

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD (“CAB”)**

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

<https://theaurorahighlands.specialdistrict.net/>

**NOTICE OF REGULAR MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper (AACMD Rep.)	President	2022/May 2025
Carla Ferreira (AACMD Rep.)	Vice President	2022/May 2025
Michael Sheldon (TAH MD Nos. 1 – 3 Rep.)	Treasurer/Asst. Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Cynthia (Cindy) Shearon (AACMD Rep.)	Assistant Secretary	2023/May 2023
Kathleen Sheldon (ATEC 1 Rep.)	Assistant Secretary	2023/May 2023
Deanna Hopper (ATEC 2 Rep.)	Assistant Secretary	2023/May 2025
Denise Denslow	Secretary	N/A

**DATE: June 16, 2022**

**TIME: 1:00 P.M.**

**PLACE: Construction Trailer (formerly Information Center)  
3900 E. 470 Beltway  
Aurora, CO 80019**

**THERE WILL BE AT LEAST ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION. THIS CAB BOARD MEETING WILL ALSO BE ACCESSIBLE BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:**

Join Zoom Meeting

<https://zoom.us/j/96576976056?pwd=NjFiQ25pVnAzSE80WFpGWnJMaTNqUT09>

Meeting ID: 965 7697 6056

Passcode: 800276

One tap mobile

1-253-215-8782,\*800276#

**I. ADMINISTRATIVE MATTERS**

- A. Present disclosures of potential conflicts of interest.
- B. Confirm Quorum, location of meeting and posting of meeting notices. Approve Agenda.

- C. Public Comment. Members of the public may express their views to the Board on matters that affect the CAB that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

## **II. CONSENT AGENDA**

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Review and consider approval of May 9, 2022 special meeting minutes and May 19, 2022 regular meeting minutes (enclosures).

## **III. FINANCIAL MATTERS**

- A. Review and consider approval of payment of claims for operating costs, in the amount of \$186,682.67 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting) (enclosure).
- B. Review and accept cash position report dated April 30, 2022, updated as of June 10, 2022 (enclosure).
- C. SECOND READING (BUDGET MATTERS)
1. Conduct Public Hearing to consider amendment (second) of the 2021 Budget and consider adoption of Resolution to Further Amend the 2021 Budget (enclosure).
- D. Discuss and consider approval of acceptance of the CAB and Aerotropolis Area Coordinating Metropolitan District (“AACMD”) Engineer’s Report and Verification of Costs Associated with Public Improvements Draw No. 48 Engineer’s Report and Verification of Costs No. 26 prepared by Schedio Group LLC (enclosure).
1. Discuss and consider approval of Project Funding Requisition No. 13, under the CAB’s Special Tax Revenue Refunding and Improvement Bonds, Series 2021A related to the CAB and AACMD Engineer’s Report and Verification of Costs Associated with Public Improvements Draw No. 48 Engineer’s Report and Verification of Costs No. 26 prepared by Schedio Group LLC (enclosure).

- E. Discuss and consider approval of acceptance of the CAB and AACMD Engineer's Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer's Report and Verification of Costs No. 8 prepared by Schedio Group LLC (enclosure).
  - 1. Discuss and consider approval of Project Funding Requisition No. 14 under the CAB's Special Tax Revenue Refunding and Improvement Bonds, Series 2021A related to the CAB and AACMD Engineer's Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer's Report and Verification of Costs No. 08 prepared by Schedio Group LLC (enclosure).
- F. Update regarding status of the CAB's proposed Special Tax Revenue Bonds, Series 2022, in the aggregate principal amount of up to \$200,000,000 (ATEC MD No. 1 / Commercial).

#### **IV. MANAGER MATTERS**

- A. Manager's Report.

#### **V. COVENANT ENFORCEMENT AND COMMUNITY ENGAGEMENT MATTERS**

- A. Update from Timberline District Consulting, LLC (enclosure):
  - 1. Website;
  - 2. Town Hall Meetings; and
  - 3. Design Guidelines / Rules and Regulations / Homeowner Handbook (enclosure).
- B. Review scope of services and fee arrangement under the Master Service Agreement for Architectural Design Consulting Services by and between the CAB and Woodley Architectural Group, Inc.

#### **VI. LEGAL MATTERS**

- A. Acknowledge acceptance of Access and Maintenance Easement Agreement from Pulte Home Company LLC for Fence and Wall Maintenance in Block 1, The Aurora Highlands Subdivision Filing No. 5.
- B. Discuss and consider adoption of Amended and Restated Resolution Adopting the Aurora Highlands Homeowner Handbook: Design Guidelines; Rules and Regulations revised as of June 1, 2022 (enclosure).
- C. Discuss and consider adoption of Resolution Setting Administrative Fees.

- D. Discuss terms of proposed Intergovernmental Agreement for the Funding and Reimbursement of Drainage Improvements by and between the CAB and Windler Public Improvement Authority.
  - 1. Authorize execution and delivery of a Letter to the City of Aurora concerning the Acceleration of Drainage Improvements, subject to approval and execution of an Intergovernmental Agreement for the Funding and Reimbursement of Drainage Improvements by and between the District and Windler Public Improvement Authority.

**VII. OTHER BUSINESS****VIII. EXECUTIVE SESSION****IX. ADJOURNMENT**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR JULY 21, 2022.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (“CAB”) HELD MAY 9, 2022

A special meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the “Board”) was convened on Monday, May 9, 2022 at 1:10 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado. The CAB Board meeting was accessible both in person at the physical meeting location, and via videoconference.

**Directors in Attendance Were:**

Matt Hopper (AACMD Rep.)  
Michael Sheldon (TAH MD Nos. 1 – 3 Rep.)  
Cynthia Shearon (AACMD Rep.)  
Kathleen Sheldon (ATEC 1 Rep.)

The absences of Director Carla Ferreira and Director Deanna Hopper were excused.

**Also in Attendance Were:**

MaryAnn McGeady, Esq. and Elisabeth A. Cortese, Esq.; McGeady Becher P.C.  
Denise Denslow and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)  
Michael Baldwin, Aliraza Hassan, and Pedro Ramos; Jefferies LLC  
Jerry Jacob and Cristina Madrigal; Timberline District Consulting, LLC (“Timberline”)  
Curren Vite; JHL Constructors, Inc.  
Kristine Lay, Esq.; Kutak Rock LLP  
Jason Burningham; Lewis Young Robertson & Burningham, Inc.

**ADMINISTRATIVE  
MATTERS**

**Disclosure of Potential Conflicts of Interest:** Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. No new conflicts were disclosed.

**Quorum/Confirmation of Meeting Location/Posting of Notice:** Director M. Hopper confirmed a quorum for the special meeting. The Board entered into a

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discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the CAB's Board meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director K. Sheldon and, upon vote, unanimously carried, the Board determined to conduct this meeting at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location of the meeting was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the CAB's boundaries have been received.

**Agenda:** The Board considered the proposed Agenda for the CAB's special meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director K. Sheldon and, upon vote, unanimously carried, the Agenda was approved, as presented.

**Public Comment:** None.

**Extension of Terms of Directors on the CAB Board of Directors, Pursuant to Section 3.4 of the Second Amended and Restated CAB Establishment Agreement:**

The Board acknowledged the extension of the terms of Directors Matthew Hopper, Carla Ferreira, and Deanna Hopper on the CAB Board of Directors, pursuant to Section 3.4 of the Second Amended and Restated CAB Establishment Agreement.

**CONSENT  
AGENDA**

None.

**FINANCIAL  
MATTERS**

**CAB's Proposed Special Tax Revenue Bonds, Series 2022, in the Aggregate Principal Amount of Up to \$200,000,000 ("2022 Bonds") (ATEC MD No. 1 / Commercial):** Attorney Lay presented various documents relative to the 2022 Bonds to the Board for consideration, noting that the Board needed to name a CAB (Authority) Representative and a CAB (Authority) Authorized Delegate under the 2022 Bond Documents. Matthew Hopper was named as the CAB Representative and Michael Sheldon was named as the CAB Authorized Delegate. The Authority Representative and Authorized Delegate were directed to consult with the Bond Committee relative to any necessary actions.

**Amended and Restated Revenue Pledge Agreement by and between the CAB and ATEC Metropolitan District No. 1 ("ATEC 1"):** Attorney Lay presented the Amended and Restated Revenue Pledge Agreement to the Board.

**SECOND READING (2022 BONDS):**

**Resolution authorizing the issuance of the CAB's 2022 Bonds, for the purpose of financing public improvements serving occupants, property**

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**owners and taxpayers within the CAB's service area and paying the costs incidental to the issuance of the 2022 Bonds; approving forms of an indenture of trust, bond purchase agreement, continuing disclosure agreement, Amended and Restated Revenue Pledge Agreement (ATEC No. 1), and other related documents and instruments; authorizing the execution and delivery thereof and performance by the CAB thereunder; appointing a CAB Representative to act on behalf of the CAB under such indenture of trust; appointing an Authorized Delegate to make certain determinations relating to the 2022 Bonds as authorized under Section 11-57-205, C.R.S.; authorizing incidental action; and establishing the effective date thereof:** Mr. Baldwin and Mr. Burningham presented the debt financing structure and the external financial advisor findings to the Board. Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board adopted the Resolution authorizing the issuance of the CAB's 2022 Bonds, for the purpose of financing public improvements serving occupants, property owners and taxpayers within the CAB's service area and paying the costs incidental to the issuance of the 2022 Bonds; approved forms of an indenture of trust, bond purchase agreement, continuing disclosure agreement, Amended and Restated Revenue Pledge Agreement (ATEC No. 1), and other related documents and instruments; authorized the execution and delivery thereof and performance by the CAB thereunder; appointed a CAB Representative (Matthew Hopper) to act on behalf of the CAB under such indenture of trust; appointed an Authorized Delegate (Michael Sheldon) to make certain determinations relating to the 2022 Bonds as authorized under Section 11-57-205, C.R.S.; authorized incidental action; and established the effective date thereof.

LEGAL MATTERS      None.

OTHER BUSINESS      None.

EXECUTIVE  
SESSION      None.

ADJOURNMENT      There being no further items before the Board, upon motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the meeting was adjourned at 1:37 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (“CAB”) HELD MAY 19, 2022

A regular meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the “Board”) was convened on Thursday, May 19, 2022 at 1:16 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado. The CAB Board meeting was accessible both in person at the physical meeting location, and via videoconference.

**Directors in Attendance Were:**

Matt Hopper (AACMD Rep.)  
Carla Ferreira (AACMD Rep.)  
Michael Sheldon (TAH MD Nos. 1 – 3 Rep.)  
Cynthia Shearon (AACMD Rep.)

The absences of Directors Kathleen Sheldon and Deanna Hopper were excused.

**Also in Attendance Were:**

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq., and Jon Hoistad, Esq.; McGeady Becher P.C.  
Denise Denslow, Shauna D’Amato, Zachary Leavitt, and Jason Carroll; CliftonLarsonAllen LLP (“CLA”)  
Jerry Jacobs, Cristina Madrigal, and Corey Pilato; Timberline District Consulting, LLC (“Timberline”)  
Aliraza Hassan; Jefferies LLC  
Hannah Harriman and Ariana Meyers; JHL Constructors, Inc.

#### **ADMINISTRATIVE MATTERS**

**Disclosure of Potential Conflicts of Interest:** Attorney Cortese discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. No new conflicts were disclosed.

**Quorum/Confirmation of Meeting Location/Posting of Notice:** Director M. Hopper confirmed a quorum for the regular meeting. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning



## RECORD OF PROCEEDINGS

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the location of the CAB's Board meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board determined to conduct this meeting at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location of the meeting was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the CAB's boundaries have been received.

**Agenda:** The Board considered the proposed Agenda for the CAB's regular meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Public Comment:** There was no public comment.

### CONSENT AGENDA

The Board considered the following actions:

#### **April 21, 2022 Special Meeting Minutes and April 27, 2022 Special Meeting Minutes**

Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board ratified and/or approved of the Consent Agenda items, as presented.

### FINANCIAL MATTERS

**Payment of Claims for Operating Costs:** Mr. Carroll reviewed the claims for operating costs with the Board. Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved the payment of claims for operating costs, in the amount of \$221,592.37.

**Cash Position Report dated March 31, 2022, updated as of May 13, 2022:** Mr. Carroll reviewed the Cash Position Report with the Board. Following review, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board accepted the Cash Position Report dated March 31, 2022, updated as of May 13, 2022.

**CAB and Aerotropolis Area Coordinating Metropolitan District ("AACMD") Engineer's Report and Verification of Costs Associated with Public Improvements Draw No. 47 Engineer's Report and Verification of Costs No. 25 prepared by Schedio Group LLC ("Engineer's Report No. 25"):** Following review and discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved Engineer's Report No. 25.

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**Project Funding Requisition No. 11, under the CAB's Special Tax Revenue Refunding and Improvement Bonds, Series 2021A related to Engineer's Report No. 25:** Following review and discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved Project Funding Requisition No. 11, under the CAB's Special Tax Revenue Refunding and Improvement Bonds, Series 2021A related to Engineer's Report No. 25.

**CAB and AACMD Engineer's Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer's Report and Verification of Costs No. 7 prepared by Schedio Group LLC ("Engineer's In-Tract Report No. 7"):** Following review and discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved Engineer's In-Tract Report No. 7.

