

Blackstone Metropolitan District
REGULAR MEETING OF THE BOARD OF DIRECTORS

July 21, 2022 | 6:00 pm

Blackstone Country Club

7777 South Country Club Parkway, Aurora, CO 80016

www.blackstonemetro.org

AGENDA

I. ATTENDANCE & CALL TO ORDER

Board Members:

Shawn McGoff	President	Term to May 2025
Lee McCall	Treasurer	Term to May 2023
Rick Schroder	Secretary	Term to May 2023
Perry Deeds	Assist. Treasurer	Term to May 2025
Bret Erickson	Vice President	Term to May 2025

Management Representatives:

Sabrina Lopez (Westwind)

District Consultants / Contractors:

Clint Waldron (WBA), Curtis Bourgoiuin (CLA), Ben Zand (LandTech)

II. DISCLOSURE OF ANY CONFLICTS OF INTEREST

III. AGENDA REVIEW / UPDATES OR APPROVAL

IV. PUBLIC COMMENT

Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up. For in person meetings, please sign in. For virtual meetings, please click on raise hand, during the time of Public Comment.

V. CONSENT AGENDA

The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda, by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.

a. Approve Regular Meeting Minutes of the Board – May 19, 2022 Pgs. 1-5

VI. GUESTS & CORRESPONDENCE

a. Account #86156 – Tree Variance Request Pgs. 6-7

VII. COMMITTEE REPORTS

a. Landscape

1. Landscape Maintenance Report (Ben Zand, Account Manager, LandTech)
2. Boulders at Corners Pg. 8
3. Hilltop Park Tree Proposal Pgs. 9-10
4. Native Seeding and Weeds

[Landscape contractor may be excused]

- b. Advisory
- c. Architectural / Design Review
 1. Paint Color Schemes Additions Proposal Pgs. 11-16
 2. Design Guidelines Revisions for Approval Pgs. 17-62
- d. Security / Safety
 1. Flock Security License Plate Readers for Approval Pg. 63
- e. Social – Event Ideas and Planning
- f. Website – General Email and Constant Contact

VIII. FINANCIAL REPORT

- a. Review Financial Statements YTD June 2022 Pgs. 64-80
- b. 2021 Audit
- c. Other Financial Matters

IX. LEGAL REPORT

- a. Other Legal Matters

X. MANAGEMENT REPORT

- a. Management Report Pgs. 81-82
- b. Amending City Code to Allow Golf Carts Pg. 82

XI. CAPITAL PROJECTS

- a. Update on Capital Projects Status
 1. Park Signs
 2. Landscape Design (entrances, medians)
 3. Lighting at Country Club and Hilltop Parks

XII. DISTRICT MEMBERSHIPS / REPRESENTATIVE REPORTS

- a. SARIA –
- b. Wheatlands Park and Rec –

XIII. PUBLIC COMMENT

Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during

this time, rather it will refer the items for follow up. For in person meetings, please sign in. For virtual meetings, please click on raise hand, during the time of Public Comment.

XIV. ADJOURNMENT

Blackstone Metropolitan District

REGULAR MEETING OF THE BOARD OF DIRECTORS

May 19, 2022 | 6:00 pm

Blackstone Country Club

7777 South Country Club Parkway, Aurora, CO 80016

www.blackstonemetro.org

Minutes

I. ATTENDANCE & CALL TO ORDER

Board Members:

Shawn McGoff	Director	Term to May 2025
Lee McCall	Director	Term to May 2023
Rick Schroder	Director	Term to May 2023
Perry Deeds	Director	Term to May 2025
Bret Erickson	Director	Term to May 2025

Others in attendance were: Sabrina Lopez (Westwind), Clint Waldron (WBA), Curtis Bourgouin (CLA), and Ben Zand (LandTech), plus 11 members of the public were present. The meeting was called to order at 6:02 pm by President, Shawn McGoff.

The board introduced themselves as well as the consultants. Bret Erickson thanked Maria Elena for serving her full term as a Director, for her service and for all she has done including the park lights, landscape and security work.

- II. DISCLOSURE OF ANY CONFLICTS OF INTEREST** – There were no conflicts to disclose.
- III. ELECTION UPDATE** – Clint Waldron provided the results of the election, and answered questions about the election process.
- IV. ELECTION OF OFFICERS** – A motion was duly made by Bret Erickson, seconded by Shawn McGoff and unanimously carried to elect the following officer positions: Lee McCall - Treasurer, Bret Erickson - Vice President, Perry Deeds - Assistant Treasurer, Shawn McGoff - President, and Rick Schroder – Secretary.
- V. AGENDA REVIEW / UPDATES OR APPROVAL** - There were no proposed changes to the agenda; it was accepted as presented.
- VI. PUBLIC COMMENT**
A homeowner requested that additional information regarding the candidates be provided for the next election and that 1% is not a great turnout for voting.

A question was asked about guidelines on xeriscaping in light of the City of Aurora’s new landscaping rules.

VII. CONSENT AGENDA

A motion was duly made by Shawn McGoff, seconded by Bret Erickson, and unanimously carried, to approve and ratify the consent agenda items as follows:

- a. Proposal for Trees and Installation by LandTech for \$109,755.00
- b. Regular Meeting Minutes of the Board – April 28, 2022
- c. Claims in the Amount of \$169,693.23

VIII. GUESTS & CORRESPONDENCE

- a. Account #85926 – Request to remove fees – Upon review of the account and request to waive late fees, a motion was duly made by Lee McCall, seconded by Shawn McGoff and unanimously carried to waive one late fee plus interest upon payment in full within 15 days for any delinquent account with one quarterly assessment past due. A notice will be sent to those accounts delinquent, identifying the one-time waiver and how they can pay. Further discussion on delinquent accounts included checking that the policy is correct and that those homes that are severely past due are sent to the attorney and adding a column for further details on the delinquency report for the board to review. Shawn McGoff reported on auto pay and that only certain banks offer district banking and the current bank being used, while they offer District banking, they do not integrate with the management’s software to allow auto pay. Management is working on changing banks for the District so auto pay can be an option moving forward.

IX. COMMITTEE REPORTS

- a. Landscape –

1. Landscape Maintenance Report - Ben Zand, Account Manager, LandTech reported that weed maintenance is being performed. Irrigation modifications, Smokey Hill planting and the Lennar punch list is in the works for this month. There were comments from the public about Country Club Park drying up. Ben Zand responded that the water tank coordination is happening on May 20th and that it should green up in a week or two. Questions from the public on why the grass is not being taken care of that the water is being given to the District. Ben Zand responded that it would green up. Flowers will be going in as well. Ben Zand was directed by Bret Erickson to correct concerns such as drip lines are capped so trees are not getting watered. Ben Zand responded that he will look into it. Walk will be performed with the landscape committee and LandTech. Relocating dog waste station and new snow stake areas are coordinated as mapped. Coordinating with city of Aurora on emergency repairs needed to the irrigation, Ben Zand to notify the board of the timeline. Bret Erickson would like the water turned on so we can green up the landscape. Ben Zand stated that there will be more LandTech trucks out working as landscaping is now underway. There were questions on who to contact when there is an emergency irrigation issue, response provided was to contact Westwind with all emergency concerns. LandTech will be out providing service on Thursdays each week. Bret Erickson replied that one day a week is not enough to check the site. Shawn McGoff has requested that the President of LandTech attend the next meeting to discuss how we can have service for the District two times a week rather and get more hands on the community and that we need twice the staff onsite than we currently have. Hilltop Park is an eyesore there are dead trees, unkempt grass, and how are we fixing it. Basic maintenance isn’t being done. Ben Zand stated that he is working on making it nicer. Question on how LandTech is getting the native seed to stick and grow at the back of hilltop park as it needs to be better established. The Directors asked that LandTech provide to them what needs to be done with the native. It appears that native reseeding has been done but it needs more. Shawn McGoff commented that Lennar needs a letter notifying them to take down their advertising signs or pay the District for placement on District property. Management indicated that a letter can be sent out on Monday, May 22nd, with a request to sign a license agreement and ask for back payment. They have 10 days to respond. If no response is received, then we will remove. There were comments that the Monahan North entrance enhancements are needed. Shawn McGoff stated that we are not ready to do any

improvements in this area until the ownership of the area is agreed upon. This is in progress. Questions on providing a mosquito abatement program for the detention ponds. It was stated by Clint Waldron that this is not necessary as they do not hold water.

2. Irrigation Usage Tracking – Nothing was discussed.

3. Detention Pond Inspection Report Repairs – Repairs are to be done by LandTech.

[Landscape contractor may be excused]

4. Landscape Committee – Bret Erickson reported that the permits are in progress for Hilltop Park and Canyon Park, and the signs should be coming shortly. Bret Erickson has been with the landscape committee for a year and half and would like the boards permission to stay on the landscape committee. Shawn McGoff stated that we allow two board members on the committee. A motion was duly made by Shawn McGoff, seconded by Perry Deeds to appoint Bret Erickson to the Landscape Committee.

b. Advisory – None

c. Architectural / Design Review

1. Design Guidelines Revisions – The guidelines have not been accepted. The Directors would like to include the digital paint book link. Management reported that a Sherwin Williams representative indicated that this will be available next week. The link will be posted to the website and added to the guidelines. Physical books will also be available at the Tallyn's Reach Sherwin Williams as well.

2. 8241 S. Shady Grove Ct. – Request for paint color variances – Shawn McGoff stated that the DRC will meet if there is something outside of the guidelines being requested. There was discussion amongst the Directors regarding the paint variance request submitted for color block painting of the home. Upon a motion duly made and seconded, the request for a variance was denied, on a vote of 4-1.

d. Security / Safety

1. Review Proposal from Flock Security for License Plate Readers – Shawn McGoff expressed concerns with the placement of the posts in the median. Discussion on providing plans for the median to Flock and discuss possible ideas of placement with them before proceeding.

e. Social – Event Ideas and Planning – Shawn McGoff reported that the committee will reconvene the meeting next Wednesday, May 25th to discuss the garage sale and talk about the rest of the year. A motion was duly made by Lee McCall to rename the Social Committee to Social/Community Service Committee, upon discussion the motion was tabled for further discussion with the committee. The committee will need to figure out a budget that makes sense to host events for the community presenting such budget to the board. Events could be concert in the parks, food trucks, and family events to get members involved. A motion was duly made by Bret Erickson, seconded by Shawn McGoff and unanimously carried to appoint Lee McCall and Perry Deeds to the Social Committee. The committee will send management details on the meeting to eblast to the community.

f. Website – The board discussed eblasts and how we can get more owners to provide their emails to receive information. Management stated that Constant Contact is being considered for eblasts to allow for the public to opt into emails from the website.

X. FINANCIAL REPORT

- a. Review Financial Statements YTD April 2022 – Curtis Bourgoquin presented the balance sheet, general fund, operations fee fund, debt service fund report indicating that payment was submitted from the debt service fund to pay the first half of the interest due, capital projects fund, cash position is at \$218,000.00, property taxes are at 53% collected. Mr. Bourgoquin reviewed the District’s current investment accounts noting ColoTrust is at .2 prime and is asking to move to trust plus at .45 keeping prime open. A motion was duly made by Shawn McGoff, seconded by Bret Erickson and unanimously carried to move the college trust at .2 prime to trust plus at .45 keeping prime open. Treasurer, Lee McCall and Assistant Treasurer Perry Deeds will be added to bill.com to approve invoices for payment and added as signers to the bank accounts. Management posed the question if they have to continue to remain as an approver for payments, Clint Waldron and Curtis Bourgoquin indicated that management has to remain as an approver. Shawn McGoff will approve the current invoices pending. Lee McCall was asked if she wants to take Directors compensation, she indicated she did not.
- b. The Directors requested to have one email set up for contacting them. The email would go to the management company and then sent to the Directors.
- c. Discuss Status of 2021 Audit – No discussion.
- d. Other Financial Matters – None.

XI. LEGAL REPORT

- a. Discuss and Consider Approval of Amended and Restated Cross Access Easement Agreement – Mr. Waldron reviewed the Amended and Restated Cross Access Easement Agreement with the Board. There was discussion on the various maintenance areas. A motion was duly made by Lee McCall, seconded by Bret Erickson and unanimously carried, to approve the agreement with the revisions discussed.
- b. Discuss Meeting with City and Club Regarding Prairie Waters Raw Water Supply – Prairie Waters Project with easement along the District was discussed along with possible costs involved to the District to use the well water, possibly paying overtime or bonds or city levy. This is still all up in the air, just a notice to the Directors at this time. No action needed.
- c. Other Legal Matters – Mr. Waldron offered a board member orientation to any board members who are interested.

XII. MANAGEMENT REPORT

- a. Management Report – The management report was reviewed with the Directors. Shawn McGoff disclosed that he is an employee of Citywide Bank and has no input on the decision to switch to Citywide should management decide to do so in order to allow for auto-pay for the District Operations Fees.
- b. YMCA Communication/Advertising – The Directors reviewed the request from YMCA to provide communications and advertising to the District. The Directors agreed to send an eblast and post to the website.
- c. Discuss Amending City Code to Allow Golf Carts – There was a comment that if the golf cart is street legal it can drive on the streets, but if it doesn’t have a plate, it is said it cannot. Management is looking into an amendment with the city and will continue to work to see how Blackstone Metro can obtain a variance as the neighboring community has.
- d. Discussion on speed bumps. No action taken.

XIII. CAPITAL PROJECTS

- a. Update on Capital Projects Status
 1. Park Signs – Discussed above.

2. Landscape Design (entrances, medians) – Bret Erickson reported that this is still pending city permits for medians.

3. Lighting at Country Club and Hilltop Parks – A motion was duly made by Bret Erickson, seconded by Shawn McGoff and unanimously carried to allow Maria Elena to finish the lighting project on behalf of the Directors. Maria Elena reported that they are locating where the wires are going to be laid and permits have been obtained. Bret Erickson was asked to provide information on where the park signs are going in to ensure they do not interfere. Grants to be applied for at completion.

XIV. DISTRICT MEMBERSHIPS / REPRESENTATIVE REPORTS

a. SARIA – Confirm Representative to the South Aurora Regional Improvement Authority Board of Directors - A motion was duly made by Bret Erickson, seconded by Perry Deeds and unanimously carried to appoint Shawn McGoff to sit on the SARIA Board of Directors as the District Representative.

b. Wheatlands Park and Rec- Confirm Representative to the Wheatlands Park and Recreation Authority Board of Directors – A motion was duly made by Lee McCall, seconded by Bret Erickson and unanimously carried to appoint Perry Deeds to sit on the Wheatlands Park and Rec Board of Directors as the District Representative.

XV. PUBLIC COMMENT

Members of the public may expressed questions about the Hilltop Park lights being installed, Corner lot landscaping and xeriscaping.

Thanks was given for holding in-person meetings.

XVI. ADJOURNMENT – A motion was duly made by Lee McCall, seconded by Bret Erickson and unanimously carried to adjourn the public meeting at 8:42pm.

Sabrina Lopez

From:
Sent: Tuesday, July 12, 2022 2:04 PM
To: Sabrina Lopez
Subject:

Hi Sabrina,

I am contacting you in regards to a notice about a dead tree. We have lived in our house for six years and this is the fourth tree we have planted. We have added new soil and planted different types of trees from the approved HOA list. We are requesting a variance for this particular tree. Please let me know if you need further information.

Thanks.

7821 S Queensburg Way



2022-05-26 02:38 PM MST



Date: 6/3/2022
 Name: Blackstone
 Project: Boulder Installation
 Address: 7777 S Country Club Pkwy
 Aurora, CO 80016
 Attention: Sabrina Lopez

525 N. Laredo St.
 Aurora, CO 80011
 Phone: (303)344-4465
 Fax: (303)344-1518

Billing
 Contact: Sabrina Lopez
 Phone: 303.369.1800 (x142)
 Email: Sabrina@westwindmanagement.com
 Address: 27 Inverness Drive East Englewood, CO 80012

Dear **Sabrina**,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **To install approximately 9 one-ton granite boulders around the roundabouts at Country Club Pkwy and Blackstone Pkwy as well as around Country Club Pkwy and Mineral Drive. If more boulders are required, we can install them at the unit price below.**

DESCRIPTION	QUANTITY	Cost
Boulders (One Ton) Installed	9	\$870.00
Total		\$7,830.00

We appreciate your time in considering Landtech Contractors, Inc. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax is included in this price unless tax exempt.

Sincerely,

Ben Zand
 Account Manager



525 Laredo Street
 Aurora, CO 80011
 Direct 720.975.2218
 Cell 720.749.0067
benz@landtechcontractors.com
www.landtechcontractors.com

Offer accepted as above:

Customer Signature

Printed Name and Title

Date

DATE: June 21st, 2022
 Name: Blackstone Community
 Project: Hilltop Park Tree Replacements
 Attention: Sabrina Lopez



525 N. Laredo St.
 Aurora, CO 80011
 Phone: (303)344-4465
 Fax: (303)344-1518

Contact: Sabrina
 Phone: (303) 369.1800
 Email: sabrina@westwindmanagement.com
 Address: 27 Inverness Drive East Englewood, CO 80112

Dear **Sabrina,**

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Landtech has priced out the removal of the dead trees at the Hilltop Park and the installation of 56 deciduous trees. Replacements are based on the original landscape plan set for the “Lennar” portion of the Blackstone community.**

In addition to planting 56 Deciduous/Ornamental trees with tree stakes, wire, and tree straps, the proposal also includes installation and removal of tree wrap for the first two years, removal of tree stakes one year after planting, irrigation adjustments, winter watering 3 times per season for two years, and a two-year guarantee/warranty. All planted trees shall receive Biosol and compost during their installation to increase the nutrients in the soil.

There will be one period for warranty replacements each year, and this will be during the early summer months around June. Additionally, the warranty only covers replacing an individual tree one time at no additional cost to the community.

Below I have provided a breakdown of the tree types, quantities, and the total cost of the proposal.

DESCRIPTION	QUANTITY	Price
Deciduous/Ornamental Trees:		
13 – Shademaster Thornless Honeylocust 2.5”		
14 – Common Hackberry 2.5”		
8 – Kentucky Coffee Tree 2.5”		
2 – Thornless Cockspur Hawthorn 2.0”		
8 – Oak Burr 2.5”		
7 – Prairifire Crabapple 2.0”		
1 – Hot Wings Male Tatarian 2.0”		
3 – Emerald Queen Maple Norway 2.5”		
Total:	1 LS	\$75,915.00

We appreciate your time in considering Landtech Contractors, Inc. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

Payment terms are Net 10 days for the account to be paid in full. Owner or the Responsible Party agrees that the accounts 30 days past due will be charged 1.5% per month.

STIPULATIONS:

- A two-year plant material warranty is included. Landtech Contractors reserves the right to void all warranties expressed in the specifications due to abuse and/or neglect by the owner including, but not limited: Landtech not having the maintenance contract, improper site use, irrigation system not functioning/functioning properly, vandalism, if winter watering is not provided by Landtech, acts of God, etc.

