
1390 · Undeposited Funds	9,503.68
Total Other Current Assets	9,503.68
Total Current Assets	7,275,715.42
TOTAL ASSETS	7,275,715.42
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	80.00
Total Accounts Payable	80.00
Other Current Liabilities	
2022 · Deferred Property Tax Rev WH2	1,515,243.28
Total Other Current Liabilities	1,515,243.28
Total Current Liabilities	1,515,323.28
Long Term Liabilities	
2650 · Series 2020A Loan	33,865,000.00
2640 · Series 2020B-2 Bond	6,714,000.00
2630 · Series 2020B-1 Bond	7,310,000.00
Total Long Term Liabilities	47,889,000.00
Total Liabilities	49,404,323.28
Equity	
3000 · Opening Balance Equity	1,293,534.46
3910 · Retained Earnings	-45,061,825.41
Net Income	1,639,683.09
Total Equity	-42,128,607.86
TOTAL LIABILITIES & EQUITY	7,275,715.42

Woodmen Heights Metropolitan District #2
Profit & Loss Budget vs. Actual
January through March 2022

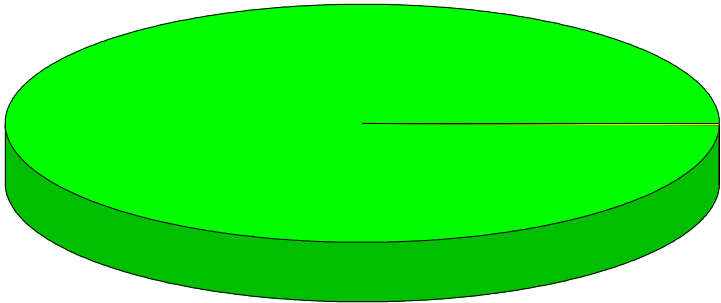
	TOTAL				
	Mar 22	Jan - Mar 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Due From District 3 - Taxes	0.00	1,403.29			
Fees					
Facility Fees					
Bridge Fee	0.00	19,319.88	27,500.00	-8,180.12	70.25%
East Park Fee	0.00	0.00	93,500.00	-93,500.00	0.0%
Facility Fees - Other	12,473.58	161,318.43			
Total Facility Fees	12,473.58	180,638.31	121,000.00	59,638.31	149.29%
Impact Fees					
Impact Fees Res Multi	0.00	0.00	74,841.60	-74,841.60	0.0%
Impact Fees Residential	0.00	0.00	415,786.00	-415,786.00	0.0%
Total Impact Fees	0.00	0.00	490,627.60	-490,627.60	0.0%
Platting Fees					
Rivers Park Fee	0.00	19,319.88	27,500.00	-8,180.12	70.25%
Tiers Fee	0.00	193,198.80	275,000.00	-81,801.20	70.25%
Total Platting Fees	0.00	212,518.68	302,500.00	-89,981.32	70.25%
Taxes					
Current Year - O&M	365,387.13	376,694.42	807,266.70	-430,572.28	46.66%
Spec Own Tax - O&M	6,320.40	12,883.31	56,508.67	-43,625.36	22.8%
Current Year - Debt	898,894.35	926,711.59	1,985,968.91	-1,059,257.32	46.66%
Spec Own Tax - Debt	15,548.90	31,694.43			
Total Taxes	1,286,150.78	1,347,983.75	2,849,744.28	-1,501,760.53	47.3%
Fees - Other	0.00	0.00	182,103.64	-182,103.64	0.0%
Total Fees	1,298,624.36	1,741,140.74	3,945,975.52	-2,204,834.78	44.12%
Total Income	1,298,624.36	1,742,544.03	3,945,975.52	-2,203,431.49	44.16%
Gross Profit	1,298,624.36	1,742,544.03	3,945,975.52	-2,203,431.49	44.16%
Expense					
Bank Service Charges	0.00	224.65			
Bond Expense					
Debt Service	0.00	0.00	870,000.00	-870,000.00	0.0%
Debt Service Interest	0.00	0.00	1,418,641.00	-1,418,641.00	0.0%
Total Bond Expense	0.00	0.00	2,288,641.00	-2,288,641.00	0.0%
Capital Facilities	0.00	0.00	100,000.00	-100,000.00	0.0%
Contingency	0.00	0.00	40,000.00	-40,000.00	0.0%
Dues and Subscriptions	0.00	1,237.50	500.00	737.50	247.5%
Election	0.00	606.80	7,500.00	-6,893.20	8.09%
Storm Water	0.00	2,850.73	7,500.00	-4,649.27	38.01%
Insurance	0.00	0.00	12,000.00	-12,000.00	0.0%
Miscellaneous	0.00	6.99	1,000.00	-993.01	0.7%
Professional Fees					
Audit	0.00	0.00	19,000.00	-19,000.00	0.0%
District Management	0.00	17,920.00	120,000.00	-102,080.00	14.93%
Landscaping Maintenance	11,941.85	56,613.54	425,000.00	-368,386.46	13.32%
Legal Fees	0.00	1,435.96	30,000.00	-28,564.04	4.79%
Total Professional Fees	11,941.85	75,969.50	594,000.00	-518,030.50	12.79%
Postage and Delivery	0.00	0.00	200.00	-200.00	0.0%
Repairs	0.00	2,440.00	50,000.00	-47,560.00	4.88%
Repay Developer Advance	0.00	0.00	275,000.00	-275,000.00	0.0%
Treasurer Collection Fee Debt	13,483.41	13,900.67	29,789.53	-15,888.86	46.66%
Treasurer Collection Fee O&M	5,480.81	5,650.42	12,109.00	-6,458.58	46.66%
Total Expense	30,906.07	102,887.26	3,418,239.53	-3,315,352.27	3.01%
Net Ordinary Income	1,267,718.29	1,639,656.77	527,735.99	1,111,920.78	310.7%
Other Income/Expense					
Other Income					
Interest Income	0.00	26.32	96.00	-69.68	27.42%
Total Other Income	0.00	26.32	96.00	-69.68	27.42%
Net Other Income	0.00	26.32	96.00	-69.68	27.42%
Net Income	1,267,718.29	1,639,683.09	527,831.99	1,111,851.10	310.65%