**Project Funding Requisition No. 12 under the CAB's Special Tax Revenue Refunding and Improvement Bonds, Series 2021A related to the Engineer's In-Tract Report No. 7:** Following review and discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved Project Funding Requisition No. 12 under the CAB's Special Tax Revenue Refunding and Improvement Bonds, Series 2021A related to Engineer's In-Tract Report No. 7.

### **FIRST READING (BUDGET MATTERS):**

**Amendment to 2021 Budget:** Mr. Carroll discussed the need for an additional amendment to the 2021 budget.

**First Reading, and placement of consideration of approval of the proposed Second Amendment to the 2021 Budget on the Agenda for a Second Reading during the Public Hearing to be held on the proposed Second Amendment to the 2021 Budget on June 16, 2022 at 1:00 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom:** Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board approved the proposed Second Amendment to the 2021 Budget, on First Reading, and directed that the 2021 Budget Amendment be advanced for a Second Reading during the Public Hearing to be held on June 16, 2022 at 1:00 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom.

**MANAGER  
MATTERS**

**Manager's Report:** There was no report.

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### COMMUNITY MANAGEMENT AND COVENANT ENFORCEMENT MATTERS

**Update from Timberline:** Mr. Jacobs updated the Board regarding various community management and covenant enforcement matters.

**Website:** Mr. Jacobs provided an update, noting that the new CAB / district website is up and running. He will coordinate with Director Ferreira regarding any edits or suggestions and will coordinate the transition meeting with Turn Corps.

**Town Hall Meetings:** Mr. Jacobs updated the Board on the event scheduled for that evening.

**Design Guidelines / Rules and Regulations:** Mr. Jacobs reported that proposed revisions to the CAB's Design Guidelines were provided to the covenant attorney for review.

**Engagement of Architect:** The Board took no action on this matter.

### LEGAL MATTERS

**Second Amended and Restated Inclusion Agreement (Aurora Tech Center Development, LLC/Property East of Powhaton) by and among the District and Aurora Tech Center Development, LLC:** Attorney Hoistad reviewed the Agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board approved the Second Amended and Restated Inclusion Agreement (Aurora Tech Center Development, LLC/Property East of Powhaton) by and among the District and Aurora Tech Center Development, LLC.

**Second Amended and Restated Inclusion Agreement (GVR King Commercial LLC/Aurora Tech Center Development, LLC/Property East of Powhaton) by and among the District, GVR King Commercial LLC and Aurora Tech Center Development, LLC:** Attorney Hoistad reviewed the Agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board approved the Second Amended and Restated Inclusion Agreement (GVR King Commercial LLC/Aurora Tech Center Development, LLC/Property East of Powhaton) by and among the District, GVR King Commercial LLC and Aurora Tech Center Development, LLC.

**Third Amended and Restated Inclusion Agreement (Aerotropolis Industrial Development, LLC/Property East of Powhaton) by and among the District and Aerotropolis Industrial Development, LLC:** Attorney Hoistad reviewed the Agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board approved the Third Amended and Restated Inclusion Agreement (Aerotropolis Industrial Development, LLC/Property East of Powhaton) by and

## RECORD OF PROCEEDINGS

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among the District and Aerotropolis Industrial Development, LLC.

**Agreement for the Dedication and Acceptance of Public Improvements by and between the CAB and Century Communities:** Attorney McGeady reviewed the Agreement with the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board approved the Agreement for the Dedication and Acceptance of Public Improvements by and between the CAB and Century Communities.

**Amended and Restated Resolution of the Board of Directors of the CAB Adopting the Policies and Procedures Governing the Enforcement of the Master Declaration of Covenants, Conditions, and Restrictions for the Aurora Highlands:** Attorney Hoistad reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board adopted the Amended and Restated Resolution of the Board of Directors of the CAB Adopting the Policies and Procedures Governing the Enforcement of the Master Declaration of Covenants, Conditions, and Restrictions for the Aurora Highlands.

### OTHER BUSINESS

**Public Display of Awareness:** Director Ferreira presented to the Board the Public Display of Awareness that the Art Construction Committee had decided upon, noting that these installations are not permanent, but that she will make sure they are installed in a way so that they can be made permanent, if so desired. It was noted that the poles and installation are not included in the total pricing. Director M. Hopper requested that when installed, extra efforts be made to ensure that the signs are secure and not easy to steal.

Director Ferreira requested that the Board choose a color for the signs. Following discussion, the Board decided on neon yellow as the color would be most visible at night.

### EXECUTIVE SESSION

None.

### ADJOURNMENT

There being no further items before the Board, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried, the meeting was adjourned at 2:07 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

**The Aurora Highlands CAB**  
**Check List**

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All Bank Accounts  
June 10, 2022

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
1123	06/10/22	Aurora Water	13,693.65
1124	06/10/22	CliftonLarsonAllen LLP	80,646.14
1125	06/10/22	CO Department of Public Health	135.00
1126	06/10/22	Gift Baskets Unlimited Inc.	1,311.00
1127	06/10/22	McGeady Becher P.C.	57,561.01
1128	06/10/22	Radiant Lighting Services, Inc	275.00
1129	06/10/22	Suter Media Relations	2,500.00
1130	06/10/22	Timberline District Consulting LLC	21,398.07
1131	06/10/22	Turn Corp	4,031.25
1132	06/10/22	Waste Management	3,175.75
1133	06/10/22	Xcel Energy	580.80
1134	06/10/22	Zoom Aerial Photography, LLC	1,375.00
<b>Vendor Check Total</b>			<u>186,682.67</u>
<b>Check List Total</b>			<u><u>186,682.67</u></u>

Check count = 12

# The Aurora Highlands CAB

## Cash Requirement Report - Detailed

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All Dates

GL Account	Description		Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>AUROR Aurora Water</b>						
Reference:	518701-188894	Date:	05/23/22	Discount exp date:		
GL AP account:	102500	Due date:	05/23/22	Payment term:		
107702	Irrigation/Water - Aurora Water		<u>61.11</u>			
	Totals		61.11	0.00	61.11	61.11
Reference:	518701-188816	Date:	05/23/22	Discount exp date:		
GL AP account:	102500	Due date:	05/23/22	Payment term:		
107702	Irrigation/Water - Aurora Water		<u>10,471.91</u>			
	Totals		10,471.91	0.00	10,471.91	10,471.91
Reference:	518701-188818	Date:	05/23/22	Discount exp date:		
GL AP account:	102500	Due date:	05/23/22	Payment term:		
107702	Irrigation/Water - Aurora Water		<u>3,160.63</u>			
	Totals		3,160.63	0.00	3,160.63	3,160.63
	<b>Totals for Aurora Water</b>		<u>13,693.65</u>	<u>0.00</u>	<u>13,693.65</u>	<u>13,693.65</u>
<b>CDPHE CO Department of Public Health</b>						
Reference:	WC221122530	Date:	05/24/22	Discount exp date:		
GL AP account:	102500	Due date:	05/24/22	Payment term:		
107350	Dues and Licenses - CO Department of Public Health		<u>135.00</u>			
	Totals		135.00	0.00	135.00	135.00
	<b>Totals for CO Department of Public Health</b>		<u>135.00</u>	<u>0.00</u>	<u>135.00</u>	<u>135.00</u>
<b>CLA CliftonLarsonAllen LLP</b>						
Reference:	3278174	Date:	03/31/22	Discount exp date:		
GL AP account:	102500	Due date:	03/31/22	Payment term:		
107441	District Management - Accounting-TAHCAB		<u>8,864.79</u>			
	Totals		8,864.79	0.00	8,864.79	8,864.79
Reference:	3281965	Date:	04/30/22	Discount exp date:		
GL AP account:	102500	Due date:	04/30/22	Payment term:		
101241	Due from FCR - Accounting		<u>707.70</u>			
	Totals		707.70	0.00	707.70	707.70
Reference:	3282243	Date:	04/30/22	Discount exp date:		
GL AP account:	102500	Due date:	04/30/22	Payment term:		
101241	Due from FCR - Management		<u>1,541.66</u>			
	Totals		1,541.66	0.00	1,541.66	1,541.66
Reference:	3283717	Date:	04/30/22	Discount exp date:		
GL AP account:	102500	Due date:	04/30/22	Payment term:		
107441	District Management - Accounting-ATEC1		<u>3,395.70</u>			
	Totals		3,395.70	0.00	3,395.70	3,395.70
Reference:	3281858	Date:	04/30/22	Discount exp date:		
GL AP account:	102500	Due date:	04/30/22	Payment term:		
107000	Accounting - CliftonLarsonAllen LLP-ATEC1		<u>1,524.60</u>			
	Totals		1,524.60	0.00	1,524.60	1,524.60
Reference:	3283716	Date:	04/30/22	Discount exp date:		
GL AP account:	102500	Due date:	04/30/22	Payment term:		

# The Aurora Highlands CAB

## Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
107441	District Management - Accounting-TAHMD1	<u>3,882.64</u>			
	Totals	3,882.64	0.00	3,882.64	3,882.64
Reference:	3281861	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-TAHMD1	<u>912.45</u>			
	Totals	912.45	0.00	912.45	912.45
Reference:	3281966	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
101242	Due from GVA - Accounting	<u>502.69</u>			
	Totals	502.69	0.00	502.69	502.69
Reference:	3282199	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
101242	Due from GVA - Accounting	<u>805.35</u>			
	Totals	805.35	0.00	805.35	805.35
Reference:	3281992	Date:	04/30/22	Discount exp date:	
GL AP account:	302500	Due date:	04/30/22	Payment term:	
307000	Accounting - CliftonLarsonAllen LLP-TAHCAB	<u>689.59</u>			
	Totals	689.59	0.00	689.59	689.59
Reference:	3281855	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	<u>13,802.95</u>			
	Totals	13,802.95	0.00	13,802.95	13,802.95
Reference:	3286362	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
107441	District Management - Accounting	<u>7,294.55</u>			
	Totals	7,294.55	0.00	7,294.55	7,294.55
Reference:	3281992	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-TAHCAB	<u>11,755.58</u>			
	Totals	11,755.58	0.00	11,755.58	11,755.58
Reference:	3282567	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
107446	Billing & Fee Collection - Accounting-TAHCAB	<u>2,098.06</u>			
	Totals	2,098.06	0.00	2,098.06	2,098.06
Reference:	3286197	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
107441	District Management - Accounting-TAHCAB	<u>10,786.85</u>			
	Totals	10,786.85	0.00	10,786.85	10,786.85
Reference:	3310982	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-TAHMD1	<u>458.33</u>			
	Totals	458.33	0.00	458.33	458.33
Reference:	3310979	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP - AACMD	<u>11,622.65</u>			
	Totals	11,622.65	0.00	11,622.65	11,622.65

# The Aurora Highlands CAB

## Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>Totals for CliftonLarsonAllen LLP</b>		<u>80,646.14</u>	<u>0.00</u>	<u>80,646.14</u>	<u>80,646.14</u>
<b>Gift Bas</b>	<b>Gift Baskets Unlimited Inc.</b>				
Reference:	1493	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107250	Community relations - Gift Baskets Unlimited Inc.	<u>1,311.00</u>			
	Totals	1,311.00	0.00	1,311.00	1,311.00
<b>Totals for Gift Baskets Unlimited Inc.</b>		<u>1,311.00</u>	<u>0.00</u>	<u>1,311.00</u>	<u>1,311.00</u>
<b>McGeady</b>	<b>McGeady Becher P.C.</b>				
Reference:	1302M APR22	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
101241	Due from FCR - McGeady Becher P.C.-FCR	<u>3,101.03</u>			
	Totals	3,101.03	0.00	3,101.03	3,101.03
Reference:	1301M APR22	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
101242	Due from GVA - McGeady Becher P.C.	<u>80.62</u>			
	Totals	80.62	0.00	80.62	80.62
Reference:	1297M MAY22	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107460	Legal - McGeady Becher P.C.	<u>198.06</u>			
	Totals	198.06	0.00	198.06	198.06
Reference:	1397M MAY22	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307460	Legal - McGeady Becher P.C.-CAB	<u>22,403.00</u>			
	Totals	22,403.00	0.00	22,403.00	22,403.00
Reference:	1397M MAY22	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107581	Election Expense - McGeady Becher P.C.	48.00			
107460	Legal - McGeady Becher P.C.	<u>31,730.30</u>			
	Totals	31,778.30	0.00	31,778.30	31,778.30
<b>Totals for McGeady Becher P.C.</b>		<u>57,561.01</u>	<u>0.00</u>	<u>57,561.01</u>	<u>57,561.01</u>
<b>Rad</b>	<b>Radiant Lighting Services, Inc</b>				
Reference:	9305A	Date:	01/01/22	Discount exp date:	
GL AP account:	102500	Due date:	01/01/22	Payment term:	
107480	Miscellaneous - Radiant Lighting Services, Inc	<u>275.00</u>			
	Totals	275.00	0.00	275.00	275.00
<b>Totals for Radiant Lighting Services, Inc</b>		<u>275.00</u>	<u>0.00</u>	<u>275.00</u>	<u>275.00</u>
<b>SUTER</b>	<b>Suter Media Relations</b>				
Reference:	AHCAB 06.22	Date:	06/30/22	Discount exp date:	
GL AP account:	102500	Due date:	06/30/22	Payment term:	
107580	Media relations - Suter Media Relations	<u>2,500.00</u>			
	Totals	2,500.00	0.00	2,500.00	2,500.00