Sincerely,

Ben Zand
Account Manager
(720) 749-0067



Offer accepted as above:

Customer Signature

Printed Name and Title

Date



Contract for Services

July 15, 2022

RE: **High Plains Metro District Exterior Paint Colors**

Dear Sabrina Lopez,

Lee Design Group, LLC (LDG) has prepared this contract for the preparation of new exterior paint colors for the High Plains Metro District.

Scope of Services

I currently understand the project to consist of creating 60 new exterior paint color schemes. The new color schemes shall coordinate with the existing exterior color schemes for the community. I have estimated a fee for the completion of this project. The project will be billed as hourly not to exceed the maximum estimated fee without prior written approval.

60 new exterior color schemes: 23 - 26 hours at \$95/hour (\$2,185 - \$2,470)

This fee estimate includes the creation of 60 exterior color schemes that will be provided in PDF format.

Deliverables

PDF files of each color scheme.

Services outside of the scope:

Please note that attendance to any homeowner or board meetings has been not been included in the fee. If meeting attendance is desired, it will be billed hourly at \$95/hour.

Terms and Conditions

Lee Design Group, LLC General Terms and Conditions (dated 6/15/12) are attached and are included as a binding part of this contract. Please sign and return the enclosed copy of the contract to us for our files. This proposal is valid for a period of 30 days, at which time it is subject to review and possible revision. If you have any questions please feel free to contact us. We appreciate this opportunity to present this proposal and look forward to working with you.

If you have any questions please feel free to contact me. I appreciate the opportunity to present this proposal and look forward to working with you.



Design Review

Site Planning

Urban Design

Respectfully,

Rachel Lee
Lee Design Group LLC
Direct (970) 407-8641
Email: Rachel@leedesigngrp.com

Agreed to by

Agreed to by

Rachel Lee
Lee Design Group LLC

PLEASE SIGN AND RETURN ONE COPY.



General Terms and Conditions: 6/15/12

1. Representative and Notices

- Lee Design Group shall have a Project Manager in charge of Lee Design Group's performance of the Services ("Services" is herein defined as professional services.) The Project Manager shall maintain close contact with Client's representatives. All instructions, requests for changes and formal notices to Lee Design Group shall be directed by Client's representative, in writing, to the Project Manager.
- Client shall designate, in writing, a general representative to whom all of the Lee Design Group's requests for instructions, changes, and formal notices shall be directed and from whom Lee Design Group shall receive all instructions, requests for changes, and formal notices made on behalf of the Client. The general representative shall have authority to act for the Client in all matters concerning the Project.
- All notices, instructions, change orders and formal communications shall be made in writing and shall be deemed effective as of the date and time of receipt.
- The provisions of this general Article 1 do not preclude the transmission of routine correspondence, drawings, messages and information, pursuant to the Project.

2. Responsibility

- Lee Design Group shall provide, in connection with the Services contemplated hereunder, the standards of care, skill and diligence normally provided by a professional consultant in the performance of the same or similar services. In no event shall Lee Design Group have any liability for other damages including those arising from loss of interest, earnings, profit, use or business interruptions, or other special, indirect or consequential damages, howsoever caused and whether due to breach of contract or tort, including negligence or otherwise. Lee Design Group shall not be responsible for the methods or safety precautions in connection with the Services.
- Lee Design Group shall prepare all documents to the best of our ability but do not guarantee that the documents are without error, but rather that the documents are suitable. Lee Design Group will respond in a timely fashion to the Client's clarifications.
- In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Consultant does not guarantee the performance of, and shall



have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

- The Client shall rely on the Consultants judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiations, the Consultant shall identify the changed conditions necessitating renegotiations and The Consultant and the Client shall promptly and in good faith enter into renegotiations of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- The Client confirms that neither Lee Design Group nor any of Lee Design Group's subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by Lee Design Group or any of Lee Design Group's sub-consultants or subcontractors, as a consequence of Lee Design Group's entering into this Agreement with the Client.

3. Billing and Invoicing

- Progress billings shall be rendered monthly to Client and shall be due and payable not more than 30 calendar days after receipt by Owner. Client shall notify Lee Design Group within 14 calendar days of receipt of any billing considered incorrect or untimely. Failure to provide such notification will be deemed to mean that billings are correct and payable.
- Past Due monies to Lee Design Group shall accrue interest at the rate of one percent (1%) per month. All costs of collection for overdue payments, including accrued interest and reasonable legal fees, shall be recoverable and added to the amount due. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.
- If Client fails to make payments on overdue accounts Lee Design Group reserves the right to stop work progress, to stop delivery of prints and originals, and remove Lee Design Group 's stamp from drawings until such time as payments is rendered.

4. Suspension and Termination

- Client shall have the right to suspend or terminate all or a portion of the Services at any time upon prior written notice to Consultant.
- This contract may be terminated by either party hereto upon seven calendar days written notice should the other party fail substantially to perform in accordance with the terms through no fault of the party initiating the termination. In the event of termination due to the fault of parties other than Lee Design Group's, Lee Design Group shall be paid its compensation,



fees and reimbursable expenses for all services performed to the termination date.

- In the event Client shall delay or suspend the Services without terminating, Lee Design Group shall have the option to terminate its performance of Services upon the expiration of six months following the date of such delay or suspension or revise the fee and Hourly Rates. In addition to any other rights or remedies, Lee Design Group shall also have the option to terminate its performance of the services, if after prior notice; Client shall fail to make all payments to Lee Design Group required by the terms of the Agreement. In the event of such termination, all Lee Design Group's fees, additional fees and reimbursable costs shall be immediately due and payable as of the date of such termination.

5. Indemnification, Insurance and Dispute Resolution

- Lee Design Group and Client mutually agree to indemnify and hold each other harmless from and against all damage, liability or cost (including reasonable attorney fees and cost of defense) arising from their own negligent acts, errors or omissions in their performance of their services under this agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.
- Client agrees, to the fullest extent permitted by law, to limit Lee Design Group's and its owners' and employees' aggregate liability to Client, and to all construction contractors and sub-contractors on the project, regardless of the cause(s) of damage or cause(s) of action alleged, to \$75,000.
- Any action which Client may bring against Lee Design Group regarding the Services shall be filed within two years of the date that Client discovers, using reasonable diligence, or should have discovered the physical manifestations of a deficiency which gives rise to the claim.
- Client acknowledges that Lee Design Group is not providing any services relating to Asbestos or hazardous or toxic materials ("Materials"). Lee Design Group has no liability whatsoever, including cost of defense, for damages arising out of or based on such Material, except to the extent that damages are caused directly by Lee Design Group's negligence.
- Copies of Lee Design Group's insurance certificates shall be furnished to Client upon request.
- Cost of all other or additional insurance coverage required by Client or Owner in performance of this Agreement shall be billed to Client or Owner as an Additional Fee.
- If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or judicial forum.
- It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual



employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Colorado corporation, and not against any of the Consultant's individual employees, officers or directors.

6. Assignment and Certification

- This agreement shall be binding upon the successors in interest and assigns of the parties, provided however that neither party hereto shall assign this agreement, or any part thereof, without prior written consent of the other party hereto.
- The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the quality of services or the existence of conditions whose existence the Consultant cannot ascertain.

Blackstone Metro District



Blackstone
COUNTRY CLUB

RESIDENTIAL IMPROVEMENT GUIDELINES FOR ALL LOTS

(The Declaration of Covenants, Conditions and Restrictions are the controlling document for the community.)

2022

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I. INTRODUCTION

Blackstone will encompass a multitude of differing homes, neighborhoods, lifestyles, and natural, preserved environments.

The application of appropriate design principles creates community good will and establishes visually pleasing aesthetics for all residents and visitors. With these principles in mind, the Blackstone Metro District Board ("Board"), through its appointed Design Review Committee (the "DRC"), reviews and determines the acceptability of proposed changes to the exterior of your home or on your lot.

This Residential Guidebook is intended to help homeowners with the following:

- How to submit and obtain approval from the DRC for landscaping
- How to submit and obtain approval from the DRC for changes to a home
- Landscaping and Irrigation Standards
- General Community Standards
- Fencing Standards
- Park and Open Space Rules and Regulations

The DRC may at any time make recommendations for amendment, supplement, or other modification to the Board for any of the Regulatory Documents or this Residential Guidebook in conformance with the Regulatory Documents referenced in Section II, Definitions. Nothing herein shall relieve any Property Owner from compliance with any plumbing or building requirements, whether local, state, or federal.

SPECIAL NOTE: HOMEBUILDER REPRESENTATIVES DO NOT HAVE AUTHORITY TO APPROVE SUBMITTALS. APPROVALS ARE ONLY GRANTED BY THE BLACKSTONE DESIGN REVIEW COMMITTEE (the "DRC").

1.01 DEFINITIONS

- (a) **CO or TEMPORARY CO** – This refers to the Certificate of Occupancy or a Temporary Certificate of Occupancy issued by Arapahoe County, permitting occupancy of a residential unit.
This refers to a Certificate of Occupancy or a Temporary Certificate of Occupancy issued by Arapahoe County permitting occupancy of a residential unit.
- (b) **DRC** - This is the Design Review Committee, members of which are appointed by the Board, and who serve at the pleasure of the Board, without limitation as to length of term.
- (c) **HOMEBUILDER** - Certain homebuilders have purchased lots in Blackstone and are bound by rules, regulations, and design review requirements per their Developer Covenants, Conditions, and Restrictions.
- (d) **REGULATORY DOCUMENTS**
- (i) Master Declaration of Covenants, Conditions, and Restrictions for Blackstone as recorded with the Arapahoe County, Colorado Clerk and Recorder's Office.
 - (ii) Rules and Regulations for Covenant Enforcement/Design Review.
 - (iii) Covenant Enforcement Design Review Fees and Charges.
- (e) **OPEN SPACE** - Open Space is defined as any property not platted as a lot or a right-of-way, and includes, but is not limited to, tracts, parks, easements, and other similar properties.
- (f) **PROPERTY OWNER** - The owner of property as listed on the conveyance document, whether residential, multi-family, commercial, or other type of real estate.

1.02 THE DESIGN REVIEW PROCESS

ANY CHANGE TO THE EXTERIOR OF THE HOME OR ON THE LOT MUST BE SUBMITTED TO THE BLACKSTONE DESIGN REVIEW COMMITTEE ("DRC"), AND APPROVAL OBTAINED BEFORE ANY WORK IS STARTED.

Please visit [Blackstone Metropolitan District – Welcome to the Blackstone Community!](#) to download the application and for management contact information including office address/ mailing address and email address.

1.03 PLANNING AHEAD

- (a) The DRC has up to 45 days to review a submittal from the date it was RECEIVED.
- (b) If you have NOT been notified, in writing (email), by the 45th day after the receipt date, the submittal is deemed to be DENIED. It is the responsibility of the Applicant to contact the DRC to determine the status of the submittal.
- (c) There are consequences for failure to obtain DRC approval before making changes to the exterior of your home or lot, and for not adhering to approved plans. This includes, but is not limited to, fines, removal of unapproved materials, and/or legal actions.

1.04 Basis for Guidelines. These Residential Improvement Guidelines are intended to assist homeowners living in the Blackstone Metro District Community in implementing landscaping and other home improvements to their property. The Declaration of Covenants, Conditions and Restrictions of the Blackstone Metro District as amended, requires prior approval before the construction, installation, erection, or alteration of any structure, attachment to any structure, or landscaping of any lot in Blackstone shall be made. For instance, any change to existing landscaping, new landscaping, or change to the final 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 other improvement including changing paint colors must be submitted for prior approval. To assist homeowners, certain pre-approved designs for several types of improvements have been established to exempt certain improvements from the requirement for approval. This booklet contains the guidelines established by the Board of Directors with respect to residential property.

1.05 Contents of Guidelines. In addition to the introductory material, these Guidelines 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) a summary of procedures for obtaining approval from the Design Review Committee; (C) Some helpful landscaping ideas and information.

1.06 Design Review Committee. The Design Review Committee consists of at least three (3) members, all of whom are appointed by the Board of Directors of the Blackstone High Plains Metro District and are to review requests for Design approval.

1.07 Committee Address and Phone. The address of the Committee will be same as the address of the management company. Refer to [District Management Team – Blackstone Metropolitan District](#) or [Section 1.02](#) above.

- 1.08 Effect of Community and Supplemental Documents.** The Declaration of Covenants, Conditions and Restrictions for the Blackstone Metro District is a document governing property within Blackstone. Areas or groups of lots become part of the Community Association by annexation pursuant to a document entitled Annexation of Additional Land. Copies of the Declaration of Covenants, Conditions and Restrictions including amendments are delivered to new home buyers when they purchase their homes and are available at any time from the Blackstone Metro District. Each homeowner should review and become familiar with the including amendments. Nothing in these Guidelines can supersede or alter the provisions or requirements of the Declaration of Covenants, Conditions and Restrictions and, if there is any conflict or inconsistency, the Declaration of Covenants, Conditions, and Restrictions as amended will control.
- 1.09 Effect of Governmental and Other Regulations.** Use of property and any improvements must comply with applicable building codes and other governmental requirements and regulations. **Approvals by the Committee are related to aesthetics only, and do not constitute assurance that improvement(s) comply with applicable governmental requirements/regulations or if any permits or approvals are required from applicable governmental bodies. No one should rely upon approval from the Committee as certifying structural integrity, safety, engineering, soil conditions, absence of natural hazards or any other matter. Neither the Board nor the Committee shall have any liability of any defects in the structural integrity, engineering, soil conditions, effects of natural hazards, or any other matters.** For general information about the City of Aurora requirements, homeowners may contact the City of Aurora Building Department at: 15151 E. Alameda Parkway, Aurora, Colorado 80012, (303) 739-7420, www.auroragov.org.
- 1.10 Interference with Utilities.** In making improvements to property, homeowners are responsible for locating all water, sewer, gas, 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 any damage to any utility lines. All underground utility lines and easements can be located by contacting: **Utility Notification Center of Colorado 8-1-1 or 1-800-922-1987.**
- 1.11 Goal of Guidelines.** Compliance with these Guidelines and the provisions of the Declaration of Covenants, Conditions, and Restrictions of Blackstone Metro District as amended, will help preserve the inherent Design and aesthetic quality of the community. It is important that the improvements to property be made in harmony with and not 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 Guidelines and obtaining prior written approval for improvements to property from the Committee, homeowners will be protecting their financial investment and will help ensure that improvements to property are compatible with standards established for Blackstone. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these guidelines, the Design Review Committee (DRC) interpretation thereof shall be final and binding.
- 1.12 Completion of Landscaping.** The Owner of each Lot (other than Developer or a Builder) shall install landscaping on such Lot within 90 days after acquisition of such Lot by such Owner if said acquisition occurs between March 1 and June 30; if such acquisition does not occur between such dates, then such landscaping shall be installed by such Owner by the following May 31.

II. SPECIFIC TYPES OF IMPROVEMENTS-GUIDELINES

- 2.01 General.** The following is a listing, in alphabetical order, of a wide variety of specific types of improvements which homeowners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted to the Management Company. All applications will be forwarded to the Design Review Committee and written approval of the Committee obtained before the improvements are made. The Declaration of Covenants, Conditions and Restrictions allows thirty (30) days for the review of applications. Homeowners will be notified via email when their submission has been received by the Management Company, posted for review, and approved by the Committee. In some cases, where it is specifically so noted, a homeowner may proceed with the improvements without advance approval if the homeowner follows the stated guideline. In some cases, where specifically stated, some types of improvements are prohibited. If you have in mind an improvement not listed below, architectural review and approval is required.
- 2.02 Accessory Buildings.** Will not be permitted. Accessory buildings include items such as sheds and carports. **See Sheds. [Section 2.66.](#)**
- 2.03 Additions, Expansions and Ramps.** Approval is required and related to aesthetics. All applicable jurisdictional processes and permits must be completed prior to construction. Additions or expansions to the home such as: sunrooms, accessibility ramps, and square footage additions are an increase in the size of the building or a change to the exterior. All additions and expansions must be constructed with materials that match or closely resemble the materials used in construction of the exterior of the home and be a natural extension of the house. The addition or expansion colors must be the same as that of the residence. The design must be the same or generally recognized as a complementary Design style to the house. Refer to Section 1.06 of this Residential Improvement Guideline regarding compliance with all applicable building codes and governmental requirements and regulations.
- 2.04 Address Numbers.** Approval is required to install, replace, or relocate existing address numbers. The style of all new address numbers or number plates shall coordinate with the Design character of the house and be appropriate in size to builder installed numbers.
- 2.05 Advertising.** All trade signs, which includes, but not limited to, landscaping, painting, and roofing, may only be displayed while work is in progress and must be removed upon completion of the job. Realty signs, etc. **See Signs. [Section 2.69.](#)**
- 2.06 Air Conditioning Equipment.** Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators. Units shall be located on the rear or sides of the house that are the least visible. No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops or extended from windows. Evaporative coolers require committee approval and considerations will include but are not limited to location and screening. **See Evaporative Coolers. [Section 2.24.](#)**
- 2.07 Antennae.** The Blackstone Metro District has adopted the following rules, regulations and restrictions for the installation and maintenance of exterior antennas in the community in compliance with the FCC Rule, which became effective October 4, 1996.
(a) **Notification** - Satellite dishes larger than one (1) meter in size are not permitted. Before

installation of any DBS (direct broadcast satellite) satellite dish that is one (1) meter or less in diameter, MMDS (multi-channel multi-point distribution service wireless cable) antenna that is one meter or less in diameter or diagonal measurement, or television (TBS) antenna (collectively referred to as an "antenna") is permitted, the Owner of the property where the antenna is being installed must notify the Blackstone Metro District in writing using a Design Request Form.

- (b) **Antenna Location** - The primary installation location for a DBS satellite dish and MMDS antenna shall be in a location in the backyard that is shielded from view from the street(s) and adjacent residences, provided such location does not preclude reception of an acceptable quality signal.

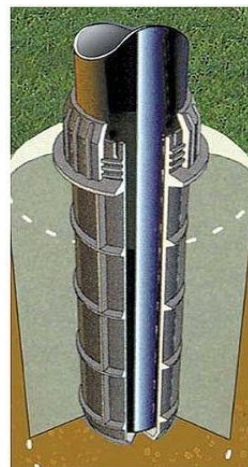
2.08 Awnings. See Overhangs/Sunshades/Awnings- Cloth or Canvas. [Section 2.45.](#)

2.09 Balconies. See Decks. [Section 2.18.](#)

2.10 Barbecue/Gas Grills. All barbecue grills, smokers, etc. must be maintained in the rear yard only, not visible from the front of the home. Any applicable governmental fire/smoke bans shall be adhered to.

