

**AMENDED AND RESTATED RESOLUTION OF
THE BOARD OF DIRECTORS
OF
SECOND CREEK RANCH METROPOLITAN DISTRICT
IMPOSING A LANDSCAPE REVIEW FEE AND
STATEMENT FEE FOR GREEN VALLEY RANCH EAST (AURORA)**

At a regular meeting of the Board of Directors of Second Creek Ranch Metropolitan District, Adams County, Colorado, held at 1:00 P.M., on Monday, May 18, 2026, via online meeting at <https://us06web.zoom.us/j/89469474323?pwd=AWwpunkp35CukARCHbbKuZmvHs4ogZ.1> and via telephone at Dial In: 1-719-359-4580, Meeting ID: 894 6947 4323, Passcode: 135599, at which a quorum was present, the following resolution was adopted:

WHEREAS, Second Creek Ranch Metropolitan District (the “District”) was organized and exists as metropolitan district pursuant to the provisions of Sections 32-1-101, *et seq.*, C.R.S. (the “Special District Act”); and

WHEREAS, on November 5, 1984, the Board of County Commissioners of Adams County approved the “Service Plan for Second Creek Ranch Metropolitan District” as may be amended from time to time (the “Second Creek Service Plan”) for the purpose of providing certain parameters for Second Creek to provide certain public improvements and services to and for the benefit of the properties within and without Second Creek in accordance with Special District Act and pursuant to the Second Creek Service Plan; and

WHEREAS, the District is identified as the “Operating District” in that certain Master Declaration of Covenants, Conditions and Restrictions for Green Valley Ranch East Aurora recorded at reception number 2019000108380 in the records of Adams County on December 10, 2019, as the same may be amended from time to time (the “Master Covenants”); that certain Supplemental Declaration of Covenants, Conditions, and Restrictions recorded at Reception No. 2019000108432 in the records of Adams County on December 11, 2019; that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch American Dream (Filing No. 63) recorded at Reception No. 2020000038264 in the records of Adams County on April 27, 2020; that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch Aurora Active Adult (Filing No. 1 and Amendment No. 1) recorded at Reception No. 2020000098818 in the records of Adams County on September 30, 2020; that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch Aurora Bungalows (Filing No. 1) recorded at Reception No. 2020000127310 in the records of Adams County on December 8, 2020; that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch Aurora Active Adult (Filing No. 5) recorded at Reception No. 2022000014081 in the records of Adams County on February 15, 2022; that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch Aurora Coach House (Filing No. 7) recorded at Reception No. 2023000059103 in the records of Adams County on October 18, 2023; that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch East Ascent Duets (Filing No. 22) recorded at Reception No. 2025000074477 in the records of Adams County on December 18, 2025, that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch East Coach House (Filing No. 22) recorded at Reception No. 2025000074869 in the records of Adams County on December 19, 2025; that certain Supplemental Declaration of

Covenants, Conditions, and Restrictions for Green Valley Ranch East Explorer (Filings No. 6 and 20) recorded at Reception No. 2025000074870 in the records of Adams County on December 19, 2025; and that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch East Vacaza Duets (Filing No. 21) recorded at Reception No. 2025000074868 in the records of Adams County on December 19, 2025, as the same may be amended from time to time, and other future supplement covenants under the Master Covenants (collectively, the “Supplemental Covenants”); and

WHEREAS, the District, as the Operating District under the Master Covenants and the Supplemental Covenants is responsible for certain covenant enforcement and design review related to the real property encumbered by the Master Covenants and the Supplemental Covenants and in accordance therewith adopted those certain Green Valley Ranch East Design Standards, as the same may be amended from time to time (the “Design Standards” and together with the Master Covenant and Supplemental Covenants, the “Covenants”); and

WHEREAS, the Master Covenants, Supplemental Covenants, and/or the Design Standards contain requirements for landscaping which may require covenant enforcement, design review, and/or inspection by the District; and

WHEREAS, the District has contracted with Community Resource Services of Colorado LLC, and may engage other contractors in the future (“Covenant Enforcement Entity”) to perform such covenant enforcement, design review, and inspection services (the Covenant Enforcement Services”); and

WHEREAS, the District has also contracted with Timberline Management & Consulting and with Community Resource Services of Colorado LLC, and may engage other contractors in the future (“Community Managers”) to perform management, consulting, administrative and property management services, certain of which include administrative services resulting from the sale of residential properties within portions of the Green Valley Ranch Community subject to the Covenants (the “Administrative Services” and together with the Covenant Enforcement Services, the “Services”); and

