

**RESOLUTION OF THE BOARDS OF DIRECTORS OF
WILDWING METROPOLITAN DISTRICT NOS. 1-5
CONCERNING THE IMPOSITION
OF DISTRICT SERVICE FEES FOR OPERATIONS AND MAINTENANCE**

THIS RESOLUTION CONCERNING THE IMPOSITION OF DISTRICT SERVICE FEES FOR OPERATIONS AND MAINTENANCE (the “Resolution”) is made and entered into by the WildWing Metropolitan District Nos. 1-5 (the “District”) to be effective as of the 17th day of November, 2021.

WHEREAS, the Districts are authorized pursuant to §32-1-1001(1)(j)(I) of the Colorado Revised Statutes (“C.R.S.”), to fix and impose fees, rates, tolls, charges and penalties for services, programs or facilities provided by the Districts which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Service Plan for the WildWing Metropolitan District Nos. 1-5 (the “Service Plan”) similarly empowers the Districts to impose fees, rates, tolls, charges and penalties for services and facilities provided by the Districts; and

WHEREAS, the Districts desire to authorize and implement the establishment of an annual fee that would encompass District Services including operations and administration fees, and district maintenance fees for provision of services and handling all type costs, expenses, and services as permitted by statute to be performed by the Districts, which would include use and service fees for facilities and amenities within the Districts (collectively referred to hereinafter as the “Service Fees”). The Service Fees will be calculated on an annual basis during the Districts’ annual budget process taking into consideration those funds traditionally and reasonably assessed for operations and maintenance, and capital reserves. The Service Fees may be charged on an annual basis against all platted lots that have the necessary utilities in place to provide all required services to qualify for a certificate of occupancy within the boundaries of a District as reflected in the attached **Exhibit A**, which may be amended from time to time; and

WHEREAS, the Service Fees will be used to pay for the Districts’ costs and expenses related to services and facilities provided by the Districts, including, but not limited to the landscaping, parks, open space, greenbelts, and recreation facilities, improvements, and services; and

WHEREAS, the Districts have decided to apply the District Service Fees to all platted lots within the Districts as that revenue will be used to offset amenities, services, facilities, and costs that benefit property owners. The Service Fee revenue will also serve to increase the Districts’ revenue stream at an earlier point in time to the benefit to the Districts’ future residents, property owners and taxpayers, by using the Service Fees rather than mill levies to help pay for these contemplated costs in the operations and administration and provision of services within or benefiting the constituents of the Districts who use its facilities and services; and

WHEREAS, the Districts have determined that it is economical and desirable to have the Districts provide management and operations services for public facilities, improvements and

infrastructure provided for the community not otherwise dedicated to the Town or another public entity. The Districts will provide for recreation-related facilities, services, and other amenities. Policies and procedures will be implemented on a periodic basis through public meetings held to review and approve any changes to guidelines, rules and regulations enacted by the Districts; and

WHEREAS, the Districts believe that imposing the Service Fees on all platted lots within the Districts, as well as the benefits and efficiencies in having the Districts undertake and perform operations, management, administration, accounting and covenant enforcement functions to the extent allowed by law, shall serve to reduce the number and amount of fees assessed against property owners, and shall be a benefit to the Districts' residents, property owners and taxpayers, and

NOW THEREFORE, the Boards of Directors of the Districts hereby RESOLVE as follows:

1. The Service Fees are permitted, pursuant to the Service Plan, to be up to One Thousand Dollars (\$1,000.00), but for 2025 it will be \$500 and subject to potential changes in the future based upon budget need of the District. The Service Fees for 2025 shall be Five Hundred dollars per year and shall be due and payable on January 1 on an annual basis and which are imposed and collected assessed against all platted lots. The District Board of Directors shall determine on an annual basis at the time of budget approval, whether to allow the payment to also be paid in two semi-annual installments to be invoiced one-half (1/2) on January 1 and one-half (1/2) on July 1. The Districts Fee Schedule shall be attached hereto as **Exhibit B** and shall be reviewed and updated on a periodic basis and the amount shall be based upon budget needs of the Districts. Service Fees will be due and owing from the owner of a platted lot. The Service Fees may be adjusted in the future based upon the Districts' annual budgets.