2.11 Basketball Backboards. No basketball backboards shall be attached to the garage. Only portable basketball backboards shall be allowed and do not require approval if the following guidelines are met:

- (a) Portable units cannot be placed in the public right of ways, streets, or sidewalks.
- (b) The location must be at least half 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.
- (c) Removable sleeved or bolt-mounted backboards attached to concrete footings are considered portable and shall be permitted.
- (d) No backboards may be in the rear yards without prior approval. **See Play Structures, Trampolines, Sport Courts, and Sports Equipment. [Section 2.52.](#)**
- (e) No backboards may be installed on the exterior of the home.
- (f) All backboard posts must be black, and the backboards must be clear.
- (g) If the backboard becomes unserviceable or unsightly, it must be replaced or removed.
- (h) Examples:



2.12 Birdbaths. Approval is not required if placed in the "rear" yard and if finished height is not greater than five (5) feet including any pedestal. Placement in "front" or "side" yard is not

allowed. **See Statues and Fountains. [Section 2.74.](#)**

- 2.13 Birdhouses and Bird Feeders.** Approval is not required if installed in the rear yard and the size is limited to one foot by two feet. No more than three in number, of each, shall be installed on any lot. A birdhouse or bird feeder, which is mounted on a pole, may not exceed six (6) feet in height.
- 2.14 Carports.** Will not be permitted.
- 2.15 Clotheslines and Hangers.** Retractable clotheslines are permitted. They shall be in the rear yard only. Retractable clotheslines may be attached to the back elevation of the house or timber posts and shall remain retracted unless in use. Retractable clotheslines may not be mounted or attached to lot fencing.
- 2.16 Cloth or Canvas Overhangs. See Overhangs/Sunshades/Awnings. [Section 2.45.](#)**
- 2.17 Compost.** Approval is required. Container must not be immediately visible to adjacent properties, completely enclosed on all sides, and odor must be controlled. Underground composting is not allowed.
- 2.18 Decks.** Approval is required. The deck must be constructed of redwood or composite type decking products approved by the Blackstone Metro District. The deck should be located so as not to obstruct or greatly diminish the view or create an unreasonable level of noise for adjacent property owners.
- (a) All decks with railings must have 24" pilasters at each corner and as applicable, 8' on center consisting of the same masonry material as the home.
 - (b) All deck columns located on the front of the house or on elevations facing a public open space, shall have a minimum cross-section of 5 ½".
 - (c) Decking that extends no greater than thirty (30") inches above grade of the lot, may utilize a lattice skirting provided the skirting is made of redwood minimum one-half (½") inches thick boards and stained or painted to match the remaining portion of the deck.
 - (d) Decks may not be more than 25% of the entire rear lot of the home. Construction shall not occur over easements, beyond the side plane of the home and must be set back a minimum of ten (10) feet from the property line.
 - (e) No decks with abutting rear lots lines shall be within 30 feet of each other at any point (Refer to the City of Aurora code for any additional requirements). Construction of decks over a sloped area is discouraged.
 - (f) Homeowners are reminded that as with redwood, some types of maintenance free decking products may also require periodic maintenance for proper care and to retain the products aesthetic conformity, including but not limited to, fading, warping, etc.
 - (g) Decks may be finished with clear semi-transparent sealer, stained to match a Cedar tone, an oil-based wood finish or a similar product that matches. The deck may also be painted to match the body or trim color of the home.
- 2.19 Dog Houses.** Approval is required. Doghouses are restricted to ten (10) square feet and must be in a fenced back yard or dog run. Doghouses must be installed at ground level and must not be visible above the fence. Doghouses must match the exterior colors of home. Limit of one doghouse per home/lot.
- 2.20 Dog Runs.** Approval is required. Dog Runs must be in the rear or side yard, abutting the home, and be substantially screened from view by planting fast-growing or mature trees or

shrubs. Dog runs will be limited to 200 square feet. Fencing materials for dog runs shall match the approved fencing options in the guidelines. In some cases, written consent from adjacent neighbors may be requested. Tarpaulins and chain-link will not be permitted. Dog runs must always be maintained to include timely cleanup/removal of dog waste and elimination of odors.

- 2.21 Doors.** Approval is not required for the replacement of an already existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body or trim color of the house or white. **Committee approval is required for the following:**
- (a) **Storm Doors.** Approval is required for storm doors. Colors to be utilized should be Antique Almond, White, Dirty Penny or a color that identically matches the body or trim color of the home. In all cases the color shall be complementary with the color scheme of the home.
 - (b) **Security Doors and Windows.** All security or security-type doors and windows must be approved prior to installation.
 - (c) **Garage Doors.** Garage doors shall reflect the Design style of the home (i.e. Craftsman style garage doors on a Craftsman style home). The design of the garage doors shall integrate with the overall design of the home. If windows are present in a garage door the style of the window shall match the character of the windows on the house.
 - (d) **Pet Doors.** Pet doors are only permitted to be installed at a ground level, back door that opens to an enclosed fenced area in the back yard. Pet doors are prohibited in the front of the house or above ground level.
 - (e) **Main Entrance Door.** Approval is required for the replacement of main entrance doors that do not match the existing doors on the house. The style of the main entrance door shall reflect the Design style of the house as specified in the Blackstone Design guidelines. The color must coordinate with the exterior color scheme of the residence.

- 2.22 Drainage.** The Declaration of Covenants, Conditions and Restrictions requires that there be no interference with the established drainage pattern over any property. The established drainage pattern means the drainage pattern as engineered and constructed by the homebuilder prior (or in some cases, immediately following) conveyance of title from the homebuilder to the homeowner. When installing your 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 against the house foundation, walkways, sidewalks, and driveways into the street. The Committee may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line, on the owner's property, to allow for absorption. Adverse effects to adjacent properties will not be tolerated.

- 2.23 Driveway Extensions.** Approval is required. Permitted materials shall include concrete, flagstone, and pavers. The extension shall not extend beyond the public sidewalk.

Note: Construction of a pull-off area and/or driveway extension to the side of the driveway for the parking or storage of a vehicle is permitted with the following conditions and needs to get prior approval from the DRC.

- (a) No Flagstone will be allowed.
- (b) Material used can only be of a neutral muted color.

- 2.24 Evaporative Coolers.** Approval is required. No rooftop or window mount installations are allowed. **See Air Conditioning Equipment. [Section 2.06.](#)**
- 2.25 Exterior Lighting. See Lights and Lighting. [Section 2.43.](#)**
- 2.26 Fences.** Approval is required and all fences shall have a professional quality installation. Prior to installing any fence on the back or side yard of a lot, the homeowner must first submit plans for such fence to obtain approval and must comply with the specific fence detail for the community. Survey or property pins must be found prior to construction of the fence. The Board of Directors may issue, from time to time, design guidelines, which address fencing requirements, including without limitation, approved types, heights, materials, locations, and other criteria governing fencing. Submission of a plan for a fence does not guarantee that a homeowner will obtain approval of such fence. If fence is approved, conditions may be imposed upon such approval relating to the design, location, or other matters. All fencing must comply with the following:
- (a) Lots along the golf course, with the 4' metal fence along the rear property line, must utilize the 4' metal fence.
 - (b) All lots that do not abut the golf course must utilize the 5' metal fence.
 - (c) All fencing must match the appropriate approved fence detail from Attachment A.
 - (d) Transitions between a 4' fence and 5' fence must comply with the Side Yard Fencing Detail in Attachment A.
 - (e) Fences may not extend past the front corners of the house as fences are not permitted in the front yards of lots.
 - (f) Gates may not be installed in fencing owned by the Metro District.
 - (g) Fencing along corner lots must be set back from the property line in accordance with City of Aurora standards. Any changes in fencing not installed on the property line or within the above setbacks will need to be submitted to the DRC for a "variance request", which may still not be approved.
 - (h) Wire mesh (16 gauge only) 1"x1", 2"x2", or 2"x4" may be used provided it is installed on the inside of the fence and cannot be higher than 3-feet. The wire mesh shall blend with the pre-existing fence and be black. Consult with adjacent property owners if wire mesh is to be installed on any portion of fencing that was installed by the neighbors.
 - (i) The disturbance of the existing property line pin cannot be disturbed, moved, or altered in anyway.
 - (j) Plot Plans along with clarification on placement will need to be included with the submittal.
 - (k) The established drainage pattern of the lot may not be altered by the installation of the fence. **See Drainage. [Section 2.22.](#)**
- 2.27 Fire Pits, Fireplaces and Chimeneas. See Wood Storage. [Section 2.92.](#)**
- (a) **Portable:** Approval is not required for portable non-permanent fire pits, fireplaces and chimeneas. In all cases, portable fire pits, fireplaces and chimeneas must not create an unreasonable amount of smoke. Wood-fired fires shall not be located on decks and shall be no less than fifteen feet (15') from the home or any flammable materials. Wood fires shall be extinguished after use and shall not be allowed to smolder. All applicable governmental fire/smoke bans shall be adhered. Fire pits or fire tables utilizing propane tanks do not require approval. Placement and use cannot affect any adjoining neighboring properties.
 - (b) **Permanent:** Approval is required for all permanent installations of fire pits, fireplaces and chimeneas. Gas fueled fire pits are recommended and must be installed and operated

in accordance with all applicable local and state safety standards and guidelines. If the gas fire pit utilizes natural gas, applicable permits for the installation of the natural gas line must be obtained from the City of Aurora. All applicable governmental fire/smoke bans shall be adhered.

2.28 Firewood Storage. See Wood Storage. [Section 2.92.](#)

2.29 Flagpoles and Flags. Approval is required. A flag is defined as a piece of cloth or similar material, typically rectangular, oblong or square, attachable by one edge to a pole or rope with a distinctive design. **See Window Coverings. [Section 2.90.](#)**

(a) **Flagpoles:** Approval is not required for flagpoles mounted to the front of the residence. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Approval is required for any freestanding flagpole.

(b) **Flags:**

- (i) No flag may exceed 3' x 5' in size.
- (ii) No more than three (3) 3" x 5' flags are permitted on a lot.
- (iii) Flags may not be placed on District-owned property unless approved in writing by the DRC.
- (iv) Flags must be maintained in good condition, free from fading, fraying and may not be torn or ripped.
- (v) Flags may not be illuminated without prior written approval from the DRC. Any request for lighting must detail the type and location of lighting. Lighting must be placed so as not to disturb Owners and/or residents of neighboring Lots.
- (vi) The following type of commercial flags, including, but not limited to, those flags that pertain to the exchange or buying and selling of commodities and/or intending to make a profit may be erected on a Lot without the DRC's written approval. All other commercial flags required prior written approval.
 - 1) One (1) temporary flag for the purpose of advertising the Lot "For Sale" or "For Rent". "For Sale" or "For Rent" flags may remain on the Lot while the property is actively listed for sale or actively listed for rent.
 - 2) Two (2) temporary "Open House" flags indicating the Lot is available for inspection by interested parties. "Open House" flags may remain on the Lot while the property is actively being shown to prospective buyers, real estate agents and/or tenants.

2.30 Garbage Containers and Storage Areas. See Trash Containers, Enclosures, and Pickup. Section 2.80.

2.31 Gardens – Flowers or Vegetable. Approval is not required for planting annual or perennial flowers in pots or in existing planting beds. The addition of any other planting beds or perennials, such as shrubs, grasses, and trees require approval.

2.32 Garden - Raised Vegetable Beds. Approval is required. Raised vegetable beds shall not exceed 25% of the rear or internal side yard area. Raised vegetable beds may not be located on corner lot side yards. Permitted materials for raised beds shall be wood timbers, brick, or decorative interlocking concrete block. All vegetable gardens shall be screened from view of adjacent homeowners and must be weeded, cared for, and maintained.

2.33 Gazebos. Approval is required. A gazebo must be an integral part of the rear yard landscape plan and must not obstruct the adjacent property owner's view. Gazebos must be located within the established building setbacks for the lot. A gazebo must be similar in material and design to the residence. The color must be generally accepted as: complementary color to the exterior base/main color of the residence, match the exterior

base/main paint colors of the residence, or be stained wood in a natural color. Both timber frame and metal structures are permitted.

- 2.34 Grading and Grade Changes. See Drainage. [Section 2.22.](#)**
- 2.35 Greenhouses.** Approval is required. Generally, greenhouses will be discouraged due to the extensive maintenance required. Approval will be based upon but not limited to general aesthetics, quality and permanence of materials used. Adequate screening will be required.
- 2.36 Hanging of Clothes. See Clotheslines and Hangers. [Section 2.15.](#)**
- 2.37 Hot Tubs and Jacuzzis. Approval is required. See Gazebos. [Section 2.33.](#)**
- (a) The application must include the hot tub manufacturer's specifications including size, dimensions, and colors.
 - (b) All hot tubs must be in the rear yard, must be adjacent to the dwelling unit, and must not break the side plane of the home. The hot tub must be within the established building setbacks for the lot.
 - (c) All hot tubs must be integrated into an existing rear yard deck or patio or be part of an addition to the rear yard deck or patio.
 - (d) Hot tubs must be installed in such a way that they are not immediately visible to adjacent property owners, and they shall not create an unreasonable level of noise. To not be immediately visible, 75% of the hot tub shall be screened with year-round landscaping or privacy barriers such as screen panels. Privacy barriers will be a minimum height of 4 feet tall.
- 2.38 Irrigation Systems.** Underground automatic irrigation systems will not require approval. All homes must have an underground automatic irrigation system installed with the landscape. For recommended irrigation system treatment. **See Irrigation. [Section 4.09.](#)**
- 2.39 Jacuzzis. See Hot Tubs and Jacuzzis. Section 2.37.**
- 2.40 Kennels.** Breeding or maintaining animals for a commercial purpose is prohibited. **See Dog Runs. [Section 2.20.](#)**
- 2.41 Landscaping.** Approval is required. **Each Lot shall install landscaping within 90 days after acquisition of such Lot by such Owner if said acquisition occurs between March 1 and June 30; if such acquisition does not occur between such dates, then such landscaping shall be installed by such Owner by the following May 31.** All landscape plan submittals must clearly and professionally demonstrate, to scale, the proposed landscape installation. The plot plan of the residence and yard must be provided. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail. Homeowners are encouraged to visit the City's landscape requirements at [Landscape Reference Manual 4-5-16.pdf \(civiclive.com\)](#).
- (a) **Irrigation.** All landscaping shall include automatic irrigation. **See Irrigation Systems & Irrigation. [Section 2.37](#) and [Section 4.09.](#)**
 - (b) **Plant Material Location and Sizes** Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, lawn grass/sod, mulches, and automatic irrigation. **In the case of shade or ornamental trees (deciduous), plantings cannot be installed closer than 6 feet (6') from the property line. In the case of evergreen trees (conifer), plantings cannot be installed closer than 10 feet (10') from the property line.** A list

of recommended plant material, for Blackstone, can be found in **Section 4.15**. Select a variety of plant species including deciduous and evergreen trees and shrubs. All plant material shall be installed in the following minimum sizes:

- (i) *Shade trees - 2½" caliper*
- (ii) *Ornamental trees - 2" caliper*
- (iii) *Evergreen trees - 6' height minimum*
- (iv) *All shrubs - 5-gallon container*
- (v) *Groundcover, annuals, and perennials - no restrictions*

- (c) **Lawn Grass/Sod and Plant Material Regulations** Refer to **Table A** for Lawn Grass/Sod Option Landscaping Requirements and **Table B** for Xeric Option Landscaping Requirements. As an alternative to traditional landscaping, xeriscaping is water conservation planning through creative landscaping. Please remember that xeriscaping requires as much maintenance as traditional landscaping. All xeriscape plans must incorporate the installation of a properly functioning irrigation system to help maintain the plantings.
- (d) **Artificial Turf Regulations.** Approval is required. Artificial turf is approved to be in rear yards only. The use of artificial turf shall be governed by the following standards:
- (i) Materials. Allowable face weight (pile weight) must be a minimum of 60 ounces per square yard. The pile height of the artificial turf shall be minimum of 1 inch, not to exceed 1 ¾ inches. Artificial turf shall be of a type known as cut pile infill and shall be manufactured from polypropylene, polyethylene, or a blend of polypropylene and polyethylene fibers stitched onto a polypropylene or polyurethane meshed or hole-punched backing. Hole-punched backings shall have holes spaced in a uniform grid pattern with spacing not to exceeding four inches by six inches on center.
 - (ii) Installation. Artificial turf shall be installed over a compacted and porous road base material and shall be anchored at all edges and seams. Seams shall be glued and not sewn. An infill medium consisting of ground rubber, ground coal slag, clean washed sand and ground rubber, or other approved mixture shall be brushed into the fibers to insure that the fibers remain in an upright position and to provide ballast that will help hold the turf in place and provide a cushioning effect.
 - (iii) Slope Restrictions. The installation of artificial turf on slopes greater than 6.6% shall require the approval of the city engineer and shall meet requirements of the City of Aurora Public Works Department.
 - (iv) General Appearance. Artificial turf shall be maintained to effectively simulate the appearance of a well-maintained lawn.

Table A: Lawn Grass/Sod Option for Single-Family Front, Side and Rear Yard Landscaping Requirements

FRONT YARD REQUIREMENTS:

	Plant Materials and Quantity	Requirements
1.	Lawn Grass/Sod (NO ARTIFICIAL TURF PERMITTED.)	Minimum and Maximum Lawn Grass/Sod per Lot Size: Small (3,700-5,999 SF) - 40% min. & 50% max. Standard (6,000-8,999 SF) - 30% min. & 40% max. Large (9,000-14,999 SF) - 25% min. and 40% max. Estate (15,000 plus SF) - 25% min. and 40% max.
2.	Trees - Minimum of two: (1 Shade tree and either 1 Ornamental tree or 1 Evergreen tree) (Streetscape/Treescape NOT included.)	Minimum Sizes: 2½ inch caliper – shade tree 2-inch caliper – ornamental tree 6-foot height - evergreen tree
3.	Shrubs* per lot size: Small (3,700-5,999 SF) – 8 shrubs Standard (6,000-8,999 SF) – 16 shrubs Large (9,000-14,999 SF) – 26 shrubs Estate (15,000 plus SF) – 36 shrubs *Thorny plants shall not be located within 20 feet of public sidewalks. Note: Perennials and ornamental grasses may be substituted for shrubs at 3 one- gallon perennial or ornamental grasses per one five-gallon shrub.	Shrubs - 5-gallon container Min. - Plant material shall conform with <u>American Standard for Nursery Stock, Ansi Z60.1</u> , current addition. Planting beds should be separated from lawn grass/sod by edging. All shrubs and ground covers shall be located within planting beds. Landscape fabric may be omitted under annuals, perennials, and groundcovers.

SIDE YARD REQUIREMENTS:

Side Yard w/No Public View – May be rocked, no plant material is required. Cannot be exposed soil as this leads to erosion.

Side Yard w/Public View - On corner lots exposed to public view, they shall be landscaped with lawn grass/sod, shrubs, and trees at the rate of one tree and 10 shrubs per 25 linear feet of side yard.

REAR YARD REQUIREMENTS:

In rear yards the use of lawn grass/sod shall be limited to no more than 45% of the area to be landscaped. Rear yards exposed to public view and rear yards at corner lots exposed to public view shall be landscaped to front yard standards (Table A).

Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity.

Artificial turf is permitted in rear yards only. The artificial turf must be maintained and repaired so it has a new appearance. Refer to [Section 2.41\(d\)](#) for artificial turf standards.

STREETSCAPE/TREESCAPE TURF OPTION REQUIREMENTS:

Lawn Grass/Sod Option

The area between the sidewalk and street shall be planted with Kentucky bluegrass and have a canopy shade tree planted every foot (30').

Table B: Xeric Option for Single-Family Front, Side and Rear Yard Landscaping Requirements

FRONT YARD REQUIREMENTS:

	Plant Materials and Quantity	Requirements
1.	Artificial Turf	Not applicable.
2.	Features:	One of the following is required (a, b, or c): a. Wall - 1' - 2.5' max. high natural stone, stucco, or decorative CMU wall. b. Berms - low earth berm 2.5' max. height, slopes not to exceed 25%. c. Natural Boulders - 2' x 3' min. size, minimum of 3 boulders.
3.	Rock and inorganic mulches: (Gravel, Rocks, Rubber Mulch, etc.)	Rock mulch is limited to no more than 50% of the area to be landscaped.
4.	Plant materials: *To determine how many plants are necessary to provide 50% living plant coverages at installation: 1. Begin by calculating the square footage of the front landscape area (the areas in front of the house minus the driveway and any walkways). 2. Divide the front yard square footage in half and this will be the amount of required square feet that the plants must cover. 3. Each type of plant has an approximate square footage. Determine the total square footage of the proposed plants by adding their square footages together to calculate compliance with the 50% coverage requirement. Note: The treescape is NOT within the front yard area calculations.	Living plants must cover 50% of the front yard landscape area at the time of planting. Living plants shall be in plant beds mulched with organic and/or inorganic mulches. Note: Plant Material include – evergreen trees, shrubs, perennials, ornamental grasses, and ground covers. Each plant type has an appropriate square footage size upon installation. Thorny plants shall not be located within 20 feet of public sidewalks.
5.	Pavers:	Brick and natural stone pavers are limited to not more than 40% of the landscape area.
6.	Trees - Minimum of two: (1 Shade tree and either 1 Ornamental tree or 1 Evergreen tree (Streetscape/Treescape NOT included.)	Minimum Sizes: 2½ inch caliper – shade tree 2-inch caliper – ornamental tree 6-foot height - evergreen tree

SIDE YARD REQUIREMENTS:

Side Yard w/No Public View – May be rocked, no plant material is required. Cannot be exposed soil as this leads to erosion.

Side Yard w/Public View - On corner lots exposed to public view, they shall be landscaped by combining visible side and front yard areas to comply with the front yard xeric requirements (50% living plant coverage).

REAR YARD REQUIREMENTS:

Lawn Grass/Sod is not required. The requirements for xeric landscaping shall apply in that the rear yard must contain 50% living plant materials. Rear yards exposed to public view shall be landscaped to front yard standards here in (Table B).

Artificial turf is permitted in rear yards only. The artificial turf must be maintained and repaired so it has a new appearance. Refer to [Section 2.41.\(d\)](#) for artificial turf standards.

STREETSCAPE/TREESCAPE XERIC OPTION REQUIREMENTS:

Xeric Option

The area between the sidewalk and street shall be planted with one deciduous canopy tree planted every thirty feet (30'). Fifty percent (50%) of the ground surface area in the streetscape/treescape shall be landscaped with living plant materials. The plants may not exceed a height of twenty-four inches (24").

For examples of Xeriscape plants, use the following link: [Top Plants Brochure 6-3-014 \(civiclive.com\)](#).

- (e) **Streetscape/Treescapes. See Landscaping. Section 2.41, Table A and B.** In accordance with the City of Aurora ordinances, homeowners are responsible for the landscaping within their streetscape/treescape area (the area between the sidewalk and street curb). If a tree in the streetscape/treescape dies, it must be replaced in a timely manner. In some instances, the builder is required to install the “street trees”. However, these trees are the property and maintenance responsibility of the homeowner. The only trees that may be planted in streetscape/treescapes are deciduous canopy shade trees. Ornamental trees and evergreen trees are not permitted in streetscape/treescape areas, because they have low branching structures that will grow to impede the public street sidewalk and create a hazardous situation. Homeowners are not permitted to plant ornamental or evergreen trees in streetscape/treescapes. Please refer to Table A and Table B for the allowed Traditional and Xeric planting options for streetscape/treescapes.
- (f) **Soil Prep/Mulch**
 - (i) **Compost** - For landscaped areas being completed with sod/turf, soil preparation should be with a minimum of three (3) cubic yards per one thousand (1,000) square feet, and ten (10) pounds per one thousand (1,000) square feet of lawn area. These materials are to be tilled to a depth of six (6) to eight (8) inches into the soil. Acceptable organic matters include aged compost, wood humus from soft/non-toxic trees, sphagnum moss (excluding that from Colorado origin), or aged/treated manures.
 - (ii) **Mulch** - Organic mulches modify the extremes of soil temperature, improve soil by producing humus, reduce evaporation loss and weed growth, and slow erosion. Organic mulches are typically bark chips, wood grindings or pole peelings. The suggested minimum depth for mulch is three inches. Place mulch directly on the soil or on breathable fabric. Avoid using sheet plastic in planting areas. It is important to note that mulch should be covered by living plants - typically trees, shrubs, and groundcover beds. The use of berms and/or various non-living materials to break up larger planting bed areas is encouraged. Inorganic mulches include rock and various gravel products. Large expanses of rock mulch without substantial shrub or groundcover plantings are unacceptable.
- (g) **Maintenance.** All residential properties must meet certain minimum landscape

requirements. Once installed, the landscaping must be maintained in a neat and attractive condition, including periodic pruning, removal of weeds and debris, and the replacement of any dead or dying landscaping.

- (i) Homeowners are responsible for the maintenance of their sidewalks and streetscape/treescapes (area between sidewalk and street adjacent to the lot).
- (ii) For the maintenance of plant beds, they shall be separated from turf and other areas by edging. All shrubs, ornamental grasses, perennials, and groundcovers shall be located within planting beds. Plants shall be mulched by either rock or wood mulch or a combination of both. Shredded cedar is the preferred mulch treatment around all plant material as it has moisture retention qualities unlike rock mulch that retains and radiates heat around plants.

2.42 Latticework. Approval is required for any type of trellis or latticework. A latticework trellis is an upright structure that is made for screening purposes or to support climbing plants. Trellises are permitted that do not exceed 6-feet in height. Trellises shall be compatible with the color and materials of other structures on the lot and the exterior of the house. Trellises may not be attached to Metro District owned fencing.

2.43 Lights and Lighting. For holiday lighting, see Seasonal Decorations, [Section 2.64](#). Approval is required for the use of motion detector spotlights, high-wattage spotlights or floor lights, ballasted fixtures (sodium, multi-vapor, fluorescent, metal halide, etc.). Owners may not install security spotlights and floodlights unless activated by a motion detector. One spotlight or floodlight may be installed on the front elevation and one on the rear elevation of the house. Approval is not required for exterior lighting if it is installed in accordance with the below guidelines:

- (a) Exterior lights must be conservative in design and be as small in size as reasonably practical.
- (b) Exterior lighting should be directed toward the ground whenever possible.
- (c) Exterior lights shall be of low wattage to minimize the glare to neighbors and other homeowners.
- (d) Any affixed permanent lighting must be set at a reasonable brightness level to not affect surrounding neighbors. Lighting tracks must be color matched to the home and installed under the roof eaves and must only be installed to direct light downward or towards the home on which it is installed.
- (e) Jellyfish lighting is not permitted.

2.44 Microwave Dishes. See Antennae. [Section 2.07](#).

2.45 Overhangs/Sunshades/Awnings. Cloth or Canvas. Approval is required. An overhang, sunshade, or awning should be an integral part of the house or patio design and are only permitted on the side and rear of the home. Overhangs, awnings, or sunshades must be the same as, or generally recognized as, a complementary color to the exterior of the residence. No metal or plastic awnings are permitted. A swatch of material to be used should be provided. Mechanical sunshades should only be down when patio is in use. The sunshade should be installed on the inside of the patio roof beam and out of site. A mechanism may be needed to anchor shades when extended. The shade and hardware must not be visible when shades are not in use. **See also, Patio Covers. [Section 2.47](#).**

2.46 Painting. Approval is not required if color and/or color combinations are identical to the original color established on the home. Any changes to the color scheme or color changes

must be submitted for approval and must conform to the general scheme of the community. Color schemes may not exceed a maximum of four (4) complementary colors that blend and harmonize well together. Indicate on the paint application where each color will be used. In accordance with the Design building requirements found in the Blackstone Country Club Community Design Standards, exterior colors shall be selected from historical, colonial, or earth toned color palettes which are primarily beige, gray, tan, and brown hues. No red or yellow houses will be permitted, and blue hues will only be considered on a case-by- case basis. Garage doors must be painted to match the body or trim color of the house and not the accent color. Color blocking is NOT permitted.

If you choose to use a different color on your home, you will need to submit the Design Request Form with your color samples and a general description and/or photos of the colors of the house on either side of your home. Please include paint color chips indicating the color name and paint manufacturer for each color chosen. Additionally, provide pictures of your current home color, pictures of the proposed color samples painted on the garage door at a minimum size of 24"x24", and an explanation of how the colors fit in with the neighborhood. The color samples should be painted on the home by the time of the application to avoid approval delays. If you would like to review the original color schemes or the most recently approved color schemes, please visit the district's website at www.blackstonemetro.org.

- 2.47 Patio Covers.** Approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted as well as extensions of the roof.
- 2.48 Patios-Enclosed.** See Additions, Expansions and Ramps. [Section 2.03.](#)
- 2.49 Patios. - Open.** Approval is required. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. Construction shall not occur over easements, beyond the side plane of the home and must be set back a minimum of five (5) feet from the property lines. In some instances, additional plant material, around the patio, may be required for screening purposes.
- 2.50 Paving, Paths, and Walkways.** Approval is required, for all walks, patio areas, or other purposes and for all materials used, including concrete, brick, flagstones, steppingstones, pre-cast patterned or exposed aggregate concrete pavers. Asphalt will not be allowed. See Driveway Extensions. [Section 2.23.](#)
- 2.51 Pergolas and Arbors.** An arbor is a free-standing arch, and a pergola is a feature with an open lattice roof that may or may not be attached to a building. Both features provide shade and or aesthetics with or without climbing plants. Arbors and pergolas shall be in rear yards or corner lot side yards. An arbor or pergola is permitted that is approved by the DRC which meets these guidelines:
- (a) Shall be constructed on the individual property at a max height of 10 feet
 - (b) Shall complement the house color and materials
 - (c) Shall be treated to prevent weathering
- 2.52 Play Structures, Trampolines, Sport Courts, and Sports Equipment.** Approval is required as identified below and an advisory letter shall be sent to the adjacent property owners

notifying them of the request. Consideration will be given to adjacent properties so as not to create an undue disturbance. In some instances, additional landscaping may be required around play equipment for screening purposes.

- (a) **Play Structures:** Approval is required. All play structures must be in the rear yard and must be setback a minimum of five feet from all property lines. All play structures shall be constructed with wood or composite products with a wood appearance. The use of rainbow-colored cloth/canvas tarps is discouraged. Play structure height shall not exceed 12-feet. If visibility is a concern, the play structure may require additional screening with approved plant materials. Play structures must be maintained in a good and sightly manner.
- (b) **Trampolines:** Approval is required. All trampolines must be in the rear yard and must be set back a minimum of five feet from all property lines. Trampolines must be firmly anchored to the ground for wind protection. Trampoline and netting height shall not exceed 12-feet. Above ground and in ground trampolines are permitted but may require additional screening with approved plant materials. Safety and liability are the homeowner's responsibility. Trampolines must be maintained in a good and sightly manner.
- (c) **Sport Courts:** Approval is required. Sport courts may only be in the rear yard and must be setback a minimum of seven feet from property lines. Sport courts may cover no more than 30% of the rear yard area. Sport court surfacing materials shall be standard concrete. No bright or intense court colors are permitted and must complement the natural surroundings (i.e. earth tones and muted colors). A maximum of one goal per lot is allowed. Hoop lightning or elevated court lighting is not allowed. Owners may be required to install additional plant materials to screen sport courts from adjacent lots.

- 2.53 Playhouses.** Committee approval is required if a structure is more than 24 square feet and/or over six feet high. The colors should match the house.
- 2.54 Poles.** See **Flagpoles and Flags**, [Section 2.29](#) and **Utility Equipment**, [Section 2.84](#).
- 2.55 Pools.** Approval is required. Pools must be placed in the rear yard and be an integral part of the deck or patio area. They should be in such a way that they are not immediately visible to adjacent property owners (i.e. screened with plant material). Above ground pools are prohibited. See **Hot Tubs and Jacuzzis**. [Section 2.37](#).
- 2.56 Radio Antennae.** See **Antennae**. [Section 2.07](#).
- 2.57 Radon Mitigation.** Approval is required. Radon mitigation systems shall comply with local building requirements. All external components must be painted to match the color scheme of the house.
- 2.58 Railings.** Approval is required. Railings for front porches, steps, decks, and patios shall comply with the City of Aurora requirements for height and baluster spacing. All railings shall be either black or bronze metal or wood materials that match the Design style of the house and trim color.
- 2.59 Rooftop Equipment.** Approval is required.
- 2.60 Roofing Materials.** Approval is required when changing or installing roofing materials. Roofs must be maintained in an attractive appearance and missing shingles; tiles or ridge caps must be replaced in a timely manner. Acceptable roofing materials include dimensional

asphalt shingles, clay tile, slate tile, and cement-based tile. Other material options will be considered on a case-by-case basis. All buildings constructed on the properties shall be roofed with the same or greater quality than originally used. Any change in roof color must coordinate with the exterior color palette of the home and be shades of black, grey, tan, or brown. Metal flashing and rooftop vents shall be painted to match the surrounding roof color. Shingles in the colors red, blue, green, and silver are not permitted. Repairs to an existing roof with the same building material that exist on the home, do not require prior approval.

- 2.61 Satellite Dishes.** See **Antennae.** [Section 2.07.](#)
- 2.62 Saunas.** See **Accessory Buildings.** [Section 2.02.](#)
- 2.63 Screen Doors.** See **Doors.** [Section 2.21.](#)
- 2.64 Seasonal Decorations.** Approval is not required if installed on a lot if one is keeping with the Community standards and that the decorations are removed within thirty (30) days of the holiday. The installation of seasonal decorations on any property owned and/or managed by the Blackstone Metro District must first have written consent of the Blackstone Metro District. Consideration for consent will be based upon, but not limited to the distance of where the seasonal decorations are considered being installed in relationship to the owner's lot, potential access concerns and making sure the seasonal decorations keep with the Community standards.
- 2.65 Sewage Disposal Systems.** Will not be permitted.
- 2.66 Sheds.** Not permitted.
- 2.67 Exterior Shutters.** Approval is required. Shutters should be of a similar material and of a color and design generally accepted as complementary to the exterior of the house.
- 2.68 Siding.** Approval is required.
- 2.69 Signs.** A sign is defined as a display, such as a letter board, for public view.
- a) No sign may exceed 3' x 4' in size.
 - b) No more than three (3) signs are permitted on a Lot.
 - c) Signs may not be placed on District-owned property unless approved, in writing, by the DRC.
 - d) Signs must be maintained in good condition, free from fading, and may not be torn or ripped.
 - e) Signs may not be illuminated without prior written approval from the DRC. Any request for lighting must detail the type and location of lighting. Lighting must be placed so as not to disturb Owners and/or residents of neighboring Lots.
 - f) The following types of commercial signs, including, but not limited to, those signs that pertain to the exchange or buying and selling of commodities and/or intending to make a profit, may be erected on a Lot without the DRC's written approval. All other commercial signs require approval from the DRC.
 - (i.) One (1) temporary sign for the purpose of advertising the Lot "For Sale" or "For Rent". "For Sale" or "For Rent" signs may remain on the Lot while the property is actively listed for sale or actively listed for rent.
 - (ii.) Two (2) temporary "Open House" signs indicating that a Lot is available for

inspection by interested parties. "Open House" signs may remain on the Lot while the property is actively being shown to prospective buyers, real estate agents and/or tenants.

(iii.) One (1) temporary sign identifying the person or company performing work on the Lot but only during the period that such work is in progress.

Option 1. Sign may be placed in the front or side elevation window of the property if the elevation it is placed on is not adjacent to the golf course. If this option is chosen, one temporary outdoor marketing brochure box, maximum size of fourteen inches (14") high, ten inches (10") wide and three inches (3") deep, may be placed on a maximum size four foot (4') high, three inch (3") wide and deep stake or post, black, green, white, or brown in color only, in the front of the lot on the property that is for sale or lease. It must be installed within three (3) feet of the residential portion of the home's foundation (not the garage foundation) parallel with the street for which the address of the home is identified.

Option 2. Sign may be installed within three (3) feet of the residential portion of the home's foundation (not the garage foundation) parallel with the street for which the address of the home is identified. If this option is chosen, an outdoor marketing brochure box with the dimensions described above, may be attached to the post supporting the sign, only. The sign and any marketing brochure box must be removed immediately after closing.

All other signs, including address numbers and name plate signs must be approved. No lighted sign will be permitted unless utilized by the Developer and/or a Builder. Political signs during an election season may be placed in the front yard of the lot, no more than thirty (30) days prior to the election date. All political signs must be removed within 48 hours of said election. No signs may be placed on any common or limited common property without the written consent of the Master Blackstone Metro District. No trade signs of any kind are allowed on the lot or home, which include, but are not limited to: landscaping, painting, construction, and roofing. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Master Declarant in connection with the sale or rental of the lots, or otherwise in connection with development of or construction on the Lots, shall be permissible.

2.70 Skylights. Approval is required. Large bubble type skylights will be prohibited. Solar tube style skylights and parallel mounted skylights are permitted.

2.71 Solar Panels. Approval is required. Solar Panel Systems are used to absorb sunlight for electricity, or heat, as a component of a building's or home's overall energy system and a method of conserving energy. Solar PV Systems must be specifically approved by the DRC prior to installation and meet the guidelines below:

- (a) **Professional Installation** - All Solar PV Systems must be designed and installed by a professional licensed contractor. The solar panel submittal needs to be accompanied by a plan from the licensed contractor who will be installing the system.
- (b) **Mounting** - Solar PV Systems array must be flush mounted, that is, match the existing plane of the roof (parallel to roof line).
- (c) **Colors** - Any component of the Solar PV System must integrate into the design of the homes. The color of the Solar PV System components should generally conform to the color of the roof shingles to the extent practical.
- (d) **Balance of Systems** - Inverters and DC safety disconnects are typically mounted in the basement, garage, or near the electrical meter on the outside of a home. The safety

disconnects are usually required by the local utility to be mounted next to the electrical meter. The Owner is required to obtain any City permit and electrical inspections required in connection with the Solar PV System. Conduit should be installed near a drainpipe or other existing runs from the roof to hide the conduit as much as possible.