Income and Expense by Month
January through March 2022



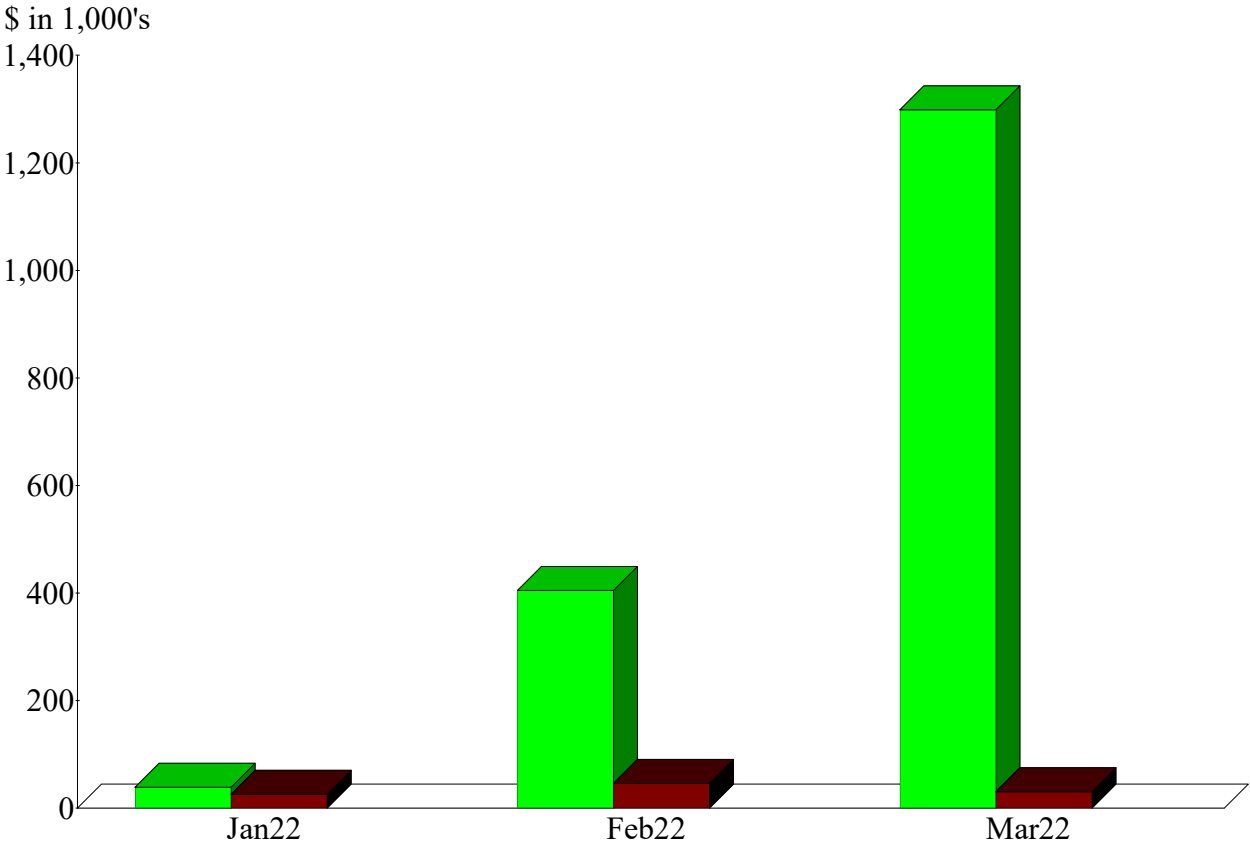
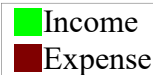
Income Summary
January through March 2022