# The Aurora Highlands CAB

## Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>Totals for Suter Media Relations</b>		<u>2,500.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>2,500.00</u>
<b>Timb</b>	<b>Timberline District Consulting LLC</b>				
Reference:	1905-22	Date:	04/30/22	Discount exp date:	
GL AP account:	102500	Due date:	04/30/22	Payment term:	
107440	Community Management - Timberline District Consulting LLC	21,238.36			
107440	Community Management - Timberline District Consulting LLC-Mileage	<u>159.71</u>			
	Totals	21,398.07	0.00	21,398.07	21,398.07
<b>Totals for Timberline District Consulting LLC</b>		<u>21,398.07</u>	<u>0.00</u>	<u>21,398.07</u>	<u>21,398.07</u>
<b>Turn</b>	<b>Turn Corp</b>				
Reference:	1290	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
107580	Media relations - Turn Corp	<u>3,171.25</u>			
	Totals	3,171.25	0.00	3,171.25	3,171.25
Reference:	1321	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107580	Media relations - Turn Corp	<u>860.00</u>			
	Totals	860.00	0.00	860.00	860.00
<b>Totals for Turn Corp</b>		<u>4,031.25</u>	<u>0.00</u>	<u>4,031.25</u>	<u>4,031.25</u>
<b>Waste Manag</b>	<b>Waste Management</b>				
Reference:	23-95433-43001	Date:	06/30/22	Discount exp date:	
GL AP account:	102500	Due date:	06/30/22	Payment term:	
107711	Trash and Recycling - Waste Management	<u>3,175.75</u>			
	Totals	3,175.75	0.00	3,175.75	3,175.75
<b>Totals for Waste Management</b>		<u>3,175.75</u>	<u>0.00</u>	<u>3,175.75</u>	<u>3,175.75</u>
<b>XCEL</b>	<b>Xcel Energy</b>				
Reference:	53-0013498620-9	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107703	Electricity - Xcel Energy	<u>159.55</u>			
	Totals	159.55	0.00	159.55	159.55
Reference:	53-0013498629-8	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107703	Electricity - Xcel Energy	<u>140.09</u>			
	Totals	140.09	0.00	140.09	140.09
Reference:	53-0013498624-3	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107703	Electricity - Xcel Energy	<u>95.97</u>			
	Totals	95.97	0.00	95.97	95.97
Reference:	53-0013612835-2	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107703	Electricity - Xcel Energy	<u>150.89</u>			
	Totals	150.89	0.00	150.89	150.89

# The Aurora Highlands CAB

## Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference:	53-0013646868-2	Date:	05/31/22	Discount exp date:	
GL AP account:	102500	Due date:	05/31/22	Payment term:	
107703	Electricity - Xcel Energy	<u>34.30</u>			
	Totals	34.30	0.00	34.30	34.30
	<b>Totals for Xcel Energy</b>	<u>580.80</u>	<u>0.00</u>	<u>580.80</u>	<u>580.80</u>
<b>Zoom</b>	<b>Zoom Aerial Photography, LLC</b>				
Reference:	22-7864	Date:	05/27/22	Discount exp date:	
GL AP account:	102500	Due date:	05/27/22	Payment term:	
107480	Miscellaneous - Zoom Aerial Photography, LLC	<u>1,375.00</u>			
	Totals	1,375.00	0.00	1,375.00	1,375.00
	<b>Totals for Zoom Aerial Photography, LLC</b>	<u>1,375.00</u>	<u>0.00</u>	<u>1,375.00</u>	<u>1,375.00</u>
	<b>Company Totals</b>	<u>186,682.67</u>	<u>0.00</u>	<u>186,682.67</u>	<u>186,682.67</u>

GF Total - \$163,590.08  
 CPF Total- \$23,092.59

## THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

## Schedule of Cash Position

April 30, 2022

Updated as of

June 10, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b>1st Bank XX6684</b>				
Balance as of 04/30/22	\$ 2,183,520.20	\$ -	\$ -	\$ 2,183,520.20
5/1/2022 Reverse cash allocation	3,052.35	(2,625.00)	(427.35)	-
5/4/2022 Transfer from TAHMD No.1	94,493.60	-	-	94,493.60
5/4/2022 Transfer from First Creek Ranch	33,380.11	-	-	33,380.11
5/9/2022 Developer Reimbursement Draw 46	-	-	2,993.56	2,993.56
5/13/2022 Checks 1111-1121	(397,264.54)	-	(49,531.00)	(446,795.54)
5/13/2022 Void Check 1121	230,157.87	-	-	230,157.87
5/19/2022 Check 1122 to CLA	(5,544.53)	-	-	(5,544.53)
5/24/2022 Transfer to AACMD- Draw 46,47 Developer Costs	-	-	(5,987.12)	(5,987.12)
5/24/2022 Transfer from AACMD	2,075.00	-	49,958.35	52,033.35
5/31/2022 May Administrative/Maintenance Fee	7,631.06	-	-	7,631.06
5/31/2022 May Administrative/Maintenance Fee In-Transit	853.71	-	-	853.71
6/10/2022 Deposit In-Transit- Design Review fee	15,000.00	-	-	15,000.00
6/10/2022 Administrative/Maintenance fees	4,866.29	-	-	4,866.29
Anticipated Transfer to ARTA	(1,801.69)	-	-	(1,801.69)
Anticipated Online Pmts to Xcel	(2,644.82)	-	-	(2,644.82)
Anticipated Admin Checks	(163,590.08)	-	(23,092.59)	(186,682.67)
Anticipated Transfer to/from ACCMD	-	-	23,092.59	23,092.59
Anticipated Transfer to AACMD Draw 48	-	-	(212,023.86)	(212,023.86)
Anticipated Transfer from GF	(1,870.00)	1,870.00	-	-
Anticipated transfer from COI	-	755.00	-	755.00
Anticipated Developer Reimbursement Draw 48	-	-	212,023.86	212,023.86
Anticipated Developer Reimbursement Draw 47	-	-	2,993.56	2,993.56
Anticipated Balance	\$ 2,002,314.53	\$ -	\$ -	\$ 2,002,314.53
<b>Zions Bank - 2021A Project Fund</b>				
Balance as of 04/30/22	\$ -	\$ -	\$ 148,283,417.98	\$ 148,283,417.98
5/26/2022 Requisition No.12			(3,289,107.32)	(3,289,107.32)
Anticipated Requisition No. 13	-	-	(2,910,826.92)	(2,910,826.92)
Anticipated Requisition No. 14	-	-	(1,382,543.55)	(1,382,543.55)
Anticipated Balance	\$ -	\$ -	\$ 140,700,940.19	\$ 140,700,940.19
<b>Zions Bank - 2021A Revenue Fund</b>				
Balance as of 04/30/22	\$ -	\$ 135,000.39	\$ -	\$ 135,000.39
Subsequent activities:				
5/6/2022 Transfer from AACMD Pledged Revenues	-	45,000.00	-	45,000.00
Anticipated Balance	\$ -	\$ 180,000.39	\$ -	\$ 180,000.39
<b>Zions Bank - 2021A COI Fund</b>				
Balance as of 04/30/22	\$ -	\$ 755.00	\$ -	\$ 755.00
Anticipated Transfer to 1st Bank	-	(755.00)	-	(755.00)
Anticipated Balance	\$ -	\$ -	\$ -	\$ -
Grand total	\$ 2,002,314.53	\$ 180,000.39	\$ 140,700,940.19	\$ 142,883,255.11

**RESOLUTION NO. 2022-06-01**

**RESOLUTION TO FURTHER AMEND BUDGET**

**RESOLUTION OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
TO FURTHER AMEND THE 2021 BUDGET**

Pursuant to Section 29-1-109, C.R.S., the Board of Directors of The Aurora Highlands Community Authority Board (the “**CAB**”), hereby certifies that a special meeting of the Board of Directors of the CAB, was held on November 23, 2020, at the Information Center, 3900 E-470 Beltway, Aurora, Colorado 80019 and via Zoom video / telephone conference.

A. At such meeting, the Board of Directors of the CAB adopted that certain Resolution No. 2020-11-02 to Adopt Budget appropriating funds for the fiscal year 2021 as follows:

General Fund	\$ 1,238,750
Debt Service Fund	\$ 837,500
Capital Projects Fund	\$41,381,959

B. The Board of Directors of the District previously amended the budget for fiscal year 2021 on November 18, 2021, as follows:

Debt Service Fund	\$490,342,500
Capital Projects Fund	\$ 56,450,000

C. The necessity has arisen for additional Capital Projects Fund appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2021.

D. The source and amount of revenues for such expenditures, the purposes for which such revenues are being appropriated, and the fund(s) which shall make such supplemental expenditures are described on **Exhibit A**, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CAB shall and hereby does amend the budget for the fiscal year 2021 as follows:

Capital Projects Fund	\$ 76,500,000
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BE IT FURTHER RESOLVED, that such sums are hereby appropriated from unexpected revenues available to the CAB to the Capital Projects Fund for the purposes stated.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION OF THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD TO FURTHER AMEND THE 2021 BUDGET]**

RESOLUTION APPROVED AND ADOPTED ON JUNE 16, 2022.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

**EXHIBIT A**

## Original and Amended Budget Appropriations

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
CAPITAL PROJECTS FUND  
2021 AMENDED BUDGET**

	BUDGET 2021	FIRST AMENDMENT	SECOND AMENDMENT
BEGINNING FUND BALANCE	\$ 376,161	\$ 305,005	\$ 305,004
REVENUES			
2020A Bond draws	41,000,000	28,000,000	28,000,000
2020B Bond draws	-	5,200,000	5,200,000
Developer advance	-	836,900	6,618,088
Other revenue	5,798	-	-
Total revenues	41,005,798	34,036,900	39,818,088
TRANSFERS IN			
Transfer from other funds	-	350,800,000	350,800,000
Total funds available	41,381,959	385,141,905	390,923,092
EXPENDITURES			
General and Administration			
Accounting	-	5,000	5,000
Legal	-	258,000	258,000
Cost of Issuance	1,144,832	650,000	660,000
Capital Projects			
Intergovernmental Expense- AACMD Construction	40,000,000	50,200,000	41,386,454
Intergovernmental Expense- AACMD Construction Reserve	-	-	2,000,000
Intergovernmental Expense- AACMD ARTA	-	-	6,192,500
Intergovernmental Expense- AACMD Developer	-	-	671,046
Capital outlay- In-Tract	-	-	6,000,000
Repay developer advance interest	-	1,400,000	900,000
Repay developer advance	-	3,700,000	9,314,244
Contingency	237,127	72,000	9,112,756
Total expenditures	41,381,959	56,285,000	76,500,000
TRANSFERS OUT			
Transfer to other funds	-	165,000	-
Total expenditures and transfers out requiring appropriation	41,381,959	56,450,000	76,500,000
ENDING FUND BALANCE	\$ -	\$ 328,691,905	\$ 314,423,092

No assurance provided. See summary of significant assumptions.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD  
AND  
AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT**

**ENGINEER'S REPORT AND VERIFICATION OF COSTS  
ASSOCIATED WITH PUBLIC IMPROVEMENTS**

**Draw No. 48**

PREPARED BY:

SCHEDIO GROUP LLC  
809 14<sup>TH</sup> STREET, SUITE A  
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY  
STATE OF COLORADO  
LICENSE NO. 44349

DATE PREPARED: June 7, 2022

CLIENT NO.: 181106

PROJECT: AACMD (SPINE)

Engineer's Report and Verification of Costs No. 26



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## ENGINEER'S REPORT

### INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "District") on December 11, 2018. Task Order 01 AACMD/ARTA - Cost Verification was approved on December 19, 2018. This Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is Schedio Group's 26th deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

Per the *Amended and Restated Capital Construction and Reimbursement Agreement* ("CCRA") entered into on December 22, 2021, between The Aurora Highlands Community Authority Board and Aurora Highlands, LLC, a Nevada limited liability company ("Developer"):

Section N: "It is the intent of the CAB that AH LLC continue to be reimbursed for Verified Costs of the Improvements and AH Advances (collectively Verified Costs of the Improvements and AH Advances are referred to herein as "AH Reimbursements"), and to set forth the terms for such reimbursement." See Article II, Section 2.1 of the CCRA for pertaining to AH Reimbursements.

Per the *Agreement Regarding Coordination of Facilities Funding for ATEC Development Area* ("ATEC Agreement") entered into on December 22, 2021, between the Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC ("ATEC"):

Recitals: Section F: "In order for the Property to be developed, the public improvements that are a part of the Long Term Capital Improvement Plan, which includes the public improvements that will support the development of the Property, (the "ATEC Improvements") must be designed, funded, acquired, constructed or installed."

Recitals: Section G: "It is anticipated that the proceeds of CAB Obligations will include, as issued in the discretion of the CAB from time to time, proceeds to be used to fund the ATEC Improvements."

This Report consists of a review of costs incurred, and verification of costs associated with the design and construction of Public Improvements. Accrued interest is not considered in this report.