- 2.72 Spas. See Hot Tubs and Jacuzzis. [Section 2.37.](#)**
- 2.73 Sprinkler Systems. See Irrigation Systems, [Section 2.38](#) and Irrigation, [Section 4.09.](#)**
- 2.74 Statues or Fountains.** Approval is not required if they are installed in the rear yard and are not greater than five (5) feet in height, including any pedestal. If the statue or fountain is proposed for the front yard approval is required, and the statue or fountain location should be close to the front or main entrance of the house.
- 2.75 Storage Sheds. See Sheds. [Section 2.66.](#)**
- 2.76 Sunshades. See Overhangs/Sunshades/Awnings- Cloth or Canvas, [Section 2.45](#) and Patio Covers, [Section 2.47.](#)**
- 2.77 Swamp Coolers.** Not permitted.
- 2.78 Swing Sets. See Play Structures. [Section 2.51.](#)**
- 2.79 Television Antennae. See Antennae. [Section 2.07.](#)**
- 2.80 Temporary Structures.** No structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any lot. During the actual construction, alteration, repair or remodeling of a structure or other improvements, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering, or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Temporary tents may be installed for short term recreation or specific events. Occasional use of tents for periods of 48 hours or less does not require approval. For permanent sheds, **See Sheds. [Section 2.66.](#)**
- 2.81 Trash Containers, Enclosures and Pickup.** Trash containers shall not be visible from the front yard or street. 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 allowed to accumulate on any lot except in sanitary containers or approved enclosures. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner (except that a container for such materials may be placed outside at such times as may be necessary to permit garbage or trash pickup.) Trash may be placed on the street for pickup after 8:00 pm the night before and taken in by the evening on the day trash is to be picked up. Trash containers must be properly stored the evening of pickup. Trash container enclosures are not permissible. **See Compost. [Section 2.17.](#)**
- 2.82 Tree Houses.** Will not be permitted.
- 2.83 Underground Installations.** Approval is required.
- 2.84 Utility Equipment.** Installation of utilities or utility equipment requires approval. Under the

Declaration of the Covenants, Conditions and Restrictions, pipes, wires, poles, utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.

- 2.85 Vanes.** See Weather Stations, Vanes and Directional. [Section 2.89.](#)
- 2.86 Vents.** See Rooftop Equipment, [Section 2.59](#) and Air Conditioning Equipment, [Section 2.06.](#)
- 2.87 Walls.** See fences. [Section 2.26.](#)
- 2.88 Walls-Retaining.** Approval is required. No one shall alter, add, or change walls on their individual yards without prior approval. Retaining walls are not intended to be fences and must 'retain' where located. All proposed retaining walls shall be constructed with materials that coordinate with the exterior of the house, and rock, brick or interlocking modular units are the preferred materials. Creosote treated timber railroad ties are prohibited. The construction and installation of retaining walls shall not alter the established drainage pattern of the lot and all necessary permits must be obtained prior to construction. **See Retaining Walls.** [Section 4.05.](#)
- 2.89 Weather Stations, Vanes, and Directionals.** Approval is required. Weather stations, vanes, and directionals shall be reviewed on a case-by-case basis. The dimensions, location, and height must be submitted, and the distances from the home and property lines shall also be included. Visibility from adjacent properties will be taken into consideration.
- 2.90 Window Coverings.** Interior window coverings do not require approval but must comply with the following standards:
- (a) Temporary window coverings such as sheets, poster board, seasonal flags, school flags, or cardboard are not permitted.
 - (b) Window coverings must be materials designed for windows including drapes, shades, blinds, shutters, etc. All window coverings shall be hung even and neat.
 - (c) Window coverings located within a garage shall show white on the front elevation.
 - (d) All Windows and coverings shall be kept cleaned, uncluttered, and well maintained.
- 2.91 Window Replacement.** Approval is required. All new windows and window frame colors shall match the existing Design character of the windows and frame color existing on the house. Windows shall be trimmed with the same materials and design of the existing window trim. The window trim color must match the approved trim color of the house.
- 2.92 Wood Storage.** Will not be permitted.
- 2.93 Work Involving Common Areas.** Generally, driving vehicles including wheelbarrows across Common Areas, including the golf course, is not permitted. However, when circumstances warrant, the Board of Directors will consider requests provided that prior approval is obtained, and the homeowner advances funds as may be reasonably required by the Board of Directors to repair any damage. The actual restoration of the Common Area will be done by the Blackstone Metro District.

III. PROCEDURES FOR COMMITTEE APPROVAL

- 3.01 General.** As indicated in the listing of specific types of improvements, there are some cases in which advance written approval 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 is required before and “Improvement to Property” is commenced.** This section of the Guidelines explains how such approval can be obtained.

3.02 Drawings or Plans. Homeowners are required to submit complete plans and specifications prior to commencement of any work on any improvement (said plans and specification to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks, and grading plan, as well as such other materials and information as may be required). **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 licensed architect, may be required. Whether done by you or professionally, the following guidelines should be followed in preparing drawings or plans.**

- (a) In some instances, elevation drawings of the proposed improvement will be required. The elevation drawings should indicate materials. The drawing or plan should be done to scale and should depict the property lines of your lot, all recorded easements and the outside boundary lines of the home as located on the lot. If you have a copy of an improvement location certificate (survey) of your lot obtained when you purchased it, this survey would be an excellent base from which to draw.
- (b) Existing improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing improvements include driveways, fencing, walks, decks, trees, bushes, etc.
- (c) 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 materials to be used and the colors. (Example: Redwood deck, 10 feet by 12 feet with 2 inch by 4-inch decking, Natural stain).
- (d) The plan or drawing and other materials should show the name of the homeowner, the address of the home and a telephone number where the homeowner can be reached.
- (e) The proposed improvements must take into consideration the easements, building location restrictions and sight distance at intersections.
- (f) Homeowners should be aware that many improvements require a permit from the City of Aurora Building Department. The Board of Directors reserves the right to require a copy of such permit as a condition of its approval.

3.03 Submittal Requirements. Once a plan has been developed, it shall be submitted to management. No copies will be returned. Format will be rejected. The plan must contain the following information:

- (a) Project Approval Request Form (Design Request Form)
- (b) Lot, Block, Filing Number and Owner's name, address, and telephone number.
- (c) Designer's name, address, and telephone number (if applicable).
- (d) Scale of 1 inch = 10 feet and north arrow. Improvements shall be measured in relation to the house and property lines with the distances shown on the plan.
- (e) All existing conditions including house, walks, driveways, patios, decks, walls, plants, trees, drainage ways, property lines, and any easements.
- (f) All proposed landscape planting improvements and landscape features such as walls,

patios, structures, hot tubs, gazebos, water features, shrubs, trees, perennial and annual beds.

- 3.04 Review Fee.** The Declaration of Covenants, Conditions and Restrictions authorizes the Design Review Committee to collect a fee for review the plans of proposed improvements. The Board of Directors reserves the right to charge a fee to cover the cost of any engineering, consulting, or other fees reasonably incurred by the Blackstone Metropolitan District in reviewing any proposed improvement.
- 3.05 Action by Board of Directors and Design Review Committee.** The Board of Directors or its designated representative will regularly review all plans submitted for approval. The Board of Directors and/or Design Review Committee may require submission of additional material and may postpone action until all required materials have been submitted.
- 3.06 Prosecution of Work.** A proposed improvement to property should be accomplished as promptly and diligently as possible in accordance with the approved plans and description. The work must be completed, in any event, within one year. The Board of Directors reserves the right to inspect the work and the right to file a notice of noncompliance where warranted.
- 3.07 Variance Requests and Rights of Appeal.** A homeowner may appeal to the Board of Directors in the event a submittal request has been denied, provided such appeals are submitted within thirty days after the applicant received notice. Homeowners have the right to appeal a denial by preparing a variance request. Variance requests are a written document that explains the necessity for non-compliance with the design guidelines. Variances shall be submitted to management and will be forwarded to the board of directors for review. Homeowners will be notified of the boards findings after a determination has been made.
- 3.08 Questions.** If you have any questions about the foregoing procedures, please visit [Contact Us – Blackstone Metropolitan District](#) and contact management.

IV. LANDSCAPING SUGGESTIONS

- 4.01 General.** The purpose of this section of the Guidelines is to help you prepare an appropriate landscaping plan for your homesite. Careful landscape planning and design of your site will greatly enhance the ultimate appearance of the community. The information set forth in this section is suggestive only and not mandatory.
- 4.02 Slopes.** In some cases, there may be relatively steep slopes on an owner's property. It is important to note that if slopes are not landscaped severe erosion and silting may occur. Therefore, it is recommended that the homeowner landscape slopes as soon as possible after moving in. Slopes and banks should be planted with drought tolerant plants. Terracing, or surfacing with stone or other free draining materials can lessen erosion of slopes. Loose aggregate or wood chips are not recommended on slopes unless measures are taken to prevent erosion or displacement by wind and/or water. Slopes can also be seeded with ground covers, shrubs, and bushes to prevent erosion. Rock gardens are another technique to help prevent slope erosion and create a landscape amenity. Slopes given proper design treatment can become an attractive, interesting part of the landscape.

4.03 Soils/Drainage/Grading. Your home may be constructed on "expansive soils". The prime characteristic of expansive soils is that they swell when water is introduced. The soil, in essence, acts as a sponge. When this expansion takes place, extreme pressures are exerted on foundations and other man-made structures, which are placed in the ground. The result can be severe structural damage to your home.

It is our intent to remind you that a potential hazard exists when proper drainage is not maintained and/or when water is introduced to these "expansive soils" adjacent to your foundation.

Residents should investigate the existing drainage conditions and preserve and accommodate the drainage situation, which exists on their site at the time they purchased their home from the builder or other previous homeowner. See guidelines under "Drainage" in the listings of specific types of improvements. Minor drainage modifications may be made to your lot providing you do not alter the engineered drainage pattern of the lot existing at the time the lot was conveyed to you from the builder or the previous homeowner. Grading can be used to create berm, slopes and swales which can define space, screen undesirable views, noise, and high winds. It is suggested that berm slopes not exceed 3 feet of horizontal distance to 1 foot of rise or vertical height (3 to 1 slopes) to permit greater ease of mowing and general maintenance.

4.04 Soil Preparation. Soil conditions may vary throughout the project. Individual soil testing is suggested for each lot to determine the exact nature of the soil and the desired level of amendment needed such as mulch, sand, and fertilizer to optimize plant growth. Local nurseries may help in determining the proper quantity and type of soil amendment. A general guide for amendment of all turf area soils is a minimum of three (3) cubic yards per one thousand (1,000) square feet, and ten (10) pounds per one thousand (1,000) square feet of lawn area. These materials are to be filled to a depth of six (6) to eight (8) inches into the soil. Acceptable organic matters include aged compost, wood humus from soft/non-toxic trees, sphagnum moss (excluding that from Colorado origin), or aged/treated manures. Topsoil is not considered an acceptable organic matter.

4.05 Retaining Walls. Retaining walls are not intended to be fences and must 'retain' where located. New or old creosote treated timber railroad ties are prohibited. Rock, brick or interlocking modular units, that complement the color of the house, are preferred materials for the walls. Retaining walls may be used to accommodate or create abrupt changes in grade. Such walls should be properly anchored to withstand overturning forces. Stonewalls should be made thicker at the bottom than at the top to achieve stability. To avoid destructive freeze-thaw action, all retaining walls should incorporate weep holes into the wall design to permit water trapped behind them to be released. Walls should not be located to alter the existing drainage patterns and should provide for adequate drainage over or through (by means of weep holes) the wall structure.

4.06 Climate. Typical climatic conditions of this area include low precipitation, low average humidity, variable winds, and a wide temperature range.

4.07 Screening Views and Directing Winds. Plant materials can frame pleasant vistas such as views of the mountains. Less desirable views of adjacent land (e.g. highways) can be screened with dense coniferous plantings, earth mounds, fences, or walls. High velocity winds can be effectively directed by dense planting.

4.08 Rockscapes. Boulders and cobbles present an attractive alternative landscape element if used sensitively within the overall landscape composition. Large expanses of rock mulch without substantial shrub or groundcover plantings are unacceptable. Stone or gravel mulch with harsh, unnatural, or high contrast colors shall be prohibited, including the use of black granite, white marble, and lava rock.

4.09 Irrigation. The semi-arid climate makes watering necessary. It is recommended that watering be done in the early morning or evening. One of the most common tendencies is to over-saturate your lot. We urge each homeowner to conserve water and as a result minimize problems on their own lots as well as on adjacent property owner's lots caused by over-watering. This can be accomplished by watering at shorter cycles more often during the day.

Several systems can be used to water your lawn: automatic sprinkler systems and portable sprinklers. The following are some facts to consider in selecting the type and location of the sprinkler system you are going to use A) Size and shape of areas to be watered. B) Type of turf or ground cover. C) Available water supplies and pressure. D) Environment of the area-wind, rain, temperature, exposure, and grades. E) Low spraying irrigation devices may help to minimize wasted water due to wind. F) Installation of an irrigation system directly adjacent to front sidewalks may eventually cause undermining and deterioration to concrete and paved areas. G) Type of soil and its ability to accept water. Local nurseries or do-it-yourself sprinkler stores have detailed information concerning the type and installation of irrigation systems. H) Drip irrigation systems are recommended for tree and shrub area.

4.10 Paved Areas. Paving may be used to define areas of intense activity and circulation patterns, such as patios, walks, and steps. Materials that can be used to create attractive patterns and textures are brick, flagstones, steppingstones, pre-cast patterned or exposed aggregate concrete paver. These materials are often more desirable than asphalt or poured concrete. It is suggested that paving materials be earth tones colors. Sufficient slope should be maintained in all paved areas to insure proper drainage. Asphalt is not permitted.

4.11 Shade. Shade trees should be placed relatively close to the house, but no closer than 5-feet, where they can shade walls or outdoor activity areas. Avoid shading a solar collector or inhibiting the effectiveness of passive solar design measures. For example, broad-leaved deciduous trees screen out the intense summer sun, but allow winter warmth to penetrate. Trees and shrubs in general should not be planted within existing drainage swales to block designated drainage patterns.

4.12 Landscape Materials. Deciduous trees-and evergreen trees provide summer shade or can be used as a windbreak. Evergreens provide good backdrops for displaying ornamental trees and contrasting flowers as well as providing a visual screen.

(a) Shrubs such as junipers may be used as specimens or in masses. Shrubs can also be used in combination with trees as windbreaks or to add color and texture to the landscape. Low growing, spreading shrubs may be used as groundcover treatment and present an attractive method of reducing water consumption.

(b) Ornamental trees such as flowering crabapples provide accent, color, and additional interest to the residential landscape and may be a more appropriate scale for small areas of a lot.

- (c) Groundcovers such as creeping mahonia play an important role in consolidating the surface of fine-grained soils to prevent erosion and sedimentation. They may be useful in place of a lawn, especially on steep banks where they will also require less water than turfgrass.
- (d) Vines may be used as a groundcover or as a shading element over a trellis or as a screen when planted adjacent to a fence.
- (e) Garden flowers may be used as elements of seasonal color. Perennials and annuals should be considered.
- (f) Vegetable gardens may be integrated with planting beds and used ornamentally.

4.13 Mulches. Mulches modify the extremes of soil temperature and improve soil by producing humus and reducing evaporation loss. Suggested minimum depth for mulches is three inches. Mulches are typically used in shrubs and groundcover beds and may consist of a variety of organic materials such as ground bark, wood chips, pole peelings or chipper chips. Natural wood mulch has environmental advantages to plant material and its use is strongly encouraged.

4.14 Landscape Maintenance. Good consistent maintenance is essential for healthy plant materials. The following are some suggested maintenance considerations and ways of minimizing maintenance problems: A) Plant regarding climate. Consider ultimate size, shape, and growth rate of species. B) Locate plants and irrigation heads out of the way of pedestrian-bicycle traffic and car bumpers. C) Provide simple guying systems for trees for a minimum of two years and wrap trees most susceptible to sun scald with burlap or paper during fall or winter months. D) Make provisions for efficient irrigation; drain and service sprinkler systems on regular basis and conduct operational checks on a weekly basis to insure proper performance of the system. E) Provide good soil mixes with sufficient organic material, 30% per tilled depth is desirable. F) Use mulch at least three inches deep to hold soil moisture and to help prevent weeds and soil compaction. G) Provide required fertilization, weed and pest controls etc., as required for optimum plant growth. H) Prune woody plants when needed. Never prune more than 1/3 of foliage. I) Space groves of trees or single trees to allow for efficient mowing. J) Locate plants with similar water, sun, and space requirements together.

4.15 Suggested Plant List. For your convenience, the following Blackstone community preferred list of trees, flowers, grasses, and shrubs is provided.

In accordance with The Colorado Tree Coalition and the City of Aurora regulations, the following trees shall be prohibited from being planted: Silver Maple, Willow species, Siberian Elm, Russian Olive, Aspen, Cottonwood, Tamarisk, and Ash species.