WHEREAS, on April 21, 2020, the Board of Directors of the District approved a resolution imposing a landscape design review fee in the amount of \$125.00 per home that is subject to the Covenants and which has landscaping that is not purchased from the homebuilder and therefore the design of which needs to be reviewed for compliance with the Covenants (the “Landscape Design Review Fee”) to provide then sufficient revenue for the District to perform the Services (the “2020 Landscape Design Review Fee Resolution”); and

WHEREAS, the Covenant Enforcement Entity and Community Managers have informed the District of the cost to perform the Services on behalf of the District; and

WHEREAS, pursuant to Sections 32-1-1001(1)(j) and (k), C.R.S., the District is authorized to impose and, from time to time, to increase or decrease fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the special district; and

WHEREAS, Section 32-1-1001(1)(j), C.R.S., further provides that until paid, all such fees, rates, tolls, penalties or charges shall constitute a perpetual lien on and against the property served,

which lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens; and

WHEREAS, the District has determined that it is necessary to continue to pass-through costs incurred by the Covenant Enforcement Entity and Community Managers in performing the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS SECOND CREEK RANCH METROPOLITAN DISTRICT THAT:

1. Adoption of Landscape Review Fee. The District hereby adopts a landscape review fee in the amount of \$250.00 per home that is subject to the Covenants, and which has landscaping designs which need to be reviewed for compliance with the Covenants (the "Landscape Review Fee").

2. Adoption of Statement Fee. The District hereby adopts a fee in the amount of \$250.00 per home that is subject to the Covenants to cover costs associated with the sale, including but not limited to costs to prepare and provide title requests, status letters, and perform new account set-up (the "Statement Fee," and together with the Landscape Review Fee, the "Review Fees").

3. Payment of Review Fees. The Landscape Review Fee shall be due at closing of a new home subject to the Covenants and that is purchased directly from the homebuilder and shall be non-refundable. The Statement Fee shall be due at closing of a home subject to the Covenants and shall be non-refundable.

4. Proceeds of the Landscape Review Fee. The District hereby directs that the proceeds of the Landscape Review Fee be paid directly to the District to offset the costs charged to the District for performance of covenant enforcement, design review, and/or inspection by the Covenant Enforcement Entity and/or Community Managers and any other contractor that performs the Services in the future.

5. Proceeds of the Statement Fee. The District hereby directs that the proceeds of the Statement Fee be paid directly to the Community Managers, as applicable, to cover the costs associated with the sale of a home that is subject to the Covenants, including not limited to costs to prepare and provide title requests, status letters, and perform new account set-up.

6. Interest and Penalties Imposed for Nonpayment. The District may impose such penalties for non-compliance herewith as may be permitted by law. Without limiting the foregoing, any portion of the Review Fees that are not paid in full when due may be assessed a late fee of \$15.00 per month, not to exceed 25% of the amount due, pursuant to Section 29-1-1102(3), C.R.S. Interest will also accrue on any due and unpaid Review Fees, exclusive of said assessed late fee, at the rate of 18% per annum, pursuant to Section 29-1-1102(7), C.R.S. All Review Fees, late fees, and penalty interest shall be paid in immediately available funds.

7. District Expenses of Collection. The District shall be entitled to charge property owners for all costs and expenses associated with collecting unpaid Review Fees, including attorneys' fees.

8. Status as Lien/Foreclosure. Pursuant to Section 32-1-1001(l)(j)(I), C.R.S., the Review Fees do and shall, until paid, constitute a perpetual lien against the property served which lien may, as provided and if allowed by law, be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

9. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Review Fees contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.

10. Repealer. All prior acts, orders or resolutions, or parts thereof, by the District in conflict with this Resolution are hereby repealed, including the 2020 Landscape Design Review Fee Resolution, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

11. Severability. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

12. Effective Date. This Resolution shall take effect on May 18, 2026.

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Whereupon, a motion was made and seconded, and upon a majority vote this Resolution was approved by the Board.

ADOPTED AND APPROVED this 18th day of May 2026.

**SECOND CREEK RANCH
METROPOLITAN DISTRICT**

Signed by:

Jeffrey E. Powles

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Jeffrey Powles, President

ATTEST:

Signed by:

Brandon Wyszynski

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Brandon Wyszynski, Secretary/Treasurer