### SUMMARY OF FINDINGS

Schedio Group reviewed \$3,300,542.27 of incurred expenses associated with Draw Request No. 48. Of the \$3,300,542.27 reviewed, Schedio Group verified \$3,088,518.41 as being associated with the design and construction of Public Improvements. Of the verified amount, \$2,747,695.18 is associated with TAH CAB/Spine Costs, \$133,879.24 with AH In Tract Costs, \$29,252.50 with AF ATEC Spine Costs ("ATEC Spine"), and \$177,691.49 with Aerotropolis Regional Transportation Authority Costs ("ARTA"). As costs associated with ARTA are reviewed and verified separately, they will not be included in this Report.

In summary, the total amount verified associated with TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs is **\$2,910,826.92**.

For a summary of verified expenses associated with the design and construction of Public Improvements for TAH CAB/Spine Costs, AH In Tract Costs and AF ATEC Spine Costs, please see *Figure 1 – Summary of Verified Expenses* for TAH CAB/Spine Costs, AH In Tract Costs and AF ATEC Spine Costs below and attached *Exhibit A – Summary of Costs Reviewed (by Job Code and by Vendor)*.

	DRAW 48	DEVELOPER DRAW 48	TAH CAB/SPINE & AH IN TRACT DRAW 48			AF ATEC SPINE DRAW 48	TAH CAB/SPINE + AH IN TRACT + AF ATEC SPINE DRAW 48	ARTA DRAW 48	TOTAL DRAW 48
	REVIEWED AMT	PRIVATE AMT	VERIFIED AMT (SPINE)	VERIFIED AMT (IN TRACT)	VERIFIED AMT (SPINE + IN TRACT)	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT
TOTALS -->	\$ 3,300,542.27	\$ 212,023.86	\$ 2,747,695.18	\$ 133,879.24	\$ 2,881,574.42	\$ 29,252.50	\$ 2,910,826.92	\$ 177,691.49	\$ 3,088,518.41

*Figure 1 - Summary of Verified Expenses for TAH CAB/Spine Costs, AH In Tract Costs and AF ATEC Spine Costs*

## DETERMINATION OF PUBLIC PRORATION PERCENTAGE

As final plats are not available for the entire the Aurora Highlands ("AH") development at the time of this report, Schedio Group was unable to calculate an area-based Public Proration Percentage for application to expenditures with both public and private components. Instead, Schedio Group requested an estimate of Public Area compared to Total Area as a percentage from Norris Design, the planner for the Aurora Highlands development. As a result, Norris Design provided an estimated Public Proration Percentage of 40% for the entire AH development. Schedio Group and Norris Design reserve the right to revise the project's Public Proration Percentage should additional information become available that would warrant such and either credit or debit the verified amount to date at that time.

## VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

## VERIFICATION OF PAYMENTS

As Draw No. 47 will be ratified during an upcoming board meeting, vendors have not yet received payment for services rendered as of the date of this report.

## VERIFICATION OF CONSTRUCTION

Schedio Group LLC performed a site visit on June 3, 2022. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

## SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.

Various job code changes were implemented between Draw 26 and Draw 48. These job code changes were determined by others (developer, program manager, construction manager, etc.). Schedio Group was not involved in determining the job code changes. Schedio Group has incorporated the job code changes into Draw 47. As a result of the job code changes, historical and current verified dollar amounts have, in some cases, shifted from one job code (project segment) to another job code (project segment), which has caused ARTA's financial obligation to change per the following agreements:

- Intergovernmental Agreement Among The Board Of County Commissioners Of The County Of Adams, The City of Aurora And The Aerotropolis Area Coordinating Metropolitan District Establishing The Aerotropolis Regional Transportation Authority, prepared by McGeady Becher P.C. and dated February 27, 2018

- Intergovernmental Agreement Regarding Design and Construction of The Aurora Highlands Parkway Among Aerotropolis Area Coordinating Metropolitan District and Aerotropolis Regional Transportation Authority, prepared by McGeady Becher P.C. and dated August 12, 2020

Schedio Group has been reviewing, and will continue to review, details associated with the cost code changes. Based on our reviews to date, Schedio Group has no reason to doubt the validity of the cost code changes. Schedio Group reserves the right to revise any verified amount(s) and its(their) respective assignment to a Cost Code or Job Code throughout the review process.

## ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and verification of costs associated with the design and construction of Public Improvements of similar type and function as those described in the attached Engineer's Report dated June 7, 2022.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report, from September 30, 2020 (date of CTL Thompson Invoice No. 557587) to June 1, 2022 (date of OxBlue Invoice No. 477889), are reasonably valued at **\$2,910,826.92**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect, and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for reimbursement from Aerotropolis Area Metropolitan Coordinating District to Aurora Highlands, LLC, a Nevada limited liability company.



June 7, 2022

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**Timothy A. McCarthy, P.E.**

**Colorado License No. 44349**

## **EXHIBIT A**

### **SUMMARY OF COSTS REVIEWED**

# SUMMARY OF COSTS REVIEWED BY JOB CODE

31

JOB CODE	JOB CODE DESCRIPTION	TOTAL DRAW 48	DEVELOPER DRAW 48	TAH CAB/SPINE DRAW 48	AH IN TRACT DRAW 48	ARTA DRAW 48	AF ATEC SPINE DRAW 48
101	Overall Project (Non Specific)	\$ 658,149.30	\$ 209,030.30	\$ 321,515.87	\$ 109,219.03	\$ 18,384.10	\$ -
102	Mass Grading	\$ 486,468.79	\$ -	\$ 486,468.79	\$ -	\$ -	\$ -
104	Engineer's Report and Verification of Costs	\$ 21,022.25	\$ -	\$ 15,688.25	\$ -	\$ 5,334.00	\$ -
140	ISP (Phase 1)	\$ 1,815.00	\$ -	\$ 1,815.00	\$ -	\$ -	\$ -
142	ISP (Phase 3)	\$ 2,220.00	\$ -	\$ 2,220.00	\$ -	\$ -	\$ -
143	ISP (Phase 4)	\$ 9,419.36	\$ -	\$ 9,419.36	\$ -	\$ -	\$ -
144	32nd Avenue Phase 1	\$ 6,055.88	\$ -	\$ 6,055.88	\$ -	\$ -	\$ -
145	32nd Avenue Phase 2	\$ 3,556.62	\$ -	\$ 3,556.62	\$ -	\$ -	\$ -
200	Demolition	\$ 187,178.99	\$ -	\$ 187,178.99	\$ -	\$ -	\$ -
204	Monument (Phase 2)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
210	E470 Interchange (Phase 1)	\$ 7,438.50	\$ -	\$ -	\$ -	\$ 7,438.50	\$ -
220	Main St (26th Ave -TAH Pkwy)	\$ 83,646.83	\$ -	\$ 83,646.83	\$ -	\$ -	\$ -
221	Main St (TAH Pkwy-42nd Ave)	\$ 185,664.08	\$ -	\$ 185,664.08	\$ -	\$ -	\$ -
230	Denali Blvd (TAH Pkwy to 42nd Ave)	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
231	Denali Blvd (42nd Ave - 48th Ave)	\$ 7,293.57	\$ -	\$ 7,293.57	\$ -	\$ -	\$ -
241	TAH Parkway (Main St-Denali Blvd)	\$ 302,683.43	\$ -	\$ 175,556.40	\$ -	\$ 127,127.03	\$ -
244	TAH Parkway (30th-26th)	\$ 11,044.21	\$ -	\$ 6,405.65	\$ -	\$ 4,638.56	\$ -
246	38th Ave (Himalaya St to E470) North	\$ 13,118.05	\$ -	\$ -	\$ -	\$ 13,118.05	\$ -
247	38th Ave (Himalaya St to E470) South	\$ 601.25	\$ -	\$ -	\$ -	\$ 601.25	\$ -
248	38th Pkwy (Powhatan Rd to Monaghan Rd)	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00
249	38th Pkwy (TAH Pkwy to Powhatan Rd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
250	42nd Ave (Main St-Denali Blvd)	\$ 12,725.04	\$ -	\$ 12,725.04	\$ -	\$ -	\$ -
251	42nd Ave (Denali Blvd-School)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
252	42nd Ave (School-Reserve Blvd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
260	Reserve Blvd (42nd Ave - TAH Pkwy)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
289	Pond Improvements	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -
330	West Village Ave (Main St-26th)	\$ 54,241.00	\$ -	\$ 54,241.00	\$ -	\$ -	\$ -
334	Hogan St Park (West Village Ave/TAH Pkwy)	\$ 20,681.33	\$ -	\$ 20,681.33	\$ -	\$ -	\$ -
343	32nd Avenue	\$ 62,010.00	\$ -	\$ 62,010.00	\$ -	\$ -	\$ -
348	36" Waterline	\$ (53,690.68)	\$ -	\$ (53,690.68)	\$ -	\$ -	\$ -
350	Mass Grading	\$ 949,469.16	\$ -	\$ 949,469.16	\$ -	\$ -	\$ -
400	Section 21/28 Miscellaneous	\$ 29,102.50	\$ -	\$ -	\$ -	\$ -	\$ 29,102.50
511	Recreation Center 01 (CSP 1) Pool	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
531	Park 01	\$ 168,347.54	\$ -	\$ 168,347.54	\$ -	\$ -	\$ -
533	Park 03	\$ 26,865.00	\$ -	\$ 26,865.00	\$ -	\$ -	\$ -
546	Open Space PA61	\$ 11,661.50	\$ -	\$ 11,661.50	\$ -	\$ -	\$ -
900	General In-Tract Costs	\$ 9,590.77	\$ -	\$ -	\$ 9,590.77	\$ -	\$ -
901	Filing 01	\$ 3,988.00	\$ 1,580.23	\$ -	\$ 2,407.77	\$ -	\$ -
904	Filing 04	\$ 1,134.00	\$ 471.11	\$ -	\$ 662.89	\$ -	\$ -
910	Filing 10	\$ 11,807.00	\$ 471.11	\$ -	\$ 11,335.89	\$ -	\$ -
916	Filing 16	\$ 1,134.00	\$ 471.11	\$ -	\$ 662.89	\$ -	\$ -
	TOTALS -->	\$ 3,300,542.27	\$ 212,023.86	\$ 2,747,695.18	\$ 133,879.24	\$ 177,691.49	\$ 29,252.50

# SUMMARY OF COSTS VERIFIED BY VENDOR

32

VENDOR	TOTAL DRAW 48	DEVELOPER DRAW 48	TAH CAB/SPINE DRAW 48	AH IN TRACT DRAW 48	ARTA DRAW 48	AF ATEC SPINE DRAW 48
AECOM	\$ 12,423.87	\$ -	\$ 12,423.87	\$ -	\$ -	\$ -
Aztec Consultants	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -
Big West Consulting	\$ 31,860.00	\$ -	\$ 31,860.00	\$ -	\$ -	\$ -
Cage Civil Engineering	\$ 46,525.00	\$ -	\$ 46,525.00	\$ -	\$ -	\$ -
City of Aurora	\$ 223,461.26	\$ -	\$ 211,958.97	\$ -	\$ 11,502.29	\$ -
Clanton & Associates	\$ 9,612.50	\$ -	\$ 9,612.50	\$ -	\$ -	\$ -
CTL Thompson	\$ 39,775.50	\$ -	\$ -	\$ 10,673.00	\$ -	\$ 29,102.50
HR Green	\$ 37,006.80	\$ -	\$ 16,970.00	\$ -	\$ 20,036.80	\$ -
JHL	\$ 2,177,198.22	\$ -	\$ 2,070,727.39	\$ -	\$ 106,470.83	\$ -
Matrix	\$ 122,638.58	\$ -	\$ 122,638.58	\$ -	\$ -	\$ -
Merrick	\$ 11,661.50	\$ -	\$ 11,661.50	\$ -	\$ -	\$ -
Norris Design	\$ 35,903.51	\$ -	\$ 32,286.16	\$ -	\$ 3,617.35	\$ -
OxBlue Corporation	\$ 7,390.00	\$ 2,993.56	\$ -	\$ 4,396.44	\$ -	\$ -
Schedio Group	\$ 30,613.02	\$ -	\$ 15,688.25	\$ 9,590.77	\$ 5,334.00	\$ -
Stormwater Risk Mgmt	\$ 110,836.36	\$ -	\$ 101,409.24	\$ -	\$ 9,277.12	\$ 150.00
Summit Strategies	\$ 174,521.75	\$ -	\$ 62,233.72	\$ 109,219.03	\$ 3,069.00	\$ -
Xcel Energy	\$ 227,414.40	\$ 209,030.30	\$ -	\$ -	\$ 18,384.10	\$ -
TOTALS -->	\$ 3,300,542.27	\$ 212,023.86	\$ 2,747,695.18	\$ 133,879.24	\$ 177,691.49	\$ 29,252.50



## **EXHIBIT B**

### **SUMMARY OF DOCUMENTS REVIEWED**

## **SUMMARY OF DOCUMENTS REVIEWED**

### **SERVICE PLANS**

- First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, City of Aurora Colorado, prepared by McGeady Becher P.C., dated October 16, 2017

### **DISTRICT AGREEMENTS**

- Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed July 20, 2018
- 2017-2018 Operation Funding Agreement between Aerotropolis Area Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on July 20, 2018
- First Amended and Restated Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on August 23, 2018
- Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC Metropolitan District No. 1 Projects between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C. (Unexecuted)
- Amended and Restated Capital Construction and Reimbursement Agreement by and between The Aurora Highlands Community Authority Board and Aurora Highlands LLC, prepared by McGeady Becher P.C., effective December 22, 2021 (Unexecuted)
- Agreement Regarding Coordination of Facilities Funding for ATEC Development Area between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C., effective December 22, 2021 (Unexecuted)