**** Identifies Blackstone community “character” plants and the use of them is highly encouraged.**

Deciduous Canopy (Shade) Trees

Autumn Blaze Maple
Burr Oak
Chanticleer Pear
Crimson Spire Oak
Hackberry
Horse Chestnut
Kentucky Coffeetree
Linden, American, or Littleleaf
Ohio Buckeye
Red Oak
Shademaster Honeylocust
Swamp White Oak
Western Catalpa

Deciduous Ornamental Trees

Amor Maple
Canada Red Cherry
Crabapple Species
Downy Hawthorn
Glnala Maple
Redbud
Rocky Mountain Maple
Russian Hawthorn
Serviceberry

Evergreen Trees

Austrian Pine
Bristlecone Pine
Colorado Spruce
Juniper Species
Limber Pine Pinon
Pine
**Ponderosa Pine

Perennials

Agastache
Bee Balm
Black-eyed Susan
Colorado Penstemon
Coneflower
Coreopsis, Moonbeam
Daylily, Stella D'oro
Gaillardia, Blanket Flower
Hyssops, mint family, herb
Iceplant
Maiden Grass
May Night Salvia
Muhly Grass
Prairie Dropseed
Red Switchgrass

Sedum, Autumn Joy
Shasta Daisy
Veronica
Yarrow

****Grasses**

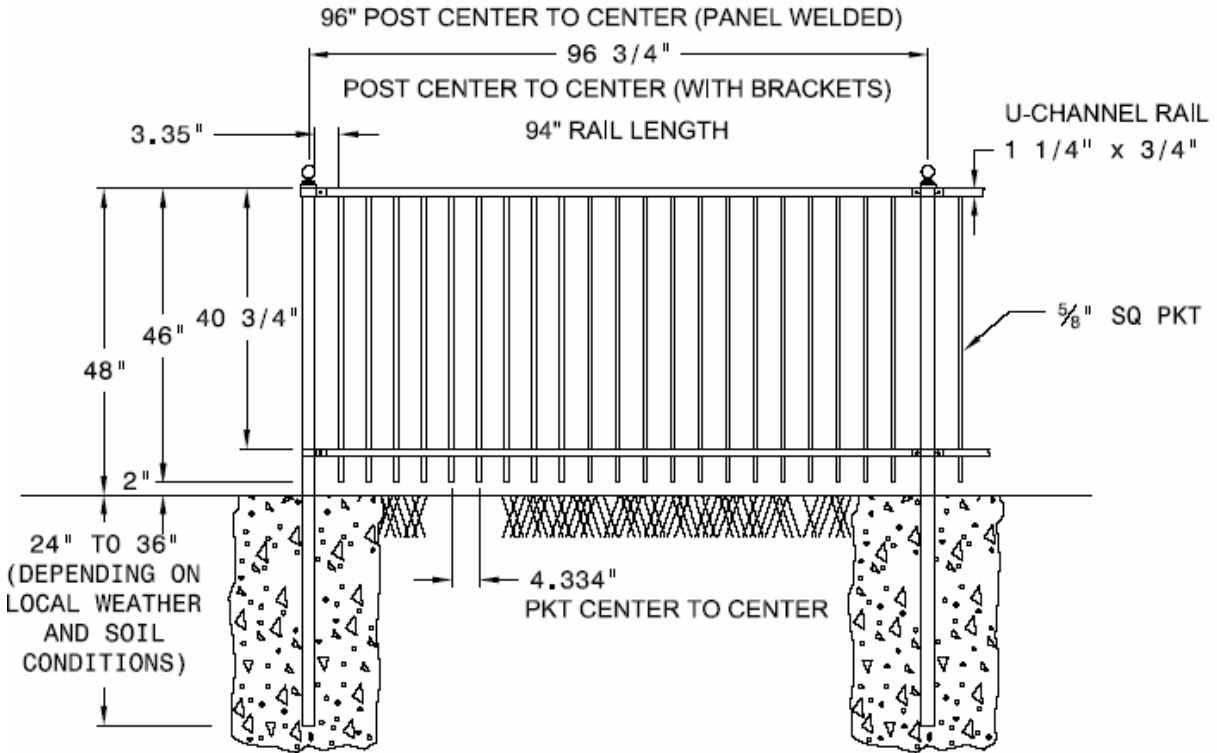
Big Bluestem
Blue Avena Grass
Bluestem
Fountain Grass
Grama Grass Buffalo
Grass Feather Reed
Grass Fescue

Shrubs

Bar Harbor Juniper
Blue Chip Juniper
Blue Mist Spirea
Blue Stern Willow
Broadmoor Juniper
Buffalo Juniper
Buffaloberry
Butterfly Bush
**Chokeberry
Compact American Cranberry
Creeping Mahonia
Curl-Leaf Mountain Mahogany
Dogwood Kelsey's
Dogwood Mountain Box
Gambel Oak
Golden Currant
Gooseberry, Whitestem
Great Plains Leadplant
Grow-Low Sumac Isanti
Hughes Juniper
Mountain Ninebark
Mugho Pine
**Native Potentilla
Ninebark
Plum Artic Blue
Plume American
**Rabbitbrush
Red Coralberry
Red Twig Dogwood
Rhus Aromatica Rock
**Saskatoon Serviceberry
Spirea Sagebrush
Tam Juniper
Threelaf Sumac
Vibrunum Lantana 'Mohican'
Waxflower

**ATTACHMENT A:
FENCE DETAILS
4' METAL FENCE**

NOTE: THE 4' FENCE CAN ONLY BE USED ON LOTS ALONG THE GOLF COURSE THAT HAVE A 4' FENCE ON THE REAR PROPERTY LINE.

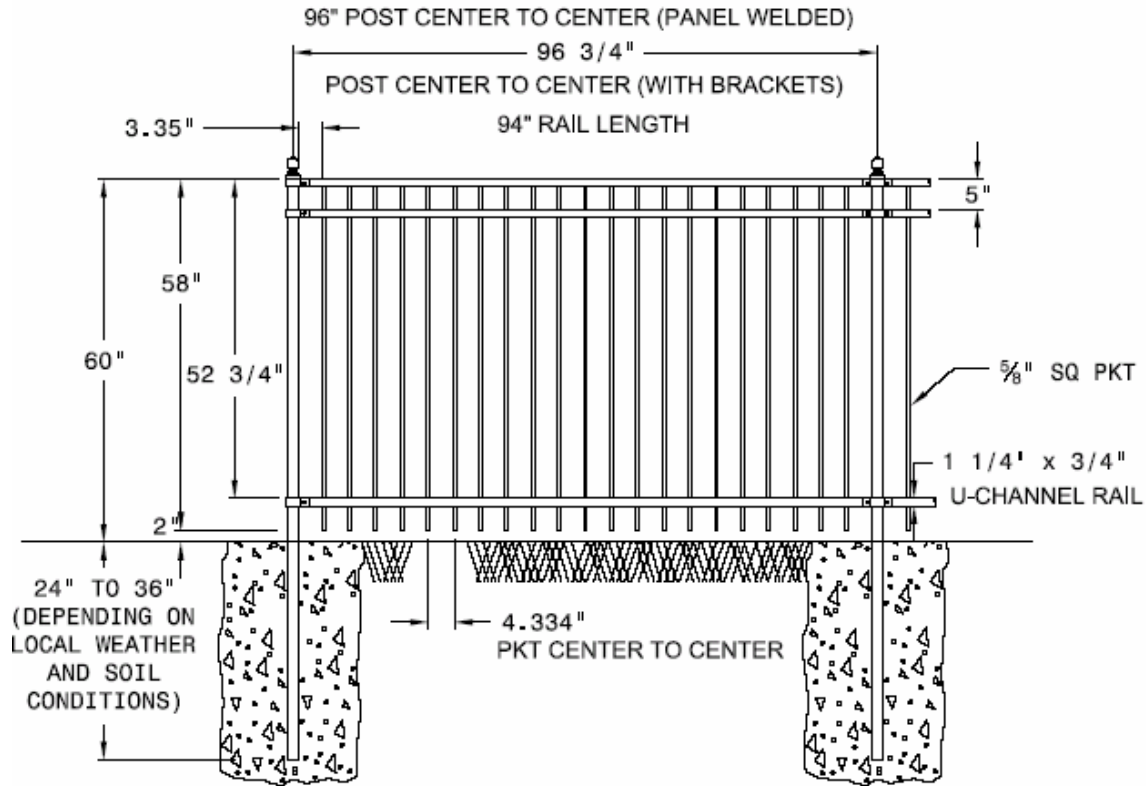


AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-800-321-8724
www.ameristarfence.com

5' METAL FENCE

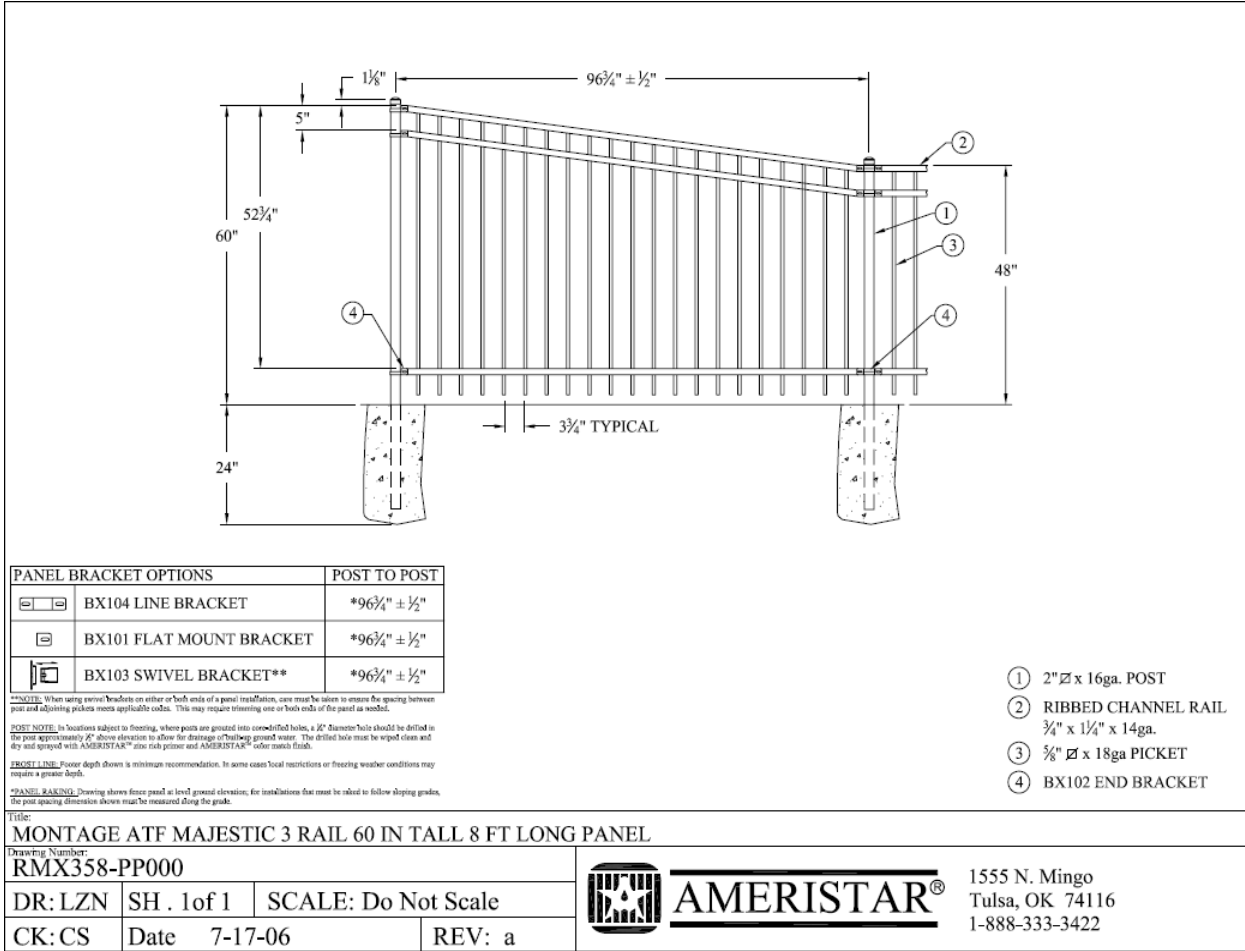
NOTE: THE 5' FENCE WILL BE PERMITTED ON ALL LOTS OTHER THAN THE LOTS ALONG THE GOLF COURSE WITH THE 4' HIGH FENCING REQUIREMENTS.



AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-800-321-8724
www.ameristarfence.com

5' FENCE TRANSITION TO 4' FENCE



ATTACHMENT B:

EXAMPLES OF DEAD OR DYING TREES, IMPROPER TREE PLANTING & DEAD/DYING LAWNS

Signs That a Tree is Dying. The signs that a tree is dying are many and differ greatly depending on their type. A lack of leaves or a reduction in the number of leaves produced on all or part of the tree is a sure sign. Other signs include the bark becoming brittle and falling off the tree, limbs dying and falling off, or the trunk becoming spongy or brittle. Look for signs of a dying tree in the following areas:

- A. Leaves:** Deciduous trees lose all their leaves each winter as opposed to evergreen trees who never lose all their leaves at once. Deciduous trees may be dying if they drop their leaves or if their leaves turn brown and brittle during the growing season. If an evergreen tree is dying it will start to show red or brown needles, and once the top third of the plant has needles that are red or brown the tree is dying.
- B. Branches:** A branch that has lost all its bark means that that branch is dead. A branch that starts to lose its bark is dying. Branches will break off when dead in extreme cases, and the tree will die when too many of its branches break off.
- C. Bark:** Bark becomes loose and starts to fall off a dying tree. Brittle bark is also a bad sign.

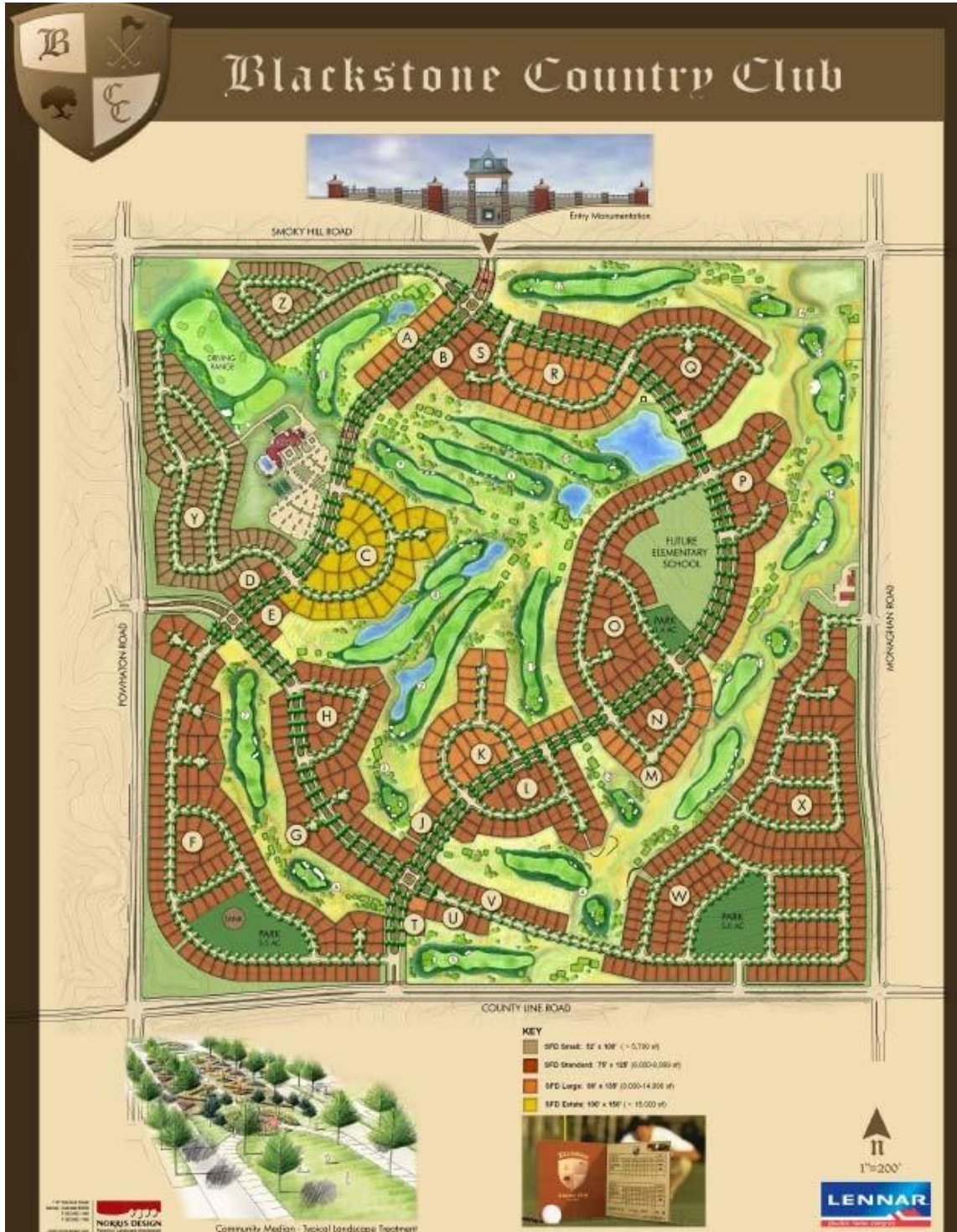
D. Roots: When a tree is dying its roots may turn slimy and host fungus and insects or it may become brittle and break, allowing the tree to fall over.



Examples of Dead/Dying or Improperly Maintained Lawns:



**ATTACHMENT C:
SMALL, STANDARD, LARGE OR ESTATE LOT CLASSIFICATION**



**ATTACHMENT D:
DESIGN REVIEW REQUEST FEES & FORM**

BLACKSTONE METROPOLITAN DISTRICT

c/o: Westwind Management Group, LLC
27 Inverness Drive East, Englewood, CO 80112
Phone: 303-369-1800

Architectural Design Review Submittal Fees

	Fee	First-Resubmittal	Second-Resubmittal
New Home & Yard Improvements			
Design Review (New Home Build)	\$200	\$0	\$200
Landscaping – Entire Lot	\$75	\$0	\$75
Landscaping – Front or Back Only	\$75	\$0	\$75
Other Requests (List represents common types of requests and should not be considered complete.)			
Addition/Replacement of single bush/tree	\$45	\$0	\$45
Addition of bushes/shrubs/trees/mulch	\$45	\$0	\$45
Awning/Roof Addition	\$45	\$0	\$45
Basketball Hoop	\$45	\$0	\$45
Deck/Patio Installation/Addition/Extension	\$45	\$0	\$45
Fencing – New Installation	\$45	\$0	\$45
Hot Tub/Spa/Pool	\$45	\$0	\$45
House Painting/Storm/Security Door	\$45	\$0	\$45
Playground Equipment	\$45	\$0	\$45
Retaining Wall	\$45	\$0	\$45
Roof Replacement	\$45	\$0	\$45
Satellite Dish	\$45	\$0	\$45
Solar Panels/Device	\$45	\$0	\$45
Trellis/Gazebo	\$45	\$0	\$45
Water Feature	\$45	\$0	\$45
Window Well Covers	\$45	\$0	\$45

1. Applications for additions/changes listed under “In-House Reviews” may be mailed, faxed, or emailed to management via the contact information listed on the District website. There is no fee.
2. Other than In-House reviews, Full Landscape/Design submittals, and new house builds all reviews are \$45 total when submitting together. If you are installing and submitting them at separate times; however, you are required to pay the fee for each application submitted.
3. Please note that applications can take up to 30 days to process from the date that they are received. Applications are processed in the order in which they are received.
4. Applications requiring payment may be physically delivered to management’s office, sent via mail to management, or submitted via email with payment of the fee through the District website at [Pay Dues & Assesments – Blackstone Metropolitan District](#). (**Note:** you will need to include your account number AND DRC Fee in the PO Number box when submitting payment for your fee electronically. Payment must be received before a review can be processed. Please make all checks payable to Blackstone Metro District.