2. The Service Fees shall primarily be used for District facilities, services, and other legally permissible functions provided by the Districts for improvements, facilities owned, operated, and maintained by the District, and applicable services provided including but not limited to covenant enforcement, district administrative and maintenance service expenses in conjunction with services for the users, etc. Those costs of the Districts include, but are not limited to, operations and maintenance of landscaping and common areas, operations and maintenance of the park and recreation facilities and improvements, and other district operations and maintenance costs associated with maintaining the amenities, public improvements and the costs associated with the Districts assuming the ownership and operation of all facilities, improvements and services not otherwise dedicated to the Town, water district, sewer district or owners association as permitted by Colorado law. The primary purpose of the Service Fees is to allocate the cost of services to those benefitted.

3. Delinquent Charges and Collections. Delinquent account procedures and collection activities associated with District Fees are governed by the Districts' then-existing Fee Resolution and Collection Policy the form of which is attached hereto as **Exhibit C**.

4. Late Charge and Interest. Any District Service Fees assessed by the Districts which are not paid in full within thirty (30) days after the scheduled due date shall be assessed a

late charge semi-annually of fifteen dollars (\$15.00), per §29-1-1102(3), C.R.S. Pursuant to §29-1-1102(7), C.R.S., interest may also accrue on any outstanding Service Fees, exclusive of assessed late fees, at the rate of eighteen percent (18%) per annum from date due.

5. Administrative Transfer Fee. The District shall be authorized to charge an Administrative Transfer Fee in connection with all property title transfers and new accounts of the Districts. Such administrative expenses may include costs incurred related to property transfers, updates to District files, transfer letters, and status letters needed for the closing of each property within the District. The Administrative Transfer Fee shall be imposed at a rate established by the District from time to time pursuant to an annual Schedule of Fees and shall constitute the rate in effect until such Schedule of Fees is amended. All Administrative Transfer Fees established hereunder shall be due and owing from the current owner and/or seller of property upon all property title transfers and is payable to the WildWing Metropolitan Districts.

6. All Service Fees shall be due, owing, and payable to the Districts, in cash or an equivalent form made payable to “WildWing Metropolitan Districts” within 30 days of the invoiced date. In the event that any Service Fees established hereunder remains unpaid thirty-one (31) days after its respective due date, the Districts’ Legal Counsel may undertake collection efforts for any and all outstanding amounts. All collections efforts shall be made pursuant to, and in accordance with, applicable state and federal laws. The Districts’ Legal Counsel shall be entitled to assess reasonable legal fees and any related costs and expenses to the owners of any such real property for said collection efforts. All payments made by property owners shall be applied to the oldest unpaid fees and charges first upon receipt by the Districts.

7. Perpetual Lien. All Service Fees and all other fees, rates, tolls, charges, and penalties contemplated herein shall, until paid, constitute a perpetual lien on and against the property served or to be served by any improvements provided by the Districts or to be provided by the Districts within a reasonable amount of time. All such liens shall be in a senior position as against all other liens of record affecting the property served or benefited, or to be served or benefited by improvements of the District and shall run with the Property as defined in the Easements for WildWing Subdivision and/or WildWing Metropolitan District Nos. 1-5 as applicable and remain in effect as to any portion of such property on which the appropriate fee has not been paid. All liens contemplated herein may be foreclosed in any manner authorized by law at such time as the Districts may determine that fees hereunder have not been paid as required.

8. Amendment. The Districts expressly reserve the right to amend, revise, redact, waive and/or repeal this Resolution in whole or in part, from time to time in order to further the purposes of carrying on the business and services of the Districts. The foregoing shall specifically include, but not be limited to the right to adopt new policies as may be deemed necessary in the Districts’ sole discretion.

9. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

10. Validity. If any clause or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Resolution as a whole

but shall be severed here from, leaving the remaining clauses or provisions in full force and effect.

11. Effective Date. This Resolution shall be immediately effective as of the date reflected below.

12. This Resolution supersedes any and all prior Resolutions approved and adopted by the Districts concerning Service Fees. All such prior Resolutions are hereby null and void, being superseded in their entirety by this Resolution.

ADOPTED AND APPROVED to be effective as of the 14th day of November, 2024.