### **CONSTRUCTION DRAW REQUESTS**

- AACMD Draw Request No. 01, dated September 7, 2018, revised October 15, 2018
- AACMD Draw Request No. 02, dated September 14, 2018
- AACMD Draw Request No. 03, dated September 30, 2018
- AACMD Draw Request No. 04, dated October 15, 2018
- AACMD Draw Request No. 05, dated November 13, 2018
- AACMD Draw Request No. 06, dated December 11, 2018
- AACMD Draw Request No. 07, dated January 15, 2019
- AACMD Draw Request No. 08, dated February 12, 2019
- AACMD Draw Request No. 09, dated March 12, 2019
- AACMD Draw Request No. 10, dated April 12, 2019
- AACMD Draw Request No. 11, dated May 16, 2019
- AACMD Draw Request No. 12, dated June 20, 2019

- AACMD Draw Request No. 13, dated July 18, 2019
- AACMD Draw Request No. 14, dated August 15, 2019
- AACMD Draw Request No. 15, dated September 19, 2019
- AACMD Draw Request No. 16, dated October 17, 2019
- AACMD Draw Request No. 17, dated November 21, 2019
- AACMD Draw Request No. 18, dated December 19, 2019
- AACMD Draw Request No. 19, dated January 16, 2020
- AACMD Draw Request No. 20, dated February 20, 2020
- AACMD Draw Request No. 21, dated March 19, 2020
- AACMD Draw Request No. 22, dated April 16, 2020
- AACMD Draw Request No. 23, dated May 21, 2020
- AACMD Draw Request No. 24, dated June 18, 2020
- AACMD Draw Request No. 25, dated July 16, 2020
- AACMD Draw Request No. 26, dated August 20, 2020
- AACMD Draw Request No. 27, dated September 17, 2020
- AACMD Draw Request No. 28, dated October 21, 2020
- AACMD Draw Request No. 29, dated November 17, 2020
- AACMD Draw Request No. 30, dated December 17, 2020
- AACMD Draw Request No. 31, dated January 18, 2021
- AACMD Draw Request No. 32, dated February 7, 2021
- AACMD Draw Request No. 33, dated March 6, 2021
- AACMD Draw Request No. 34, dated April 5, 2021
- AACMD Draw Request No. 35, dated May 11, 2021
- AACMD Draw Request No. 36, dated June 7, 2021
- AACMD Draw Request No. 37, dated July 2, 2021
- AACMD Draw Request No. 38, dated August 10, 2021
- AACMD Draw Request No. 39, dated September 7, 2021
- AACMD Draw Request No. 40, dated October 12, 2021
- AACMD Draw Request No. 41, dated November 14, 2021
- AACMD Draw Request No. 42, dated December 8, 2021
- AACMD Draw Request No. 43, dated January 12, 2022
- AACMD Draw Request No. 44, dated February 8, 2022

- AACMD Draw Request No. 45, dated March 7, 2022
- AACMD Draw Request No. 46, dated April 11, 2022
- AACMD Draw Request No. 47, dated May 10, 2022
- AACMD Draw Request No. 48, dated June 6, 2022

## PROJECT FUND REQUISITION

Requisition No. 13

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
IN THE CITY OF AURORA  
ADAMS COUNTY, COLORADO  
SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021A**

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 22, 2021 (the “Indenture”) between The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the “Authority”), and Zions Bancorporation, National Association, Salt Lake City, Utah, as trustee (“Trustee”). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned Authority Representative hereby makes a requisition from the Project Fund held by the Trustee under the Indenture, and in support thereof states:

1. The total amount hereby requisitioned by the Authority from the Project Fund pursuant to this Project Fund Requisition is \$2,910,826.92 (the “Requisitioned Amount”).

2. The Requisitioned Amount is for the purpose(s) of *[check applicable box and complete information if required]*:

☐ Paying or reimbursing the following individual or entity (“Person”): *[If this box is checked, please provide the following information with respect to the Person to whom funds are to be disbursed:*

(i) The name and address of the Person to whom payment is due or has been made is as follows:

Aerotropolis Area Coordinating Metropolitan District  
8930 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

(ii) Payment is due to the above Person for *[briefly describe the nature of the obligation and the applicable Public Improvements]*:

Provide funding for public improvements constructed by Aerotropolis Area Coordinating Metropolitan District, as Project Manager, which benefit the Districts, property owners, and residents within the Aurora Highlands Development area per the attached Draw 48 Summary and Schedule I.

☐ Depositing moneys into the Construction Reserve Account

3. The Requisitioned Amount shall be disbursed by the Trustee pursuant to the following instructions: *[Provide wire transfer or other transmission instructions]*:

Wiring instructions previously provided.

4. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and has or have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

5. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the Authority the undersigned Authority Representative or Authority President, as applicable, by its execution hereof hereby: (i) certifies that the Authority has reviewed the wire instructions or other payment information set forth in paragraph 3 of this Project Fund Requisition and confirms that such wire instructions or other payment information is accurate; (ii) agrees that the Authority will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee's disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions or other payment information provided herein; and (iii) agrees that the Authority will not seek recourse from the Trustee as a result of losses incurred by the Authority arising from the Trustee's disbursement of funds in accordance with this Project Fund Requisition and the instructions contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of June 2022.

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

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Authority Representative or President  
Name: Matt Hopper

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Authority Accountant  
Name of Firm: CliftonLarsonAllen LLP  
Name/Title: Jason Carroll, District Accountant

[Signature Page to Project Fund Requisition No. 13]

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD  
AND  
AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT  
  
ENGINEER'S REPORT AND VERIFICATION OF COSTS  
ASSOCIATED WITH PUBLIC IMPROVEMENTS  
  
IN-TRACT IMPROVEMENTS  
IN TRACT HOME BUILDER EXPENSES**

PREPARED BY:

SCHEDIO GROUP LLC  
809 14<sup>TH</sup> STREET, SUITE A  
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY  
STATE OF COLORADO  
LICENSE NO. 44349

DATE PREPARED: June 7, 2022

CLIENT NO.: 181106

PROJECT: AAMCD (IN-TRACT)

Engineer's Report and Verification of Costs No. 8

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## ENGINEER'S REPORT

### INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "CAB") on December 11, 2018. The purpose of this Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is to identify costs commonly referred to as "In-Tract Expenses" that are eligible to be paid for by Series B bonds. This Report is the 8th deliverable associated with the MSA.

The Capital Construction and Reimbursement Agreement (In-Tract Improvements) between The Aurora Highlands Community Authority Board ("CAB") and Aurora Highlands, LLC ("Developer") entered into June 24, 2020, states "The Developer intends to enter into a Waiver and Release of Reimbursement Rights agreement with every Builder pursuant to which the Builder will agree to separately design, construct, and fund certain of the IN-Tract Improvements..."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Pulte Home Company, LLC ("Pulte Homes" and "Builder") states "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements..."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Richmond American Homes of Colorado, Inc. ("Builder") states "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements..."

As a result of the three agreements referenced above, reimbursements associated with costs verified herein as associated with the design and construction of In-Tract Public Improvements will be reimbursed by the CAB to the Developer.

### SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total of \$42,404,887.34 of incurred expenses associated with In-Tract Improvements. Of the \$42,404,887.34 reviewed, Schedio Group has verified \$23,941,683.50 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursements from the CAB to the Developer, to date, is \$23,941,683.50.

Per *The Aurora Highlands Community Authority Board and Aerotropolis Area Coordinating Metropolitan District – Engineer's Report and Verification of Costs Associated with Public Improvements No. 7*, prepared by Schedio Group LLC and dated May 10, 2022 ("ERV7"), Schedio Group reviewed a total of \$39,796,987.80 of incurred expenses associated with In-Tract Improvements. The total amount reviewed for ERV7 has been revised to \$39,765,959.80. This revision was necessary as several invoices in ERV6 lacked proofs of payments at the time that ERV6 was finalized but have been made available

for this Report. Of the \$32,997,962.42 reviewed, Schedio Group had verified \$19,270,032.63 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, in prior reports, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer was \$22,559,139.95.

Regarding this Report, Schedio Group has reviewed \$2,638,927.53 of incurred expenses associated with In-Tract Improvements from the following sources:

Bridgewater Homes	in the amount of	\$735,835.57
Pulte Homes	in the amount of	\$329,263.13
Taylor Morrison	in the amount of	\$940,262.32
TriPointe Homes	in the amount of	\$633,566.52

Of the \$2,638,927.53 reviewed, Schedio Group has verified \$1,382,543.55 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer is **\$1,382,543.55**. See *Figure 1 – Summary of Verified In-Tract Public Improvements Segregated by Source* and *Figure 2 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category* below.

SOURCE	TOT VER PUB AMT	PREV VER PUB AMT	CUR VER PUB AMT
<b>DRAWS</b>			
Draws 1-30 (Revised) + Past Expenses	\$ 479,621.06	\$ 479,621.06	\$ -
Draws 31-40	\$ 171,365.34	\$ 171,365.34	\$ -
Draw 41 (Ver No. 3)	\$ 11,005.98	\$ 11,005.98	\$ -
<b>HOME BUILDER EXPENSES</b>			
Bridgewater Homes - Ver No. 5 - Filing 10	\$ 4,079.19	\$ 4,079.19	\$ -
Bridgewater Homes - Ver No. 6 - Filing 10	\$ 181,699.56	\$ 181,699.56	\$ -
Bridgewater Homes - Ver No. 7 - Filing 10	\$ 1,965,275.26	\$ 1,965,275.26	\$ -
<b>Bridgewater Homes - Ver No. 8 - Filing 10</b>	<b>\$ 498,439.98</b>	<b>\$ -</b>	<b>\$ 498,439.98</b>
Pulte Homes - All Filings - Ver No. 2 - All Filings	\$ 845,937.86	\$ 845,937.86	\$ -
Pulte Homes - All Filings - Ver No. 4 - All Filings	\$ 3,034,197.91	\$ 3,034,197.91	\$ -
Pulte Homes - All Filings - Ver No. 5 - All Filings	\$ 46,333.14	\$ 46,333.14	\$ -
Pulte Homes - All Filings - Ver No. 6 - All Filings	\$ 14,018.84	\$ 14,018.84	\$ -
Pulte Homes - All Filings - Ver No. 7 - All Filings	\$ 704,974.11	\$ 704,974.11	\$ -
<b>Pulte Homes - All Filings - Ver No. 8 - All Filings</b>	<b>\$ 53,736.81</b>	<b>\$ -</b>	<b>\$ 53,736.81</b>
Richmond American Homes - Ver No. 1 - All Filings	\$ 4,978,906.39	\$ 4,978,906.39	\$ -
Richmond American Homes - Ver No. 2 - All Filings	\$ 4,045,673.57	\$ 4,045,673.57	\$ -
Richmond American Homes - Ver No. 3 - All Filings	\$ 1,105,658.04	\$ 1,105,658.04	\$ -
Richmond American Homes - Ver No. 4 - All Filings	\$ 1,319,424.28	\$ 1,319,424.28	\$ -
Richmond American Homes - Ver No. 5 - All Filings	\$ 1,017,028.34	\$ 1,017,028.34	\$ -
Richmond American Homes - Ver No. 6 - All Filings	\$ 400,428.43	\$ 400,428.43	\$ -
Richmond American Homes - Ver No. 7 - All Filings	\$ 2,250.00	\$ 2,250.00	\$ -
Taylor Morrison - Ver No. 6 - Filing 15	\$ 1,614,654.70	\$ 1,614,654.70	\$ -
Taylor Morrison - Ver No. 7 - Filing 15	\$ 17,646.28	\$ 17,646.28	\$ -
<b>Taylor Morrison - Ver No. 8 - Filing 15</b>	<b>\$ 508,910.97</b>	<b>\$ -</b>	<b>\$ 508,910.97</b>
TriPointe Homes - Ver No. 7 - Filing 16	\$ 598,961.67	\$ 598,961.67	\$ -
<b>TriPointe Homes - Ver No. 8 - Filing 16</b>	<b>\$ 321,455.79</b>	<b>\$ -</b>	<b>\$ 321,455.79</b>
<b>TOTALS --&gt;</b>	<b>\$ 23,941,683.50</b>	<b>\$ 22,559,139.95</b>	<b>\$ 1,382,543.55</b>

*Figure 1 - Summary of Verified In-Tract Public Improvements Segregated by Source*

	TOTAL AMT VERIFIED (Verification Nos. 1 through 8)	PREVIOUS AMT VERIFIED (Verification Nos. 1 & 7)	CURRENT AMT VERIFIED (Verification No. 8)
<b>SOFT AND INDIRECT COSTS</b>			
Streets	\$ 885,597.57	\$ 864,608.52	\$ 20,989.05
Water	\$ 631,119.57	\$ 617,807.93	\$ 13,311.64
Sanitary Sewer	\$ 649,483.38	\$ 640,228.64	\$ 9,254.74
Parks and Recreation	\$ 662,490.49	\$ 654,397.50	\$ 8,092.99
<b>TOTAL SOFT AND INDIRECT COSTS --&gt;</b>	<b>\$ 2,828,691.00</b>	<b>\$ 2,777,042.59</b>	<b>\$ 51,648.41</b>
<b>HARD COSTS</b>			
Streets	\$ 9,936,932.42	\$ 9,681,509.10	\$ 255,423.32
Water	\$ 4,149,136.29	\$ 3,789,780.48	\$ 359,355.81
Sanitary Sewer	\$ 4,425,478.62	\$ 3,925,644.94	\$ 499,833.68
Parks and Recreation	\$ 2,601,445.17	\$ 2,385,162.85	\$ 216,282.32
<b>TOTAL HARD COSTS --&gt;</b>	<b>\$ 21,112,992.50</b>	<b>\$ 19,782,097.37</b>	<b>\$ 1,330,895.13</b>
<b>SOFT AND INDIRECT + HARD COSTS</b>			
Streets	\$ 10,822,529.99	\$ 10,546,117.62	\$ 276,412.37
Water	\$ 4,780,255.86	\$ 4,407,588.41	\$ 372,667.45
Sanitary Sewer	\$ 5,074,961.99	\$ 4,565,873.57	\$ 509,088.42
Parks and Recreation	\$ 3,263,935.66	\$ 3,039,560.35	\$ 224,375.31
<b>TOTAL SOFT AND INDIRECT + HARD COSTS --&gt;</b>	<b>\$ 23,941,683.50</b>	<b>\$ 22,559,139.95</b>	<b>\$ 1,382,543.55</b>

*Figure 2 - Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category*

As a result, Schedio Group recommends that **\$1,382,543.55** be reimbursed from the CAB to the Developer.