BLACKSTONE METROPOLITAN DISTRICT

c/o: Westwind Management Group, LLC
 27 Inverness Drive East, Englewood, CO 80112
 Phone: 303-369-1800

Design Review Request Form

In an effort to provide and protect each individual homeowner's rights and property values, it is required that any homeowner or group of owners considering improvement(s) and/or modification(s) to their home or property submit an "Application for Home Improvements and Modifications" to the Design Review Committee (DRC). If any change is made that has not been approved, per the governing documents, the Metropolitan District may require an owner to change or remove the improvement. **The form must be filled out entirely and all fees, plans, sketches, drawings, illustrations, photographs, dimensions, and material samples required must be provided at time of submittal in order for application to be processed.**

Homeowner Information

Name:	Date:	Lot/Block:
Property Address	Email:	
Home Phone No.	Work Phone No.	
Mailing Address (if different)	Alternative Contact Person/Number	

Please circle Type of Request:

- | | | | | | |
|----------------------|------------------------|----------------|--------------|---------------------|------------|
| Back-yard Landscape | Architectural Design | Awning | Dog Run | Exterior Lighting | Fence |
| Front-yard Landscape | Firewood Storage | Gazebo/Pergola | Greenhouse | Paint Color Change | Trees |
| Retaining Wall | Play Equipment | Patio/Deck | Pool/Spa | Playhouse/Swing Set | Roofing |
| Room Addition | Satellite Dish | Skylight | Solar Device | Storage Areas | Sport Hoop |
| Garden | OTHER: Describe Below: | | | | |

Description:

Please include a sample of all improvements and payment of any required fee(s)! For more information, please review the Design Guidelines or contact Management.

PAINTING: Picture of house with existing colors and digital samples of new colors must be submitted.

Portions of house to be painted:	Body Color(s) (includes all siding):
Trim Color (includes soffits, fascia boards, & window trim):	Accent Color (includes shutters, window hoods, & exterior doors):

GAZEBO/PERGOLA and or Play Equipment: Plot map must be included with Application showing location of building on map.

Materials to be used:	Height of item(s):	Dimension of item(s):
Square footage of item(s):	Location/placement of item(s):	

Proposed Start Date: _____ **Estimated Completion Date:** _____

In signing this application, I certify that all the information provided by me in connection with my application, whether on this document or not, is true and complete. I understand that any misstatements, falsification, or omission of information shall be grounds for denial of this application. I further understand that the DRC has forty-five (45) days upon receipt to review my application and I agree not to begin improvements or modifications until I am notified, in writing, of their decision. I understand that I must complete my improvement/modification within one (1) year after the date of approval and that I must complete the improvements/modifications in accordance with the terms and conditions of the approval. I understand that failure to complete the improvements/modifications in conformance with the conditions of the approval or within one (1) year after the date of approval shall constitute non-compliance and resubmittal will be required. I understand that approval does not substitute for any County/State required permits and that I am responsible for adhering to all Local/County/State requirements. I understand that the DRC may enter onto my property for exterior inspection at a mutually agree upon time in conformance with Declaration.

 Owner Signature

 Date:

**ATTACHMENT E:
NOTICE OF COMPLETION FORM**

Blackstone Metropolitan District

NOTICE OF COMPLETION

Please return "Notice of Completion" upon completion of your approved project.
(Keep enclosed copy of approval for your records)

Property address: _____

Homeowner's name: _____

Type of improvement: _____

Notice is hereby given that the approved exterior modification work on the above-described property was COMPLETED on _____, 20____, in accordance with the approval received from the Design Review Committee, including any stipulations, and pursuant to the owner's plans and submittal package.

I also certify that I am the owner of the property as listed above.

I understand that the Design Review Committee has sixty days from the date of receipt of this notice to inspect the improvement(s), and to ensure adherence to the plans submitted for approval.

Owner's Signature: _____

Date: _____

**ATTACHMENT F & G & H:
VIOLATIONS PROCEDURE & PENALTIES & COMPLAINT REVIEW PROCESS
AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF
BLACKSTONE METROPOLITAN DISTRICT**

**REGARDING POLICIES, PROCEDURES AND PENALTIES FOR THE ENFORCEMENT OF THE
GOVERNING DOCUMENTS**

WHEREAS, Blackstone Metropolitan District (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the "Protective Covenants for Blackstone and Mandatory Resident Social Memberships", recorded at Reception No. B5158103, Arapahoe County, Colorado, on October 20, 2005, and amended by that First Amendment, recorded at Reception No. B6170752, Arapahoe County, Colorado, on December 5, 2006 and that Second Amendment, recorded at Reception No. B7135187, Arapahoe County, Colorado, on October 19, 2007, as may be further amended from time to time, and as assigned to the District in that certain Assignment of Rights Under Protective Covenants for Blackstone and Mandatory Resident Social Membership, recorded at Reception No. D0086092, Arapahoe County, Colorado on September 1, 2010 (collectively, the "**Covenants**"), the District is authorized to promulgate design and/or architectural standards, rules, regulations and/or guidelines (collectively, the "**Guidelines**"); and

WHEREAS, pursuant to the terms and conditions of the Covenants, the District is authorized to adopt, enact, amend, modify and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants) (the "**Rules and Regulations**" and, collectively with the Covenants and Guidelines, the "**Governing Documents**"), and to establish and enforce penalties for the infraction of the Rules and Regulations, including the levying and collection of fines; and

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

WHEREAS, on September 17, 2014, the Board adopted the Resolution Regarding Policies, Procedures and Penalties for Enforcement of the Governing Documents, establishing policies, procedures and penalties for violations of the guidelines, rules and regulations and other policies and procedures of the District, as the same may be amended and supplemented from time to time (the "**Prior Resolution**"); and

WHEREAS, the Board desires to amend and restate the Prior Resolution to establish new policies, procedures, and penalties for violations of the Governing Documents.

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

I. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

II.Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action, and any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective property subject to this Resolution (“the “**Owner**”). This Resolution is intended to serve as guidance to the Board and the District’s authorized representative(s) (the “**District Representative**”) and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to or action undertaken by the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

III.Investigation. Upon receipt of a written complaint alleging a violation of the Governing Documents, if additional information is necessary, the District Representative may conduct an investigation to determine whether a violation of the Governing Documents has occurred.

IV.Enforcement Process for Continuous Violations. Upon determining that a “**Continuous Violation**” (defined as a violation that is ongoing, uninterrupted by time and may take time to cure) has occurred, the District Representative and Board shall take the following steps:

- IV.01 Advisory Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “Advisory Letter” to the Owner by first-class United States mail to the address of the Owner on record according to the records of the County Assessor (“**Owner’s Address**”), notifying the Owner of: (i) the restriction violated and the nature of the Continuous Violation, (ii) that the Owner must have the Continuous Violation corrected within 10 calendar days after the date of the Advisory Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 10 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 10 days after the date of the Advisory Letter and diligently prosecute the same to completion. The District Representative may, in its sole discretion, determine that an Advisory Letter is not necessary or appropriate and may instead immediately send a Notice as provided in Paragraph 8 below.
- IV.02 Notice of Complaint and Opportunity to Be Heard. If an Owner fails to cure (or provide adequate proof that he or she is diligently seeking to cure, if applicable) a Continuous Violation within 10 days of the date of the Advisory Letter, or if the District Representative determines, in its sole discretion, an Advisory Letter is not necessary or appropriate, the District Representative shall send a notice of complaint and opportunity to be heard (“**Notice of Continuous Violation**”) to the Owner at the Owner’s Address notifying the Owner of the Continuous Violation and of the potential fines that may be imposed if the Continuous Violation is not cured. The Notice of Continuous Violation shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 10 days of the date of the Notice of Continuous Violation.
- IV.03 Notice of Ongoing Violation. If after 10 days of the date of the Notice of Continuous Violation, the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing, the District Representative shall

send a notice of ongoing violation ("**Notice of Ongoing Violation**") to the Owner's Address demanding that the Owner cure the ongoing Continuous Violation and that a fine has been imposed on the Owner's account pursuant to the fine schedule set forth in Paragraph 7 below. A second Notice of Ongoing Violation shall be sent 10 days thereafter if the Continuous Violation is not cured or arrangements to cure the Continuous Violation are not communicated to the District Representative in writing and the prior fine paid. The second Notice of Ongoing Violation shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 7 of this Resolution.

- IV.04 Continuous Violation. In the event that a Continuous Violation continues to exist uninterrupted 10 days after the date of the second Notice of Ongoing Violation, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines ("**Daily Fine Notice**") and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

V.Enforcement Process for Repetitious Violations. Upon determining that a "**Repetitious Violation**" (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

- V.01 Advisory Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an "Advisory Letter" to the Owner by first-class United States mail to the Owner's Address, notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 45 days of the date of the Advisory Letter may result in the imposition of fines. The District Representative may, in its sole discretion, determine that an Advisory Letter is not necessary or appropriate and may instead immediately send a Notice as provided in Paragraph 5b and/or 8 below.
- V.02 Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 45 days of date of the Advisory Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in paragraph 7. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed ("**Repetitious Violation Notice**"). The first such Repetitious Violation Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 10 days of such first Repetitious Violation Notice. The District may impose additional fines with each Repetitious Violation Notice sent after the first Repetitious Violation Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

VI.Hearings

- VI.01 If a hearing is requested by the Owner pursuant to paragraph 4.b or 5.b above, the District Representative shall notify the Owner of the date, time, and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing

Documents shall be conducted by the Board, or a tribunal consisting of District residents or other persons as selected by the Board.

VI.02 In the event an Owner fails to request a hearing within 10 days of the date of the Notice of Continuous Violation or the first Notice of Repetitious Violation, as applicable, or fails to appear at a requested hearing, the Board or the tribunal or person designated by the Board to conduct the hearing may make a decision with respect to the violation based on the complaint, results of the investigation and any other available information without the necessity of holding a formal hearing. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Notice of Continuous Violation or the first Notice of Repetitious Violation, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation.

VI.03 Decision. If the Board or the tribunal or person designated by the Board to conduct the hearing has made a finding that an Owner is in violation of the Governing Documents, the District Representative shall send notice of violation ("**Notice of Decision**") to the Owner's Address. The Notice of Decision shall set forth the fine imposed, if any, and any additional fines that may be imposed if the Continuous Violation remains uncured or if subsequent instances of Repetitious Violations occur. The District may revoke or suspend the Owner's privileges, impose fines in accordance with the fine schedule set forth below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. No hearing shall be required for the imposition of any such additional fines.

VII.Fine Schedule. The following fine schedule is adopted for all violations of the Governing Documents.

Continuous Violations:

Notice of Continuous Violation:	\$50.00
First Notice of Ongoing Violation:	\$75.00
Second Notice of Ongoing Violation:	\$100.00
Daily Fine Notice:	Up to \$100.00 per day

Repetitious Violations:

First Notice of Repetitious Violation:	\$25.00
Subsequent Notices of Repetitious Violations	\$50.00 per each offense

VIII.Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

IX. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative may, in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

X. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, foreclosure, and any other legal or equitable remedies available to the District.

XI. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

XII. Foreclosure of Lien. All amounts imposed pursuant to this Resolution shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001 (1) (j), C.R.S., such lien being a charge imposed for the provision of services and facilities to the property. Said lien may be foreclosed at such time as the District in its sole discretion may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land.

XIII. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

XIV. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

XV. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to "Blackstone Metropolitan District" and sent to the District within 30 days of the date of the notice sent from the District to the Owner notifying the Owner of the imposition of the fine.

XVI. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

XVII. Prior Resolutions. This Resolution shall supersede and replace in its entirety the Prior Resolution addressing the enforcement of the Governing Documents adopted by the Board.

XVIII. Effective Date. This Resolution shall become effective immediately and shall supersede in its entirety any prior resolution.

Signature page follows.

ADOPTED this ____ day of _____ 2022.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature Page to Resolution Concerning Enforcement Policies and Procedures

**ATTACHMENT I:
LEGAL REVIEWS/SIGN OFF**



BLACKSTONE METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2022

**BLACKSTONE METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2022**

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service - GO Bonds</u>	<u>Debt Service - Revenue</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
ASSETS							
1st Bank	\$ 29,907	\$ 280,703	\$ -	\$ -	\$ -	\$ 2,701	\$ 313,311
Colotrust	2,869,268	-	1,969,903	12,789	411,292	-	5,263,252
Accounts receivable	-	105,641	-	-	-	-	105,641
Receivable from County Treasurer	523,302	-	616,432	-	-	20,521	1,160,255
TOTAL ASSETS	<u>\$ 3,422,477</u>	<u>\$ 386,344</u>	<u>\$ 2,586,335</u>	<u>\$ 12,789</u>	<u>\$ 411,292</u>	<u>\$ 23,222</u>	<u>\$ 6,842,459</u>
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ 16,781	\$ 90,107	\$ -	\$ -	\$ -	\$ -	\$ 106,888
Prepaid assessments	-	89,200	-	-	-	-	89,200
Due to SARIA	-	-	-	-	-	23,222	23,222
TOTAL LIABILITIES	<u>16,781</u>	<u>179,307</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>23,222</u>	<u>219,310</u>
FUND BALANCES							
Fund balances	<u>3,405,696</u>	<u>207,037</u>	<u>2,586,335</u>	<u>12,789</u>	<u>411,292</u>	<u>-</u>	<u>6,623,149</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 3,422,477</u>	<u>\$ 386,344</u>	<u>\$ 2,586,335</u>	<u>\$ 12,789</u>	<u>\$ 411,292</u>	<u>\$ 23,222</u>	<u>\$ 6,842,459</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Property taxes	\$ 1,304,232	\$ 1,285,556	\$ (18,676)	\$ 1,262,518
Specific ownership taxes	94,925	42,039	(52,886)	45,716
Interest income	1,450	5,210	3,760	518
Other revenue	-	-	-	72
TOTAL REVENUES	<u>1,400,607</u>	<u>1,332,805</u>	<u>(67,802)</u>	<u>1,308,824</u>
EXPENDITURES				
Accounting	52,000	15,623	36,377	18,977
Audit	5,100	-	5,100	-
County Treasurer's fee	19,563	19,294	269	18,942
Directors' fees	3,500	-	3,500	1,500
Director and meeting expense	2,000	-	2,000	-
Insurance	35,000	33,843	1,157	32,821
Legal	65,000	28,613	36,387	28,813
Miscellaneous	2,000	488	1,512	1,255
Payroll taxes	268	-	268	130
Election expense	40,000	27,651	12,349	-
Website	1,500	600	900	150
Contingency	24,069	-	24,069	-
TOTAL EXPENDITURES	<u>250,000</u>	<u>126,112</u>	<u>123,888</u>	<u>102,588</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,150,607	1,206,693	56,086	1,206,236
OTHER FINANCING SOURCES (USES)				
Transfers to other fund	(1,304,600)	(69,152)	1,235,448	(12,090)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(1,304,600)</u>	<u>(69,152)</u>	<u>1,235,448</u>	<u>(12,090)</u>
NET CHANGE IN FUND BALANCES	(153,993)	1,137,541	1,291,534	1,194,146
FUND BALANCES - BEGINNING	<u>1,529,705</u>	<u>2,268,154</u>	<u>738,449</u>	<u>1,890,549</u>
FUND BALANCES - ENDING	<u>\$ 1,375,712</u>	<u>\$ 3,405,695</u>	<u>\$ 2,029,983</u>	<u>\$ 3,084,695</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022

OPERATIONS FEE FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Interest income	\$ 150	\$ 2	\$ (148)	\$ 21
Operations fee (homeowners)	561,660	316,323	(245,337)	326,609
Operations fee (vacant lots)	18,228	2,418	(15,810)	4,557
Other revenue	-	6,775	6,775	-
Working capital	61,000	17,145	(43,855)	24,500
Design review fees	6,000	1,110	(4,890)	-
Legal collection fees	7,000	706	(6,294)	1,075
Violations and late fees	6,000	5,224	(776)	3,303
TOTAL REVENUES	<u>660,038</u>	<u>349,703</u>	<u>(310,335)</u>	<u>360,065</u>
EXPENDITURES				
Legal - collections	7,000	19,977	(12,977)	6,583
Miscellaneous	3,000	40,948	(37,948)	15
Community activities	16,000	-	16,000	345
Design review	6,000	4,458	1,542	4,420
Facilities management - contract	51,000	20,375	30,625	23,507
Facilities management - costs	14,000	9,379	4,621	3,431
Irrigation repairs and improvements	51,000	9,669	41,331	14,292
Landscape maintenance - contract	385,000	191,592	193,408	87,972
Landscape improvements	50,000	28,372	21,628	7,265
Tree and shrub replacement	100,000	-	100,000	-
Gas and electric	20,000	4,585	15,415	7,677
Trash removal	153,000	77,319	75,681	69,255
Water - irrigation	128,000	15,423	112,577	8,028
Grounds maintenance	31,000	1,350	29,650	14,213
Holiday lighting	25,000	-	25,000	1,260
Lighting	11,000	4,221	6,779	5,234
Playground inspection and repairs	11,000	-	11,000	4,516
Snow removal	35,000	-	35,000	11,763
Vandalism	3,000	-	3,000	650
Contingency	38,000	-	38,000	-
TOTAL EXPENDITURES	<u>1,138,000</u>	<u>427,668</u>	<u>710,332</u>	<u>270,426</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(477,962)</u>	<u>(77,965)</u>	<u>399,997</u>	<u>89,639</u>
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	205,000	69,152	(135,848)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>205,000</u>	<u>69,152</u>	<u>(135,848)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	<u>(272,962)</u>	<u>(8,813)</u>	<u>264,149</u>	<u>89,639</u>
FUND BALANCES - BEGINNING	<u>294,186</u>	<u>215,850</u>	<u>(78,336)</u>	<u>300,936</u>
FUND BALANCES - ENDING	<u>\$ 21,224</u>	<u>\$ 207,037</u>	<u>\$ 185,813</u>	<u>\$ 390,575</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022

DEBT SERVICE - GO BONDS FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Property taxes	\$ 1,537,130	\$ 1,515,119	\$ (22,011)	\$ 1,472,939
Specific ownership taxes	107,599	47,653	(59,946)	51,428
Interest income	1,600	4,518	2,918	567
TOTAL REVENUES	<u>1,646,329</u>	<u>1,567,290</u>	<u>(79,039)</u>	<u>1,524,934</u>
EXPENDITURES				
County Treasurer's fee	23,057	22,739	318	22,100
Paying agent fees	450	-	450	450
Bond interest - Series 2017	1,102,925	551,463	551,462	557,463
Bond principal - Series 2017	420,000	-	420,000	-
Contingency	6,568	-	6,568	-
TOTAL EXPENDITURES	<u>1,553,000</u>	<u>574,202</u>	<u>978,798</u>	<u>580,013</u>
NET CHANGE IN FUND BALANCES	93,329	993,088	899,759	944,921
FUND BALANCES - BEGINNING	<u>1,564,547</u>	<u>1,593,247</u>	<u>28,700</u>	<u>1,755,726</u>
FUND BALANCES - ENDING	<u>\$ 1,657,876</u>	<u>\$ 2,586,335</u>	<u>\$ 928,459</u>	<u>\$ 2,700,647</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022

DEBT SERVICE - REVENUE FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Other revenue	\$ -	\$ -	\$ -	\$ 12,789
TOTAL REVENUES	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,789</u>
EXPENDITURES				
TOTAL EXPENDITURES				
NET CHANGE IN FUND BALANCES	-	-	-	12,789
FUND BALANCES - BEGINNING	<u>-</u>	<u>12,789</u>	<u>12,789</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 12,789</u>	<u>\$ 12,789</u>	<u>\$ 12,789</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Interest income	\$ 400	\$ 737	\$ 337	\$ -
TOTAL REVENUES	<u>400</u>	<u>737</u>	<u>337</u>	<u>-</u>
EXPENDITURES				
Legal	-	646	(646)	-
Monumentation	-	-	-	12,090
Park improvements	35,000	-	35,000	-
Entryways	750,000	20,580	729,420	-
Trees	150,000	-	150,000	-
Lighting	35,000	18,220	16,780	-
Filing 3 enhancements	30,000	-	30,000	-
TOTAL EXPENDITURES	<u>1,000,000</u>	<u>39,446</u>	<u>960,554</u>	<u>12,090</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(999,600)	(38,709)	960,891	(12,090)
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	1,099,600	-	(1,099,600)	12,090
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,099,600</u>	<u>-</u>	<u>(1,099,600)</u>	<u>12,090</u>
NET CHANGE IN FUND BALANCES	100,000	(38,709)	(138,709)	-
FUND BALANCES - BEGINNING	<u>350,000</u>	<u>450,001</u>	<u>100,001</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 450,000</u>	<u>\$ 411,292</u>	<u>\$ (38,708)</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022

CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Property taxes - Regional mill levy	\$ 51,843	\$ 51,101	\$ (742)	\$ 46,840
TOTAL REVENUES	51,843	51,101	(742)	46,840
EXPENDITURES				
County Treasurer's fee	778	767	11	703
Regional mill levy - Payment to SARIA	51,065	50,334	731	46,137
TOTAL EXPENDITURES	51,843	51,101	742	46,840
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-
OTHER FINANCING SOURCES (USES)				
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	-	-	-	-
FUND BALANCES - BEGINNING	-	-	-	-
FUND BALANCES - ENDING	\$ -	\$ -	\$ -	\$ -

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**BLACKSTONE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Arapahoe County on November 27, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Second Amended and Restated Service Plan approved on July 26, 2010.