Fees	99.92%
Due From District 3 - Taxes	0.08
Interest Income	0.01
Total	\$1,742,570.35



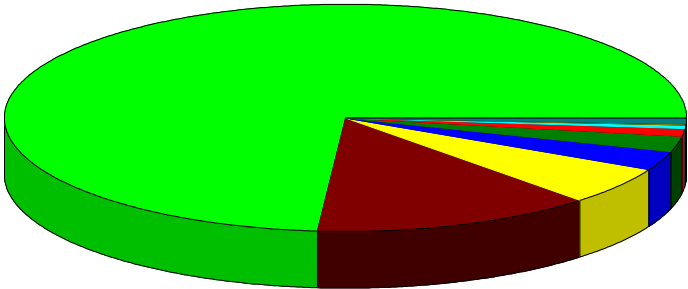
By Account

Income and Expense by Month
January through March 2022



Expense Summary
January through March 2022

Professional Fees	73.84%
Treasurer Collection Fee Debt	13.51
Treasurer Collection Fee O&M	5.49
Fees Due	2.77
Repairs	2.37
Dues and Subscriptions	1.20
Election	0.59
Bank Service Charges	0.22
Miscellaneous	0.01
Total	\$102,887.26



By Account

8:26 AM

Woodmen Heights Metropolitan District #3

03/31/22

Balance Sheet

Accrual Basis

As of March 31, 2022

	Mar 31, 22
ASSETS	
Current Assets	
Checking/Savings	
ECB - Operating	94,186.04
Total Checking/Savings	94,186.04
Accounts Receivable	
1211 · AR Couty Treasurer	196,055.71
Total Accounts Receivable	196,055.71
Total Current Assets	290,241.75
TOTAL ASSETS	290,241.75
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2025 · Deferred Property Tax Rev WH3	196,055.71
Total Other Current Liabilities	196,055.71
Total Current Liabilities	196,055.71
Total Liabilities	196,055.71
Equity	
3910 · Retained Earnings	83,103.46
Net Income	11,082.58
Total Equity	94,186.04
TOTAL LIABILITIES & EQUITY	290,241.75