**WILDWING METROPOLITAN
DISTRICT NO. 1**

DocuSigned by:

John Troka

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President

**WILDWING METROPOLITAN
DISTRICT NO. 2**

DocuSigned by:

John Troka

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President

**WILDWING METROPOLITAN
DISTRICT NO. 3**

DocuSigned by:

Barbara Shaw

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President

**WILDWING METROPOLITAN
DISTRICT NO. 4**

Signed by:

Stephen D Lampo

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President

**WILDWING METROPOLITAN
DISTRICT NO. 5**

DocuSigned by:

John Troka

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President

EXHIBIT A

**Description of Property Subject to Districts Service Fees Including
Administration, Operations and Maintenance Fees
(WildWing Metropolitan District Nos. 1-5)
*(attach map of Districts)***

EXHIBIT B

District Fee and Charge Schedule WildWing Metropolitan District Nos. 1-5

*(effective as of January 1, 2025)
(to be updated on a periodic basis)*

Fee Type	Amount	Assess	Notes
Operations and Maintenance Fee	\$500	Annually on All Platted Lots	Fee is paid on all platted lots. May be paid either in one payment or in two installments, both due 30 days after its respective invoiced date.
Charge Type	Amount	Assess	Notes
Late Charge	\$15	Each time invoice past due	Up to one \$15 fee per late semi-annual installment
Property Transfer Charge	\$250	Each time per property transfer	N/A
Non-Sufficient Funds Charge	\$20	Each time per payment returned for insufficient funds	N/A

EXHIBIT C

WILDWING METROPOLITAN DISTRICT NOS. 1-5 COLLECTION POLICY

(Effective as of November 17, 2021)

The District had adopted the following collection policies:

1. *Perpetual Lien.* Pursuant to § 32-1-1001(l)(j)(I), C.R.S., all Delinquent Fees and Charges shall constitute a perpetual lien on and against the Property served by the District (the “Lien”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All Liens contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

- a. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

2. *District’s Manager Procedures.* The District’s Manager, Accountant or Billing Agent (any of which are referred to herein as the “Manager”) is responsible for collecting Fees and Charges imposed by the District against the Property. In the event payment of Fees and Charges are delinquent, the Manager may perform the procedures listed below. The Fees and Charges are considered delinquent when they have not been paid by their corresponding due date (the “Delinquent Account”):

- a. *Thirty (30) Calendar Days Past Due:* A delinquent payment “Reminder Letter” may be sent to the address of the last known owner or occupant of the Property according to the Manager’s records. In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the County Assessor’s Office (the “Assessor”) for the County in which the District is located (collectively, the “Property Address”). Said Reminder Letter may: (1) request prompt payment; (2) notify the Property owner that a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the URL address of the District’s webpage where this Resolution is displayed, if available and requested by the Board.

- b. *Sixty (60) Calendar Days Past Due:* A “Warning Letter” may be sent to the Property Address: (1) requesting prompt payment; (2) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (3) explaining that the Manager can provide a copy of the Resolution upon request. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.
- c. *Delinquent Accounts Post Warning Letter:* The District Manager shall continue to monitor the Delinquent Account until either (i) the amount of the Fees and Charges owing on such Delinquent Account are equal to or greater than the amount that would be collected under the current rate for such Fees and Charges over a one year period, or (ii) the account is more than six (6) months past due, regardless of whether the Manager has performed the tasks outlined in this Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District’s Legal Counsel (the “Legal Counsel”). At the time of such referral, the Manager may be requested to provide Legal Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.
- d. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

3. *Legal Counsel Procedures.* Upon referral of a Delinquent Account from the Manager, Legal Counsel may perform the following:

- a. *Upon Referral of the Delinquent Account From the Manager:* A “Demand Letter” may be sent to the Property Address, notifying the Property owner that the Property has been referred to Legal Counsel for further collections enforcement, including the filing of a statement of lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.
- b. *No Sooner than Thirty (30) Calendar Days from the Postmark Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the county where the Property is located (the “Clerk and Recorder”) within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.
- c. *No Sooner than Ten (10) Calendar Days from the Postmark Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due

and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all Delinquent Fees and Charges will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

- d. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

4. *Foreclosure or Bankruptcy*. In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to Legal Counsel in order to avoid unnecessary, costly and time consuming procedures. Upon referral of the Delinquent Account to Legal Counsel, Legal Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property.