#### DETERMINATION OF PUBLIC PRORATION PERCENTAGES

The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the plats. See *Figure 3 – Determination of Public Proration Percentages* below.

FILING	TOTAL OVERALL AREA	TOTAL PRIVATE AREA	% PRI	TOTAL PUBLIC AREA	% PUB
The Aurora Highlands Subdivision Filing No. 01	1,959,280	631,998	32.26%	1,327,282	67.74%
The Aurora Highlands Subdivision Filing No. 02	2,595,570	1,328,476	51.18%	1,267,094	48.82%
The Aurora Highlands Subdivision Filing No. 04	180,302	84,729	46.99%	95,573	53.01%
The Aurora Highlands Subdivision Filing No. 05	676,744	308,421	45.57%	368,323	54.43%
The Aurora Highlands Subdivision Filing No. 06	370,093	220,301	59.53%	149,792	40.47%
The Aurora Highlands Subdivision Filing No. 08	1,640,462	1,022,831	62.35%	659,722	40.22%
The Aurora Highlands Subdivision Filing No. 10	2,699,670	1,449,009	53.67%	1,250,661	53.67%
The Aurora Highlands Subdivision Filing No. 11	675,049	-	0.00%	675,049	100.00%
The Aurora Highlands Subdivision Filing No. 13	93,316	93,316	100.00%	-	0.00%
The Aurora Highlands Subdivision Filing No. 14	2140418	1253024	58.54%	887394	41.46%
The Aurora Highlands Subdivision Filing No. 16	3069264	1942984	63.30%	1126280	36.70%

*Figure 3 - Determination of Public Proration Percentages*

Public Proration Percentages were calculated and applied as deemed appropriate by Schedio Group.

#### VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

**VERIFICATION OF PAYMENTS**

Schedio Group verified proofs of payments totaling \$4,167,408.92 associated with costs reviewed in this Report. Of the \$4,167,408.92 in verified payments, \$1,382,543.55 is associated with the design and construction of Public Improvements.

**VERIFICATION OF CONSTRUCTION**

Schedio Group LLC performed a site visit on June 6, 2022. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

**SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES**

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.

## ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated June 7, 2022.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that In-Tract Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that In-Tract Public Improvements considered in the attached Engineer's Report, from January 2021 to May 2022 are reasonably valued at **\$1,382,543.55**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect, and hard costs associated with the design and construction of the In-Tract Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for Developer Reimbursement by The Aurora Highlands Community Authority Board to Aurora Highlands, LLC.

Schedio Group recommends reimbursement from The Aurora Highlands Community Authority Board to Aurora Highlands, LLC in the amount of \$1,382,543.55 related to:

- The Aurora Highlands In-Tract Public Improvements in the amount of \$1,382,543.55.



June 7, 2022

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**Timothy A. McCarthy, P.E.**

**Colorado License No. 44349**

## **EXHIBIT A**

### **SUMMARY OF COSTS REVIEWED**

## 4.

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NO	TYPE	FLING	SOURCE	VENDOR	DESCRIPTION	INVOIC NO	INVOIC DATE	INVT AMT	RET/COVD/DISC	FINAL INVT AMT	CHG#	PMT DATE	PMT AMT	PAYOR	DATE CASHED	VER PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	PREV AMT	AMT REV BY CHPP	CURR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 Aurora Blvd and 45th Avenue	331371	07/31/21	9,710.00		9,710.00	113324	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331372	07/31/21	9,710.00		9,710.00	113325	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331373	07/31/21	9,710.00		9,710.00	113326	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331374	07/31/21	9,710.00		9,710.00	113327	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331375	07/31/21	9,710.00		9,710.00	113328	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331376	07/31/21	9,710.00		9,710.00	113329	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331377	07/31/21	9,710.00		9,710.00	113330	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331378	07/31/21	9,710.00		9,710.00	113331	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331379	07/31/21	9,710.00		9,710.00	113332	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331380	07/31/21	9,710.00		9,710.00	113333	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331381	07/31/21	9,710.00		9,710.00	113334	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331382	07/31/21	9,710.00		9,710.00	113335	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331383	07/31/21	9,710.00		9,710.00	113336	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331384	07/31/21	9,710.00		9,710.00	113337	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331385	07/31/21	9,710.00		9,710.00	113338	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331386	07/31/21	9,710.00		9,710.00	113339	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331387	07/31/21	9,710.00		9,710.00	113340	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331388	07/31/21	9,710.00		9,710.00	113341	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331389	07/31/21	9,710.00		9,710.00	113342	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331390	07/31/21	9,710.00		9,710.00	113343	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331391	07/31/21	9,710.00		9,710.00	113344	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331392	07/31/21	9,710.00		9,710.00	113345	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331393	07/31/21	9,710.00		9,710.00	113346	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331394	07/31/21	9,710.00		9,710.00	113347	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331395	07/31/21	9,710.00		9,710.00	113348	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331396	07/31/21	9,710.00		9,710.00	113349	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331397	07/31/21	9,710.00		9,710.00	113350	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331398	07/31/21	9,710.00		9,710.00	113351	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331399	07/31/21	9,710.00		9,710.00	113352	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331400	07/31/21	9,710.00		9,710.00	113353	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331401	07/31/21	9,710.00		9,710.00	113354	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331402	07/31/21	9,710.00		9,710.00	113355	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331403	07/31/21	9,710.00		9,710.00	113356	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331404	07/31/21	9,710.00		9,710.00	113357	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331405	07/31/21	9,710.00		9,710.00	113358	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331406	07/31/21	9,710.00		9,710.00	113359	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331407	07/31/21	9,710.00		9,710.00	113360	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton Ave	331408	07/31/21	9,710.00		9,710.00	113361	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton St	331409	07/31/21	9,710.00		9,710.00	113362	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G2	RAH	AW Wasseman	212006-TAM F2 East 42nd Ave. & Fullerton St	331410	07/31/21	9,710.00		9,710.00	113363	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	203.34	203.34	
2	Soft	FLING G1	RAH	AW Wasseman	212006-TAM F1 East 42nd Ave. & Fullerton Ave	331411	07/31/21	9,710.00		9,710.00	113364	08/02/21	9,710.00	RAH	08/02/21	9,710.00	100.00	9,710.00	0.00	0.00	0.00	0.00	203.34	203.34	2		



SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FLING	SOURCE	VENDOR	DESCRIPTION	INVNO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHG NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PRI	PRJ AMT	% PUB	PUR AMT	PREV AMT	AMT REV BY PPP CHANGE	CUR VER PMT AMT	STREET	WATER	SANITATION	PARKS & REC
2	Hard	FLING 01	RAH	HR Green Development	181250 The Aurora Highlands	Multiple	Multiple	43,640.40	-	43,640.40	Multiple	Multiple	43,640.40	RAH	Multiple	43,640.40	41.90%	-	18,285.01	58.10%	26,355.39	-	26,355.39	-	-	-	-
2	Hard	FLING 02	RAH	HR Green Development	181250-01 The Aurora Highlands - PA21, Fling No. 2	Multiple	Multiple	285,821.00	-	285,821.00	Multiple	Multiple	285,821.00	RAH	Multiple	285,821.00	51.18%	-	146,290.82	48.82%	139,530.84	-	139,530.84	2,738.85	6,038.85	6,038.85	6,038.85
2	Hard	FLING 02	RAH	Nelson Pipeline Constructors, LLC	2021-050 TAH F2	Multiple	MULTIPLE	2,507,420.80	259,247.04	2,766,667.84	MULTIPLE	MULTIPLE	2,766,667.84	RAH	Multiple	2,766,667.84	31.09%	-	780,229.80	28.11%	1,986,438.05	-	1,986,438.05	122,048.06	290,779.96	990,185.16	192,225.26
2	Hard	FLING 03	RAH	Norris Design, Inc.	TAH Fling 5, 8 & 13 - Erosion Control	Multiple	Multiple	36,531.70	-	36,531.70	Multiple	Multiple	36,531.70	RAH	Multiple	36,531.70	29.3109	-	29,310.9	80.68%	7,220.80	-	7,220.80	11,488.58	3,166.46	11,488.58	3,166.46
2	Hard	FLING 02	RAH	Norris Design, Inc.	TAH Fling 2,000-01-2009	Multiple	Multiple	94,450.38	-	94,450.38	Multiple	Multiple	94,450.38	RAH	Multiple	94,450.38	36.10%	-	34,095.98	63.90%	60,354.40	-	60,354.40	23,245.44	6,930.66	6,930.66	23,245.44
2	Hard	FLING 06	RAH	Norris Design, Inc.	TAH Richmond Fling 6 CSP & P (Floodplain) 0061-01-2476	Multiple	Multiple	15,536.82	-	15,536.82	Multiple	Multiple	15,536.82	RAH	Multiple	15,536.82	59.53%	-	9,248.42	40.47%	6,288.40	-	6,288.40	2,788.40	1,572.10	1,572.10	
2	Hard	FLING 14	RAH	Norris Design, Inc.	TAH - Fling 14 - Preliminary PAI 0061-01-2622	Multiple	Multiple	15,937.60	-	15,937.60	Multiple	Multiple	15,937.60	RAH	Multiple	15,937.60	58.54%	-	9,318.34	41.46%	6,619.26	-	6,619.26	1,649.82	1,649.82	1,649.82	
2	Hard	FLING 01	RAH	Pace Specialty Company	Concrete Pad and Mailbox Cluster	33237	11/19/20	11,622.40	-	11,622.40	1216610	12/18/20	11,622.40	RAH	Multiple	12/24/20	11,622.40	0.00%	-	100.00%	-	11,622.40	-	11,622.40	5	5	5
2	Hard	FLING 01	RAH	ProDesigns Professional Electrical Systems	Automatic Landscaping - Street Lighting Fling 4	Multiple	Multiple	379,493.00	-	379,493.00	Multiple	Multiple	379,493.00	RAH	Multiple	379,493.00	0.00%	-	100.00%	-	379,493.00	-	379,493.00	94,873.25	94,873.25	94,873.25	
2	Soft	FLING 01	RAH	Raspanti Consulting Services	Dry Utility Consulting	1512	07/12/20	828.75	-	828.75	1118980	08/07/20	828.75	RAH	Multiple	08/14/20	828.75	100.00%	-	828.75	0.00%	-	-	-	-	-	-
2	Soft	FLING 02	RAH	Raspanti Consulting Services	Dry Utility Consulting	1983	04/31/21	357.50	-	357.50	1131418	04/29/21	357.50	RAH	Multiple	05/11/21	357.50	100.00%	-	357.50	0.00%	-	-	-	-	-	-
2	Soft	FLING 02	RAH	Raspanti Consulting Services	Dry Utility Consulting	2099	07/01/21	693.75	-	693.75	1133467	08/16/21	693.75	RAH	Multiple	08/24/21	693.75	100.00%	-	693.75	0.00%	-	-	-	-	-	-
2	Soft	FLING 02	RAH	State of CO Dept of Public Health & Envir	Modification fee for Permit COR409244 TAH Fling 1	Multiple	Multiple	88.00	-	88.00	1139135	07/23/21	88.00	RAH	Multiple	07/28/21	88.00	32.26%	-	28.98	67.74%	-	59.01	14.90	14.90	14.90	14.90
2	Soft	FLING 02	RAH	State of CO Dept of Public Health & Envir	Air Pollution Emission Notice Fees	202012124	11/24/20	286.63	-	286.63	1224606	11/25/20	286.63	RAH	Multiple	12/11/20	286.63	51.18%	-	146.70	48.82%	-	139.93	34.98	34.98	34.98	34.98
2	Soft	FLING 02	RAH	State of CO Dept of Public Health & Envir	Application Fee for Permit COR410689 TAH Fling 2	Multiple	Multiple	270.00	-	270.00	1138586	07/28/21	270.00	RAH	Multiple	07/28/21	270.00	0.00%	-	100.00%	-	-	-	-	-	-	-
2	Soft	FLING 02	RAH	State of CO Dept of Public Health & Envir	Annual Fee for Permit COR410689 TAH Fling 2	Multiple	Multiple	540.00	-	540.00	1138585	08/13/21	540.00	RAH	Multiple	08/13/21	540.00	51.18%	-	276.39	48.82%	-	263.61	65.90	65.90	65.90	65.90
2	Soft	FLING 02	RAH	Xcel Energy	New Gas Main	12280309	06/17/21	29,757.88	-	29,757.88	10371782	06/18/21	29,757.88	RAH	Multiple	06/25/21	29,757.88	100.00%	-	29,757.88	0.00%	-	-	-	-	-	-
2	Soft	FLING 02	RAH	Xcel Energy	New Electric Distribution	12280309	06/17/21	43,912.54	-	43,912.54	10371782	06/18/21	43,912.54	RAH	Multiple	06/25/21	43,912.54	100.00%	-	43,912.54	0.00%	-	-	-	-	-	-
2	Soft	FLING 02	RAH	Xcel Energy	New Electric Distribution	12280309	06/17/21	56,199.00	-	56,199.00	1139338	08/13/21	56,199.00	RAH	Multiple	08/13/21	56,199.00	100.00%	-	56,199.00	0.00%	-	-	-	-	-	-
2	Soft	FLING 02	RAH	Xcel Energy	New Electric Distribution	12280309	06/17/21	106,634.00	-	106,634.00	1139337	08/04/21	106,634.00	RAH	Multiple	08/04/21	106,634.00	100.00%	-	106,634.00	0.00%	-	-	-	-	-	-
2	Soft	FLING 02	RAH	Xcel Energy	New Gas Main	12280309	06/17/21	122,166.33	-	122,166.33	1139333	07/07/21	122,166.33	RAH	Multiple	07/07/21	122,166.33	100.00%	-	122,166.33	0.00%	-	-	-	-	-	-
3	Soft	OA In Tract	DRAW #1	Scheldo Group	Cost Verification - in Tract Improvements	181106-0983	10/19/21	9,932.25	-	9,932.25	PD Through Draw	01/03/22	9,932.25	Putte	Multiple	01/03/22	9,932.25	0.00%	-	100.00%	-	9,932.25	-	2,483.06	2,483.06	2,483.06	2,483.06
3	Hard	FLING 01	DRAW #1	Stormwater Risk Management	Stormwater Mgmt - Residential PDI	Pay App 34	10/19/21	1,585.00	-	1,585.00	PD Through Draw	01/03/22	1,585.00	CAB	Multiple	01/03/22	1,585.00	32.26%	-	511.27	67.74%	-	1,073.73	268.43	268.43	268.43	268.43
3	Soft	FLING 02	RAH	AG Wassenaar	21320MAS 213281-213506 TAH Fling 2	Multiple	Multiple	6,720.00	-	6,720.00	26962	09/30/21	6,720.00	RAH	Multiple	09/24/21	6,720.00	100.00%	-	6,720.00	0.00%	-	-	-	-	-	-
3	Soft	FLING 02	RAH	AG Wassenaar	21320MAS 213281-213506 TAH Fling 2	Multiple	Multiple	16,800.00	-	16,800.00	26962	09/30/21	16,800.00	RAH	Multiple	09/24/21	16,800.00	100.00%	-	16,800.00	0.00%	-	-	-	-	-	-
3	Soft	FLING 02	RAH	AG Wassenaar	21206 TAH F2 East 42nd Ave. & Fultondale St	Multiple	Multiple	5,147.00	-	5,147.00	27606	09/30/21	5,147.00	RAH	Multiple	09/30/21	5,147.00	51.18%	-	2,634.36	48.82%	-	2,512.64	628.16	628.16	628.16	628.16
3	Soft	FLING 02	RAH	AG Wassenaar	21206 TAH F2 East 42nd Ave. & Fultondale St	Multiple	Multiple	9,033.50	-	9,033.50	27606	09/30/21	9,033.50	RAH	Multiple	09/30/21	9,033.50	51.18%	-	4,402.13	48.82%	-	4,631.37	1,102.48	1,102.48	1,102.48	1,102.48
3	Soft	FLING 02	RAH	AG Wassenaar	21206 TAH F2 East 42nd Ave. & Fultondale St	Multiple	Multiple	4,580.00	-	4,580.00	27606	09/30/21	4,580.00	RAH	Multiple	09/30/21	4,580.00	51.18%	-	2,344.16	48.82%	-	2,235.84	558.96	558.96	558.96	558.96
3	Soft	FLING 02	RAH	AG Wassenaar	21206 TAH F2 East 42nd Ave. & Fultondale St	Multiple	Multiple	9,033.50	-	9,033.50	27606	09/30/21	9,033.50	RAH	Multiple	09/30/21	9,033.50	32.26%	-	297.73	67.74%	-	8,735.77	156.32	156.32	156.32	156.32
3	Hard	FLING 02	RAH	Alpine Civil Construction	Aurora Highlands CSP-2	Multiple	MULTIPLE	958,727.82	-	958,727.82	119,319.33	Multiple	Multiple	958,727.82	RAH	Multiple	09/24/21	958,727.82	0.00%	-	100.00%	-	958,727.82	-	-	-	-
3	Soft	FLING 02	RAH	Atter Consultants	21407-02 Aurora Highlands Fling 2	Multiple	MULTIPLE	5,565.03	-	5,565.03	1138781	11/02/21	5,565.03	RAH	Multiple	11/08/21	5,565.03	74.12%	-	4,125.00	25.88%	-	1,440.03	990.00	450.03	-	-
3	Soft	FLING 02	RAH	B & J Surveying	EAGD PACKAGE	134286	08/26/21	51,975.00	-	51,975.00	26584	08/26/21	51,975.00	RAH	Multiple	08/26/21	51,975.00	100.00%	-	51,975.00	0.00%	-	-	-	-	-	-
3	Hard	FLING 02	RAH	Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control	194848	09/09/21	2,288.51	-	2,288.51	1041948	09/09/21	2,288.51	RAH	Multiple	09/09/21	2,288.51	0.00%	-	100.00%	-	2,288.51	-	4,937.71	1,234.43	1,234.43	1,234.43
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	2595	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06/29/21	2,735.20	-	2,735.20	1348833	06/29/21	2,735.20	RAH	Multiple	06/29/21	2,735.20	54.18%	-	3,859.08	48.82%	-	3,776.14	944.03	944.03	944.03	944.03
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	140591	06																				