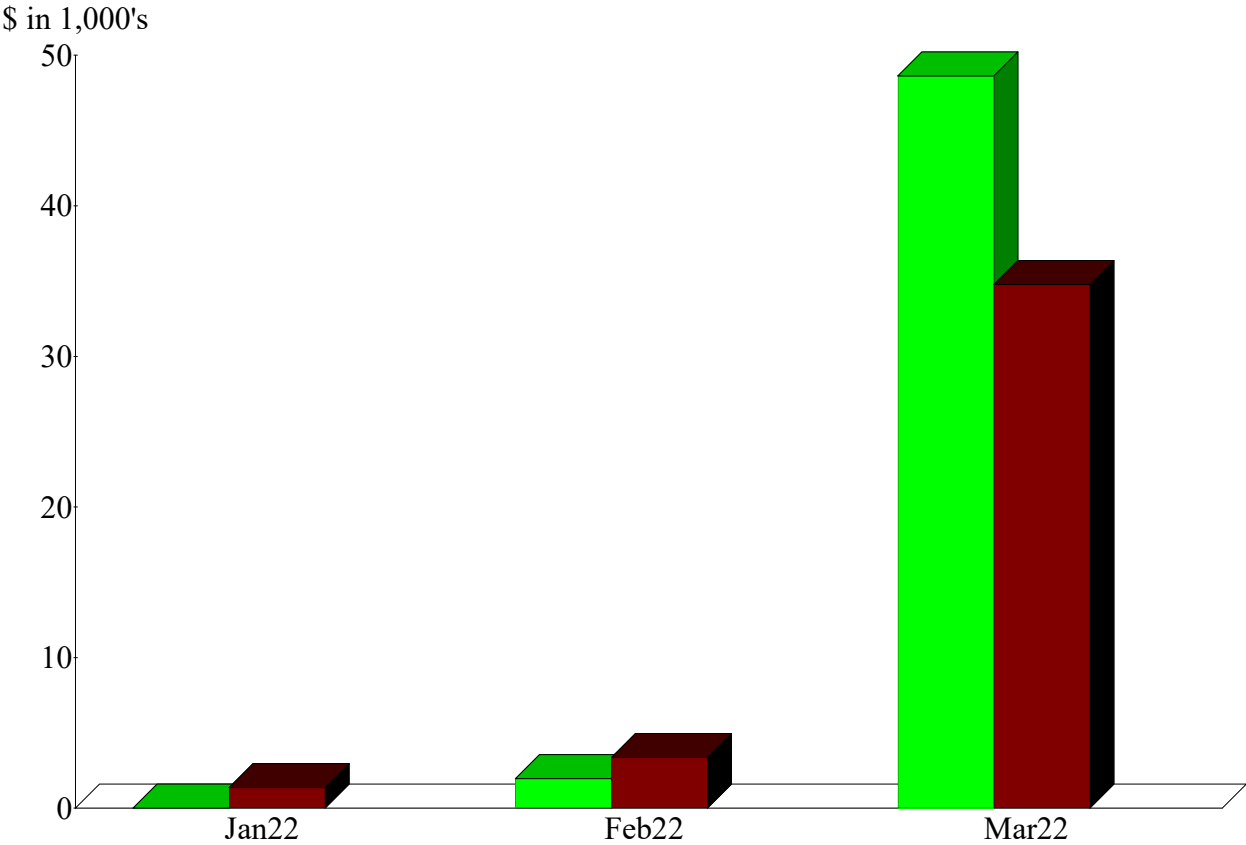
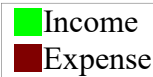
Woodmen Heights Metropolitan District #3

Profit & Loss Budget vs. Actual

January through March 2022

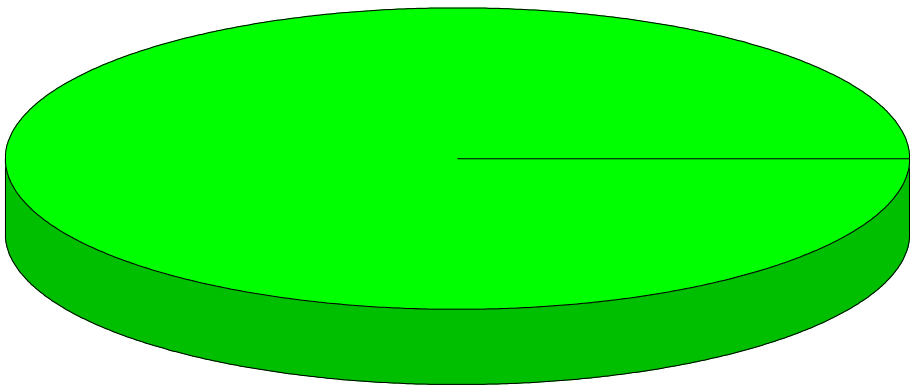
	TOTAL				
	Mar 22	Jan - Mar 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Fees					
Taxes					
Current Year - O&M	13,503.20	13,503.20	70,166.70	-56,663.50	19.24%
Spec Own Tax - O&M	549.36	1,119.80	4,911.67	-3,791.87	22.8%
Current Year - Debt	33,217.88	33,217.88	172,610.08	-139,392.20	19.24%
Spec Own Tax - Debt	1,351.44	2,754.73	12,082.71	-9,327.98	22.8%
Total Taxes	48,621.88	50,595.61	259,771.16	-209,175.55	19.48%
Total Fees	48,621.88	50,595.61	259,771.16	-209,175.55	19.48%
Total Income	48,621.88	50,595.61	259,771.16	-209,175.55	19.48%
Gross Profit	48,621.88	50,595.61	259,771.16	-209,175.55	19.48%
Expense					
Contingency	0.00	0.00	1,500.00	-1,500.00	0.0%
Copies & Postage	0.00	0.00	300.00	-300.00	0.0%
Dues and Subscriptions	0.00	427.53	500.00	-72.47	85.51%
Due to District 2 - Taxes	34,071.04	35,474.33	182,103.64	-146,629.31	19.48%
Election Expense	0.00	412.05	1,000.00	-587.95	41.21%
Insurance	0.00	0.00	5,000.00	-5,000.00	0.0%
Miscellaneous	0.00	0.00	1,500.00	-1,500.00	0.0%
Professional Fees					
District Management	0.00	2,240.00	15,000.00	-12,760.00	14.93%
Legal Fees	0.00	258.30	2,500.00	-2,241.70	10.33%
Total Professional Fees	0.00	2,498.30	17,500.00	-15,001.70	14.28%
Stormwater & Facilities Maint	0.00	0.00	35,000.00	-35,000.00	0.0%
Treasurer's Collection Fee-O&M	202.55	202.55	1,052.50	-849.95	19.25%
Treasurers Collection Fee-Debt	498.27	498.27	2,589.15	-2,090.88	19.25%
Total Expense	34,771.86	39,513.03	248,045.29	-208,532.26	15.93%
Net Ordinary Income	13,850.02	11,082.58	11,725.87	-643.29	94.51%
Net Income	13,850.02	11,082.58	11,725.87	-643.29	94.51%