The District was established to provide sanitation, water, streets, traffic and safety controls, parks and recreation, and other related improvements for the benefit of the taxpayers and service users within the Districts' boundaries.

As of December 31, 2015, the District had remaining voted debt authorization of approximately \$1,981,510,000. The District has not budgeted to issue any new debt during 2022. Per the District's Service Plan, the District cannot issue debt in excess of \$100,000,000.

The District has no employees and all administrative functions are contracted.

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 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

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 in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales 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 method of calculating assessed valuation of residential assessment rates in the State of Colorado changed to 7.15% from 7.20% for property tax years 2019-2020 on June 10, 2019 with a report submitted to the State Board of Equalization. Accordingly, the ARI mill levy increased to 1.113 from 1.105 mills and will remain at this amount for 2022.

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.

**BLACKSTONE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Aurora Regional Improvements Mill Levy

Pursuant to the Service Plan, which is dated August 6, 2004, the District is required to impose a 1.000 mill levy for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time. The District is a participant in the South Aurora Regional Improvement Authority. Revenues collected and held under the ARI mill levy will be held in a segregated account for the benefit of the Authority.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.0% of the property taxes collected.

Operations Fee

The District imposes a monthly operations fee on homeowners and vacant lot owners. The fee varies between the two types of owners based on applicable costs to operate the landscape and maintenance of the District property. The fees and associated expenditures are tracked in the Operations Fee fund.

Interest Income

Interest earned on the District's available funds has been estimated based on historical earnings.

Expenditures

General, Administrative, and Operations Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as legal, accounting, audit, managerial, insurance, banking, meeting expense and other administrative expenses. Additionally, the operations expenditures to maintain District property are detailed in the Operations Fee fund.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements as displayed on page 6 of the Budget.

**BLACKSTONE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2017 General Obligation Refunding Bonds. The District's current debt service schedule is attached.

See related notes below under Debt and Leases.

Debt and Leases

On June 6, 2017 the District issued General Obligation Refunding Bonds Series 2017 in the amount of \$27,415,000. The proceeds from the sale of the 2017 Bonds were used to (i) refund the District's outstanding Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2005A, (ii) fund an initial deposit of \$1,000,000 to the Surplus Account, and (iii) pay certain costs of issuance of the Bonds.

The Series 2017 Bonds bear interest at rates ranging from 2.375% to 5.000%, payable semi-annually on June 1 and December 1, beginning on December 1, 2017. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2019. The Series 2017 Bonds mature on December 1, 2047. The Series 2017 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.

The Series 2017 Bonds are a general obligation of the District. The full faith and credit of the District are pledged for the payment of the principal of, premium, if any and interest on the Bonds. Without limiting the foregoing, the Pledged Revenue is pledged to the payment of the Bonds, on a parity with Parity Bonds, if any. "Pledged Revenue" is defined in the Bond Resolution to mean: (i) all amounts derived by the District from imposition of the Required Mill Levy and, to the extent not applied to the payment or refunding of the Series 2005A Bonds, the debt service mill levy imposed by the District in 2016 (less costs of collection and any tax refunds or abatements authorized by or on behalf of the County); and (ii) Specific Ownership Taxes. The Series 2017 Bonds are secured by amounts held by the District in the Surplus Account, if any. All of the Series 2017 Bonds shall be additionally secured by a Bond Insurance Policy issued by National Public Finance Guarantee Corp, rated A by Standard & Poor's.

The District has no operating or capital leases.

**BLACKSTONE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (continued)

The following is an analysis of anticipated changes in the District’s long-term obligations, subordinate to the Senior Bonds, for the years ending December 31, 2020 and 2021.

	Balance - December 31, 2020	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2021
Reimbursement Agreements				
Lennar - Capital	\$ 15,530,600	\$ -	\$ (15,530,600)	\$ -
Lennar - Capital - Interest	15,774,592	-	(15,774,592)	-
MS Rialto - Capital	787,397	-	-	787,397
MS Rialto - Capital - Interest	668,677	55,118	-	723,795
MS Rialto - Operations	414,611	-	-	414,611
MS Rialto - Operations - Interest	318,738	29,023	-	347,761
Total	<u>\$ 33,494,615</u>	<u>\$ 84,141</u>	<u>\$ (31,305,192)</u>	<u>\$ 2,273,564</u>
	Balance - December 31, 2021	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2022
Reimbursement Agreements				
MS Rialto - Capital	\$ 787,397	\$ -	\$ (787,397)	\$ -
MS Rialto - Capital - Interest	723,795	55,118	(778,913)	-
MS Rialto - Operations	414,611	-	(414,611)	-
MS Rialto - Operations - Interest	347,761	29,023	(376,784)	-
Total	<u>\$ 2,273,564</u>	<u>\$ 84,141</u>	<u>\$ (2,357,705)</u>	<u>\$ -</u>

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2022, as defined under TABOR.

**BLACKSTONE METROPOLITAN DISTRICT
FKA - HIGH PLAINS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

	\$27,415,000		
	General Obligation Refunding Bonds		
	Series 2017		
	Dated June 6, 2017		
	Rates ranging from 2.375% to 5.000%		
	Interest Payable June 1 and December 1		
<u>Bonds and Interest</u>	<u>Principal Due December 1</u>		
<u>Maturing in the Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
<u>Ending December 31,</u>			
2022	\$ 420,000	\$ 1,102,925	\$ 1,522,925
2023	450,000	1,086,125	1,536,125
2024	500,000	1,068,125	1,568,125
2025	520,000	1,048,125	1,568,125
2026	565,000	1,035,775	1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
	<u>\$ 26,905,000</u>	<u>\$ 18,232,050</u>	<u>\$ 45,137,050</u>

Blackstone Metropolitan District
Schedule of Cash Position
May 31, 2022
Updated as of July 15, 2022

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Debt Service Fund Revenue</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>							
Balance as of 6/30/22	\$ 29,906.87	\$ 280,703.09	\$ -	\$ -	\$ -	\$ 2,701.29	\$ 313,311.25
Subsequent activity:							-
07/01/22 - Aurora Water Autopay	-	(8,759.88)	-	-	-	-	(8,759.88)
07/07/22 - Xcel Energy Autopay	-	(617.35)	-	-	-	-	(617.35)
<i>Anticipated Balance</i>	<u>29,906.87</u>	<u>271,325.86</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,701.29</u>	<u>303,934.02</u>
<u>Colotrust - Savings Account</u>							
Balance as of 6/30/22	\$ 2,869,267.99	\$ -	\$ 1,969,903.48	\$ 12,788.76	\$ 411,292.16	\$ -	\$ 5,263,252.39
Subsequent activity:							
07/10/22 - Property Tax Deposit (June)	523,302.19	-	616,431.95	-	-	20,521.14	1,160,255.28
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
<i>Anticipated Transfer to SARIA</i>	-	-	-	-	-	(20,521.14)	(20,521.14)
<i>Anticipated Balance</i>	<u>3,392,570.18</u>	<u>-</u>	<u>1,586,335.43</u>	<u>12,788.76</u>	<u>411,292.16</u>	<u>20,521.14</u>	<u>5,423,507.67</u>
<i>Total by fund</i>	<u>\$ 3,422,477.05</u>	<u>\$ 271,325.86</u>	<u>\$ 1,586,335.43</u>	<u>\$ 12,788.76</u>	<u>\$ 411,292.16</u>	<u>\$ 23,222.43</u>	<u>\$ 5,727,441.69</u>

Yield Information:

Colotrust Prime (June 2022) - 1.1707%
Colotrust Plus (June 2022) - .8155%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2022

	Current Year										Prior Year		
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received		
								Monthly	Y-T-D		Monthly	YTD	
January	\$ 34,766.49	\$ -	\$ 14,307.85	\$ -	\$ (521.50)	\$ -	\$ 48,552.84	1.20%	1.20%	\$ 44,165.86	0.52%	0.52%	
February	1,263,035.96	-	16,463.69	-	(18,945.54)	-	1,260,554.11	43.66%	44.86%	1,094,422.83	40.97%	41.49%	
March	105,100.15	-	16,322.20	46.87	(1,577.21)	-	119,892.01	3.63%	48.49%	246,292.88	4.21%	45.71%	
April	133,141.11	-	14,674.09	-	(1,997.12)	-	145,818.08	4.60%	53.09%	262,344.17	13.29%	58.99%	
May	153,057.63	-	13,469.22	289.53	(2,309.70)	-	164,506.68	5.29%	58.38%	121,071.35	2.71%	61.70%	
June	1,162,674.60	-	14,454.82	574.60	(17,448.74)	-	1,160,255.28	40.19%	98.57%	1,070,088.63	37.24%	98.94%	
July	-	-	-	-	-	-	-	0.00%	98.57%	48,040.98	0.26%	99.20%	
August	-	-	-	-	-	-	-	0.00%	98.57%	24,857.45	0.00%	99.20%	
September	-	-	-	-	-	-	-	0.00%	98.57%	25,220.23	0.31%	99.51%	
October	-	-	-	-	-	-	-	0.00%	98.57%	15,621.17	0.32%	99.83%	
November	-	-	-	-	-	-	-	0.00%	98.57%	26,428.78	0.23%	100.06%	
December	-	-	-	-	-	-	-	0.00%	98.57%	15,971.62	-0.08%	99.98%	
	\$ 2,851,775.94	\$ -	\$ 89,691.87	\$ 911.00	\$ (42,799.81)	\$ -	\$ 2,899,579.00	98.57%	98.57%	\$ 2,994,525.95	99.98%	99.98%	

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 1,304,232.00	45.08%	\$ 1,285,555.66	98.57%
Debt Service Fund	1,537,130.00	53.13%	1,515,119.48	98.57%
Regional	51,843.00	1.79%	51,100.80	98.57%
	<u>\$ 2,893,205.00</u>	<u>100.00%</u>	<u>\$ 2,851,775.94</u>	

Specific Ownership Tax

General Fund	\$ 94,925.00	46.87%	\$ 42,039.26	44.29%
Debt Service Fund	107,599.00	53.13%	47,652.61	44.29%
	<u>\$ 202,524.00</u>	<u>100.00%</u>	<u>\$ 89,691.87</u>	

Treasurer's Fees

General Fund	\$ 19,563.00	45.08%	\$ 19,293.80	98.62%
Debt Service Fund	23,057.00	53.13%	22,739.11	98.62%
Regional	778.00	1.79%	766.90	98.57%
	<u>\$ 43,398.00</u>	<u>100.00%</u>	<u>\$ 42,799.81</u>	

Due To SARIA From 2021	\$ 283.85
Pledged Ptax Collected	50,333.90
Payments to SARIA	27,395.32
Due To SARIA	\$ 23,222.43

Blackstone Metro District Interim Claims List 5/18/22 - 7/15/22

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>		<u>Amount</u>
5/24/2022	CliftonLarsonAllen LLP	3280154	\$	2,385.63
5/24/2022	Landtech Contractors, Inc	23511		761.05
5/24/2022	Sequoia Golf Blackstone Country Club	BMD0135		1290.94
5/24/2022	South Aurora Regional Improvement Authority	22-May		2350.06
5/24/2022	Waste Management of Denver	1711266-0178-9		13043.65
6/16/2022	Altitude Community Law P.C.	1726 JAN22		690
6/16/2022	Donald & Rosbelia Buck	85838		165
7/8/2022	Altitude Community Law P.C.	Multiple		1615
7/8/2022	Aspen Group	2077-0001		8293.43
7/8/2022	CliftonLarsonAllen LLP	3315661		3271.38
7/8/2022	Full Spectrum Lighting, Inc.	30108		100
7/8/2022	Idea Law Group LLC	Multiple		2106.25
7/8/2022	John & Marjana Bidwell	85819		1155
7/8/2022	Landtech Contractors, Inc	Multiple		58625.61
7/8/2022	Lee Design Group LLC	Multiple		2435
7/8/2022	Pet Scoop, Inc.	411660		270
7/8/2022	Ronald & Claire Minas	86178		180
7/8/2022	Sequoia Golf Blackstone Country Club	BMD0136		5535.8
7/8/2022	South Aurora Regional Improvement Authority	22-Jun		2701.29
7/8/2022	Waste Management of Denver	1745334-0178-5		13250.51
7/8/2022	Westwind Management Group LLC	Multiple		7052.25
7/8/2022	Wheatlands Metropolitan District	#7		99.26
7/8/2022	White Bear Ankele Tanaka & Waldron	Multiple		12441.25
7/8/2022	Xcel Energy	53-8016149-9		657.01
		Total	\$	140,475.37

BLACKSTONE METROPOLITAN DISTRICT MANAGEMENT ACTION ITEMS | JULY 2022 Report

Accounting:

- Uploaded payments to bill.com
- Worked with vendors on payment inquiries
- Worked with DeEtt on waiver of late fees with payment in full as discussed
- Submitted reimbursement for Lee McCall for purchase of garage sale signs

Administrative:

- Homeowner responses **Multiple owner responses on compliance matters, architectural matters, and property maintenance.**
- Most recent Minutes draft to Board / Consultants **Completed draft and submitted.**
- Architectural Consulting / Service Provider **Rachel Lee provided color scheme proposal to add an additional scheme containing a total of 60 schemes.**
- Architectural Guideline Revisions **The guidelines are complete and pending board approval. The link was added for owners to find the paint schemes on the District site. Sherwin Williams is created a digital paint book and will have a few books physically available to view at the Tallyn's Reach branch.**
- Trash Contract – **Reviewed contract. Renewal date is 12.31.22. Will seek proposals in August as a 60-days written notice prior to renewal. (Keeping on MAI to remind of renewal date)**
- Items added to website: **Email sign up link has been added to the District site as well as a board email address to the contact the board and all individual emails have been removed.**
- License Plate Readers – **Flock Security updated the placement of the cameras, review and indicate if placement is acceptable or where you would like it to be. A flock representative will be present at the meeting just in case there are questions.**
- Tree Install scheduled by LandTech - **Bob and Ben reviewed the trees, selected them and install to take place. Ben to provide further updates.**
- Auto pay options - **Westwind is working on providing auto pay options for Blackstone. Pending further updates from accounting.**
- Director Orientation – **Held orientation and community site visit.**
- Meeting Setup – **Setup Meeting and food at the club for monthly meeting.**
- Website updates for Directors – **Lee McCall and Rick Schroder are missing pictures and Bio.**
- Community inspections – **Completed**
- Eblasts – **Sent committee blasts and community blasts as requested/needed.**

Bids / Contracts & Work Orders:

- Damage to Brick Column and fence at the corner of E Smoky Hill Pkwy and S Country Club Pkwy,

appears to be vehicular damage, but no further information. Club agrees to split ½ cost, per lan.
Board approved Aspen Group contract – Work completed and bill split and sent to club for reimbursement.

- Boulders at corners of Blackstone Pkwy and Country Club Rd. to prevent driving over landscaped corners. **LandTech provided a proposal, in packet for review.**
- Full Spectrum Lighting and Maria Elena working to finish the new lights at Country Club and Hilltop Park. **Marie Elena to provide update.**
- Trees at Hilltop Park – **Landtech provided proposal, in packet for review.**
- Weeds and native seeding – **Asked Landtech to provide a proposal for native seed spraying. Also requested that they remediate the weeds seen throughout the community. Particularly in the park areas but found throughout.**

Compliance:

- Complaint - 27799 E. Links Pl, construction / lot maintenance issues. **Settlement/tolling agreement agreed upon. Altitude to obtain signatures.**

Legal:

- Submitted approved proposals to WBA for drafting contract documents and obtaining signature from Board. **Provided signed work orders and contracts to vendors, as appropriate.**
- Sent variance request for 26869 E Irish Pl. to DRC and Altitude Law – **Pending response from Altitude Law for further review by DRC of variance request and necessary action.**

Other:

- Golf Carts:
The City of Aurora is a home-rule municipality and has authority to adopt ordinances that are intended to protect the health, safety and welfare of its citizens. The City implemented its own local laws regarding golf carts. City Code Section 134-365 prohibits the operation of neighborhood transportation vehicles (golf carts) on City streets, however, allows a very limited exception for the vicinity of Heritage Eagle Bend in designated lanes separated from motor vehicle traffic on Aurora Parkway and on Gartrell Road when posted by signage and when other requirements are met. Section 134-365 was unanimously adopted by the Aurora City Council in 2002, and subsequently revised with minor modifications.

Heritage Eagle Bend (HEB) is a privately-owned and maintained golf course community with its own age restrictions. While HEB owns and operates its own community and streets, part of its golf course is separated by a public street, making connected travel by members using golf carts difficult. As a result of citizen concerns, the City chose to adopt a more restrictive ordinance regulating golf carts citywide, but providing for a limited exception to the HEB golf course community. The City's action was a reasonable and permitted exercise of the City's police power and the ordinance is consistent with applicable state law requirements. The roadways within the Blackstone Development are all public and would not be eligible for the HEB exemption.