Income and Expense by Month
January through March 2022



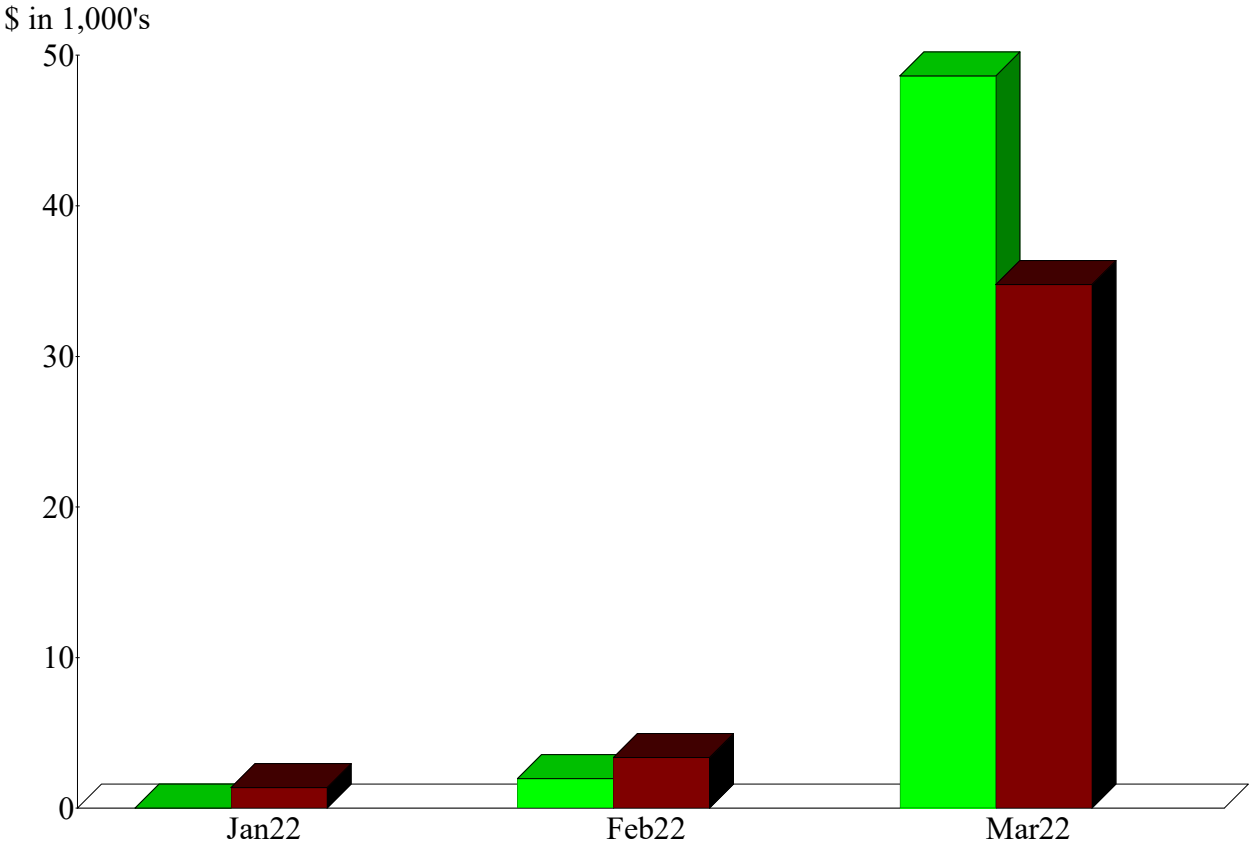
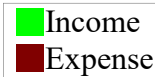
Income Summary
January through March 2022

Fees	100.00%
Total	\$50,595.61



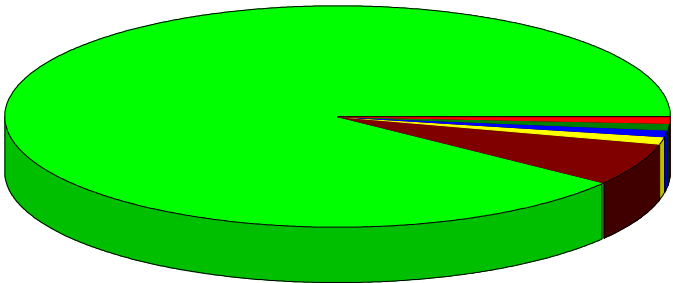
By Account

Income and Expense by Month
January through March 2022

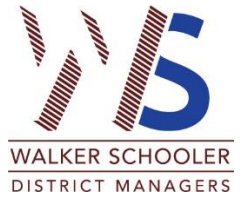


Expense Summary
January through March 2022

Due to District 2 - Taxes	89.78%
Professional Fees	6.32
Treasurers Collection Fee-Debt	1.26
Dues and Subscriptions	1.08
Election Expense	1.04
Treasurer's Collection Fee-O&M	0.51
Total	\$39,513.03



By Account



Woodmen Heights Metropolitan District #1

GENERAL FUND ACCOUNT

3/16/2022

Company	Invoice	Date	Amount	Comments
El Paso County Treasurer	53053-22-023	1/8/2022		
Special District Association	2022	2/17/2022	\$ 269.25	
Walker Schooler District Managers	7014	2/28/2022	\$ 1,135.00	
White Bear Ankele Tanka Waldron	20611	2/28/2022	\$ 1,052.68	

Woodmen Heights Metropolitan District, Director

\$ 2,456.93

Woodmen Heights Metropolitan District #2**GENERAL FUND ACCOUNT**

3/18/2022

Company	Invoice	Date	Amount	Comments
Affordable Services Inc	22822	2/28/2022	\$ 1,240.00	
City of Colorado Springs	CCSVarios.10/21	1/31/2022	1,977.94	
Special District Association	14-Jul	2/22/2022	1,237.50	
Walker Schooler District Managers	7015	2/28/2022	10,160.00	
Weisburg Landscape Maintenance	45007	2/18/2022	55.00	
Weisburg Landscape Maintenance	45032	2/28/2022	8,876.00	
Weisburg Landscape Maintenance	45033	2/28/2022	1,600.00	
Weisburg Landscape Maintenance	45129	2/28/2022	2,750.00	
Weisburg Landscape Maintenance	45153	2/28/2022	416.25	
Weisburg Landscape Maintenance	45233	3/8/2022	497.50	
Weisburg Landscape Maintenance	45274	3/10/2022	828.35	
Weisburg Landscape Maintenance	45311	3/15/2022	140.00	
Weisburg Landscape Maintenance	45398	3/31/2022	8,876.00	
Weisburg Landscape Maintenance	45399	3/31/2022	1,600.00	
White Bear Ankele Tanka Waldron	20642	2/28/2022	1,759.46	
TOTAL			\$ 42,014.00	

BOND FUND ACCOUNT

Company	Date	Amount	Comments
El Paso County Taxes: DISTRICT 2	February	\$ 900,959.84	
El Paso County Taxes: DISTRICT 3	February	\$ 34,071.04	
TOTAL		\$ 935,030.88	
			Woodmen Heights Metropolitan District, Director

Woodmen Heights Metropolitan District #3
GENERAL FUND ACCOUNT

3/18/2022

Company	Invoice	Date	Amount	Comments
Special District Association	2022	2/22/2022	\$ 427.53	
Walker Schooler District Managers	7016	2/28/2022	\$ 1,120.00	
White Bear Ankele Tanka Waldron	20643	2/28/2022	\$ 412.05	
Woodmen Heights Metro District #1				
TOTAL			\$ 1,959.58	

Woodmen Heights Metropolitan District, Director

\$ 1,959.58