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FLING	SOURCE	VENDOR	DESCRIPTION	INVNO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHG NO	PAID DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PRI	% PRI AMT	% PUB	PUB AMT	PREV AMT	AMT REV BY PPP	CHARGE	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
4	Hard	FLING 02	RAH	CMS Environmental Solutions	Weekly + Post storm Inspections & SWMP Amendment	126089	11/01/21	\$ 995.00	-	\$ 995.00	ACH 3187	12/20/21	\$ 995.00	RAH	12/20/21	\$ 995.00	51.18%	\$ 504.54	48.82%	\$ 290.46	\$ -	\$ -	\$ -	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62
4	Hard	FLING 03	RAH	Liberty Infrastructure LLC	THE AURORA HIGHLANDS - FLING 1 20106	MULTIPLE	MULTIPLE	\$ 68,458.09	-	\$ 68,458.09	ACH 27005	MULTIPLE	\$ 68,458.09	RAH	MULTIPLE	\$ 68,458.09	69.18%	\$ (47,364.81)	169.18%	\$ 115,813.50	\$ -	\$ -	\$ -	\$ 115,813.50	\$ (233,013.40)	\$ 149,914.16	\$ (10,847.91)	\$ (238.30)
4	Hard	FLING 02	RAH	Liberty Infrastructure LLC	Minorhole Grade Rings	21100-10-10-21	11/20/21	\$ 1,692.88	-	\$ 1,692.88	ACH 27005	11/15/21	\$ 1,692.88	RAH	11/15/21	\$ 1,692.88	0.00%	\$ -	100.00%	\$ 1,692.88	\$ -	\$ -	\$ -	\$ 1,692.88	\$ -	\$ -	\$ -	\$ (190.40)
4	Hard	FLING 02	RAH	Nelson Pipeline Constructors, LLC	4180-20-10-12	MULTIPLE	MULTIPLE	\$ 314,314.84	-	\$ 314,314.84	ACH 27005	MULTIPLE	\$ 314,314.84	RAH	MULTIPLE	\$ 314,314.84	2.3%	\$ (225,742.00)	100.00%	\$ 55,572.86	\$ -	\$ -	\$ -	\$ 55,572.86	\$ 154,223.02	\$ 401,024.52	\$ (1,704.71)	\$ (190.40)
4	Soft	FLING 02	RAH	Norris Design, Inc.	TAH Fling 1 2000-01-20089	MULTIPLE	MULTIPLE	\$ 850.00	-	\$ 850.00	ACH 10178/21	\$ 850.00	\$ 850.00	10/18/21	\$ 850.00	100.00%	\$ (6,067.94)	200.00%	\$ -	\$ 6,067.94	\$ -	\$ -	\$ -	\$ 6,067.94	\$ 1,538.11	\$ 1,538.11	\$ 1,538.11	\$ 1,538.11
4	Hard	FLING 02	RAH	ProSystems Professional Electrical System	Aurora Highlands - Street Lighting Fling 2	1129/21	08/25/21	\$ 208,288.75	-	\$ 184,968.62	ACH 184968.62	08/25/21	\$ 184,968.62	RAH	08/25/21	\$ 184,968.62	0.00%	\$ -	100.00%	\$ 184,968.62	\$ -	\$ -	\$ -	\$ 184,968.62	\$ 184,968.62	\$ 184,968.62	\$ 184,968.62	\$ 184,968.62
4	Hard	FLING 02	RAH	Rasagant Consulting Services	Fuel Gas Main Extension	1035167	08/25/21	\$ 59,940.00	-	\$ 59,940.00	1138343	08/25/21	\$ 59,940.00	RAH	09/03/21	\$ 59,940.00	100.00%	\$ -	59,940.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Soft	FLING 10	Bridgewater	Asstec	171521-01 Aurora Highlands Fling 2	1317111	12/10/21	\$ 2,130.00	-	\$ 2,130.00			\$ 2,130.00			12/46%	\$ 265.50	87.54%	\$ 1,864.50	\$ -	\$ -	\$ -	\$ 1,864.50	\$ -	\$ -	\$ -	\$ -	
4	Soft	FLING 10	Bridgewater	Contour Services	TAH Fling 10	MULTIPLE	MULTIPLE	\$ 27,360.00	-	\$ 27,360.00			\$ 27,360.00			46.33%	\$ 12,674.93	53.67%	\$ 14,685.07	\$ -	\$ -	\$ -	\$ 14,685.07	\$ 4,078.19	\$ 1,019.80	\$ 1,019.80	\$ 1,019.80	
4	Hard	FLING 10	Bridgewater	Nelson Pipeline Constructors, LLC	FLING 10 - Infrastructure	MULTIPLE	MULTIPLE	\$ 776,599.50	-	\$ 40,894.80			\$ 735,704.70			0.70%	\$ 5,148.36	99.30%	\$ 730,556.34	\$ -	\$ -	\$ -	\$ 730,556.34	\$ -	\$ -	\$ -	\$ -	
4	Soft	FLING 04	Pulte	Aetec Consultants	164721-02 Aurora Highlands Fling 4-13	MULTIPLE	MULTIPLE	\$ 508.87	-	\$ 508.87			\$ 508.87	Pulte	MULTIPLE	\$ 508.87	35.40%	\$ 180.36	64.60%	\$ 328.51	\$ -	\$ -	\$ -	\$ 328.51	\$ -	\$ -	\$ -	\$ -
4	Soft	FLING 05	Pulte	Aetec Consultants	164721-03 Aurora Highlands Fling 4-13	MULTIPLE	MULTIPLE	\$ 593.00	-	\$ 593.00			\$ 593.00	Pulte	MULTIPLE	\$ 593.00	7.81%	\$ 46.30	92.19%	\$ 546.70	\$ -	\$ -	\$ -	\$ 546.70	\$ 136.68	\$ 136.68	\$ 136.68	\$ 136.68
4	Soft	FLING 08	Pulte	Aetec Consultants	164721-02 Aurora Highlands Fling 4-13	MULTIPLE	MULTIPLE	\$ 4,630.82	-	\$ 4,630.82			\$ 4,630.82	Pulte	MULTIPLE	\$ 4,630.82	35.40%	\$ 1,639.15	64.60%	\$ 2,991.67	\$ -	\$ -	\$ -	\$ 2,991.67	\$ -	\$ -	\$ -	\$ -
4	Soft	FLING 13	Pulte	Aetec Consultants	164721-02 Aurora Highlands Fling 4-13	MULTIPLE	MULTIPLE	\$ 263.42	-	\$ 263.42			\$ 263.42	Pulte	MULTIPLE	\$ 263.42	35.40%	\$ 93.24	64.60%	\$ 170.18	\$ -	\$ -	\$ -	\$ 170.18	\$ -	\$ -	\$ -	\$ -
4	Hard	FLING 04	Pulte	CTL Thompson	Compaction Testing - Site Grading/Asphalt	608132	01/31/22	\$ 1,051.00	-	\$ 1,051.00			\$ 1,051.00	Pulte	02/22/22	\$ 1,051.00	0.00%	\$ -	100.00%	\$ 1,051.00	\$ -	\$ -	\$ -	\$ 1,051.00	\$ 525.50	\$ 525.50	\$ 525.50	\$ 525.50
4	Hard	FLING 05	Pulte	CTL Thompson	Compaction Testing - Site Grading/Asphalt	608215	01/31/22	\$ 5,786.50	-	\$ 5,786.50			\$ 5,786.50	Pulte	02/22/22	\$ 5,786.50	10.38%	\$ 600.67	89.62%	\$ 5,185.83	\$ -	\$ -	\$ -	\$ 5,185.83	\$ 1,296.46	\$ 1,296.46	\$ 1,296.46	\$ 1,296.46
4	Hard	FLING 05	Pulte	CTL Thompson	Compaction Testing - Site Grading/Asphalt	613365	01/31/22	\$ 993.00	-	\$ 993.00			\$ 993.00	Pulte	02/22/22	\$ 993.00	7.81%	\$ 46.30	92.19%	\$ 946.70	\$ -	\$ -	\$ -	\$ 946.70	\$ 136.68	\$ 136.68	\$ 136.68	\$ 136.68
4	Hard	FLING 08	Pulte	CTL Thompson	Compaction Testing - Sanitary/Water/Storm	608220	01/31/22	\$ 9,094.50	-	\$ 9,094.50			\$ 9,094.50	Pulte	02/22/22	\$ 9,094.50	0.00%	\$ -	100.00%	\$ 9,094.50	\$ -	\$ -	\$ -	\$ 9,094.50	\$ 2,273.63	\$ 2,273.63	\$ 2,273.63	\$ 2,273.63
4	Hard	FLING 08	Pulte	CTL Thompson	Compaction - Sanitary/Storm/Concrete	613169	01/31/22	\$ 8,507.00	-	\$ 8,507.00			\$ 8,507.00	Pulte	02/22/22	\$ 8,507.00	0.00%	\$ -	100.00%	\$ 8,507.00	\$ -	\$ -	\$ -	\$ 8,507.00	\$ 2,126.75	\$ 2,126.75	\$ 2,126.75	\$ 2,126.75
4	Hard	FLING 08	Pulte	CTL Thompson	Compaction Testing - Subgrade/Base/Paving	613160	01/31/22	\$ 14,300.00	-	\$ 14,300.00			\$ 14,300.00	Pulte	02/22/22	\$ 14,300.00	0.00%	\$ -	100.00%	\$ 14,300.00	\$ -	\$ -	\$ -	\$ 14,300.00	\$ 3,575.00	\$ 3,575.00	\$ 3,575.00	\$ 3,575.00
4	Hard	FLING 04	Pulte	Page Specialty Company	Filing 4 & 5 Mailboxes	34828	02/02/22	\$ 4,613.88	-	\$ 4,613.88			\$ 4,613.88			-	0.00%	\$ -	100.00%	\$ 4,613.88	\$ -	\$ -	\$ -	\$ 4,613.88	\$ -	\$ -	\$ -	\$ -
4	Hard	FLING 05	Pulte	Page Specialty Company	Filing 4 & 5 Mailboxes	34828	02/02/22	\$ 4,613.88	-	\$ 4,613.88			\$ 4,613.88			-	0.00%	\$ -	100.00%	\$ 4,613.88	\$ -	\$ -	\$ -	\$ 4,613.88	\$ -	\$ -	\$ -	\$ -
4	Hard	FLING 04	Pulte	Stormwater Logistics LLC	TAH Fling 4, 5, 8, 13 - Erosion Control	MULTIPLE	MULTIPLE	\$ 3,394.94	-	\$ 3,394.94			\$ 3,394.94	Pulte	MULTIPLE	\$ 3,394.94	46.99%	\$ 1,595.38	53.01%	\$ 1,799.56	\$ -	\$ -	\$ -	\$ 1,799.56	\$ 449.89	\$ 449.89	\$ 449.89	\$ 449.89
4	Hard	FLING 05	Pulte	Stormwater Logistics LLC	TAH Fling 4, 5, 8, 13 - Erosion Control	MULTIPLE	MULTIPLE	\$ 6,952.50	-	\$ 695.25			\$ 6,484.05			59.78%	\$ 3,740.86	40.22%	\$ 2,743.19	\$ -	\$ -	\$ -	\$ 2,743.19	\$ 761.63	\$ 761.63	\$ 761.63	\$ 761.63	
4	Hard	FLING 08	Pulte	Stormwater Logistics LLC	TAH Fling 4, 5, 8, 13 - Erosion Control	MULTIPLE	MULTIPLE	\$ 811.50	-	\$ 7,403.30			\$ 3,202.00			59.78%	\$ 4,366.35	40.22%	\$ 2,937.15	\$ -	\$ -	\$ -	\$ 2,937.15	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	
4	Soft	FLING 01	RAH	AG Wassenaar	129421-241 SW of E 42nd & Harvest Rd	311089	12/12/19	\$ 40,200.00	-	\$ 40,200.00	1107777	12/31/19	\$ 40,200.00	RAH	01/08/20	\$ 40,200.00	51.18%	\$ 10,318.85	48.82%	\$ 29,881.15	\$ -	\$ -	\$ -	\$ 29,881.15	\$ 2,465.29	\$ 2,465.29	\$ 2,465.29	\$ 2,465.29
4	Soft	FLING 01	RAH	AG Wassenaar	21006- TAH Fling 1 Aurora Blvd & 45th Avenue	321130	08/31/20	\$ 9,880.00	-	\$ 9,880.00	1121447	09/25/20	\$ 9,880.00	RAH	10/13/20	\$ 9,880.00	51.18%	\$ 5,056.82	48.82%	\$ 4,823.18	\$ -	\$ -	\$ -	\$ 4,823.18	\$ 1,405.79	\$ 1,405.79	\$ 1,405.79	\$ 1,405.79
4	Soft	FLING 01	RAH	AG Wassenaar	21006- TAH Fling 1 Aurora Blvd & 45th Avenue	321131	08/31/20	\$ 4,165.00	-	\$ 4,165.00	1121447	09/25/20	\$ 4,165.00	RAH	10/13/20	\$ 4,165.00	0.00%	\$ -	100.00%	\$ 4,165.00	\$ -	\$ -	\$ -	\$ 4,165.00	\$ -	\$ -	\$ -	\$ -
4	Soft	FLING 01	RAH	AG Wassenaar	609688-610105	321130	08/31/20	\$ 19,315.00	-	\$ 19,315.00	1081220	09/25/20	\$ 19,315.00	RAH	10/13/20	\$ 19,315.00	51.18%	\$ 9,815.82	48.82%	\$ 9,500.00	\$ -	\$ -	\$ -	\$ 9,500.00	\$ 2,465.29	\$ 2,465.29	\$ 2,465.29	\$ 2,465.29
4	Hard	FLING 02	RAH	AG Wassenaar	212006- TAH F2 East 42nd Ave. & Fullondale St	342992	11/30/21	\$ 7,290.00	-	\$ 7,290.00	ACH 31925	12/20/21	\$ 7,290.00	RAH	12/20/21	\$ 7,290.00	0.00%	\$ -	100.00%	\$ 7,290.00	\$ -	\$ -	\$ -	\$ 7,290.00	\$ 7,290.00	\$ 7,290.00	\$ 7,290.00	\$ 7,290.00
4	Hard	FLING 02	RAH	AG Wassenaar	212300MS 21228-1215506 TAH Fling 2	343593	12/20/21	\$ 12,880.00	-	\$ 12,880.00	ACH 31925	12/20/21	\$ 12,880.00	RAH	12/20/21	\$ 12,880.00	0.00%	\$ -	100.00%	\$ 12,880.00	\$ -	\$ -	\$ -	\$ 12,880.00	\$ -	\$ -	\$ -	\$ -
4	Hard	FLING 02	RAH	Alpine Civil Construction	Remainance Phase 2020-14	104H	09/01/21	\$ 100,824.80	-	\$ 100,824.80	MULTIPLE	MULTIPLE	\$ 100,824.80	RAH	MULTIPLE	\$ 100,824.80	0.00%	\$ -	100.00%	\$ 100,824.80	\$ -	\$ -	\$ -	\$ 100,824.80	\$ -	\$ -	\$ -	\$ -
4	Hard	FLING 02	RAH	Alpine Civil Construction	Aurora Highlands CSP-2	MULTIPLE	MULTIPLE	\$ 632,176.05	-	\$ 632,176.05	MULTIPLE	MULTIPLE	\$ 632,176.05	RAH	MULTIPLE	\$ 632,176.05	60.26%	\$ 39,74%	39.74%	\$ 632,176.05	\$ -	\$ -	\$ -	\$ 632,176.05	\$ 632,176.05	\$ 632,176.05	\$ 632,176.05	\$ 632,176.05
4	Soft	FLING 02	RAH	Alpine Civil Construction	21420-22 Aurora Highlands Fling 2	MULTIPLE	MULTIPLE	\$ 46,859.77	-	\$ 46,859.77	MULTIPLE	MULTIPLE	\$ 46,859.77	RAH	MULTIPLE	\$ 46,859.77	24.64%	\$ 11,595.38	75.36%	\$ 35,264.39	\$ -	\$ -	\$ -	\$ 35,264.39	\$ 5,594.38	\$ 5,594.38	\$ 5,594.38	\$ 5,594.38
4	Hard	FLING 01	RAH	Bema Construction	TAH Fling 1 20-050	Retainage	Retainage	\$ 9,966.55	-	\$ 9,966.55	1113811	07/28/20	\$ 9,966.55	RAH	07/28/20	\$ 9,966.55	43.33%	\$ 4,318.74	56.67%	\$ 5,647.81	\$ -	\$ -	\$ -	\$ 5,647.81	\$ 367.80	\$ 367.80	\$ 367.80	\$ 367.80
4	Soft	FLING 01	RAH	City of Aurora	CSP 1 Mylar Plan Review	578114	07/11/19	\$ 33,489.00	-	\$ 33,489.00	1101302	09/05/19	\$ 33,489.00	RAH	09/11/19	\$ 33,489.00	41.91%	\$ 14,033.94	58.09%	\$ 19,455.06	\$ -	\$ -	\$ -	\$ 19,455.06	\$ 4,863.77	\$ 4,863.77	\$ 4,863.77	\$ 4,863.77
4	Soft	FLING 01	RAH	City of Aurora	CSP 1 Mylar Plan Review	594832	07/11/19	\$ 2,449.00	-	\$ 2,449.00	1101308	09/05/19	\$ 2,449.00	RAH	09/11/19	\$ 2,449.00	0.00%	\$ -	100.00%	\$ 2,449.00	\$ -	\$ -	\$ -	\$ 2,449.00	\$ 1,174.00	\$ 1,174.00	\$ 1,174.00	\$ 1,174.00
4	Soft	FLING 01	RAH	City of Aurora	CSP 1 Mylar Plan Review	594877	12/06/19	\$ 2,745.00	-	\$ 2,745.00	1107090	01/19/20	\$ 2,745.00	RAH	12/23/19	\$ 2,745.00	51.18%	\$ 1,404.96	48.82%	\$ 1,340.04	\$ -	\$ -	\$ -	\$ 1,340.04	\$ 335.01	\$ 335.01	\$ 335.01	\$ 335.01
4	Soft	FLING 01	RAH	City of Aurora	CSP 1 Irrigation Plan Fee	604113	05/01/20	\$ 3,120.00	-	\$ 3,120.00	Vendor Stmt	05/01/20	\$ 3,120.00	RAH	05/01/20	\$ 3,120.00	0.00%	\$ -	100.00%	\$ 3,120.00	\$ -	\$ -	\$ -	\$ 3,120.00	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00
4	Soft	FLING 01	RAH	City of Aurora	Revising Multiple Sheets - CSP 1	604187	05/01/20	\$ 1,236.00	-	\$ 1,236.00	Vendor Stmt	05/01/20	\$ 1,236.00	RAH	05/01/20	\$ 1,236.00	0.00%	\$ -	100.00%	\$ 1,236.00	\$ -	\$ -	\$ -	\$ 1,236.00	\$ 315.75	\$ 315.75	\$ 315.75	\$ 315.75
4	Soft	FLING 01	RAH	City of Aurora	Revising Multiple Sheets - CSP 1	605142	04/16/20	\$ 721.00	-	\$ 721.00	1111896	04/24/20	\$ 721.00	RAH	05/12/20	\$ 721.00	51.18%	\$ 369.03	48.82%	\$ 351.97	\$ -	\$ -	\$ -	\$ 351.97	\$ 87.99	\$ 87.99	\$ 87.99	\$ 87.99
4	Soft	FLING 01	RAH	City of Aurora	CSP 1 Revising Sheets 26-27, 46																							

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INVNO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHG NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	PREV AMT	AMT REV BY PPP CHANGE	CUR VER PMT AMT	STREETS	WATER	SANITATION	PARKS & REC
6	Hard	FILING 02	TAH	Raganti Consulting Services	Dry Utility Consulting	2377	01/08/22	\$ 796.25	-	\$ 796.25	1141852	01/29/22	\$ 796.25	RAH	02/07/22	\$ 796.25	100.00%	\$ 796.25	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Hard	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2.2 Compaction Testing	339740	09/30/21	\$ 390.00	-	\$ 390.00	EFF	11/18/21	\$ 390.00	TM	11/18/21	\$ 390.00	57.04%	\$ 222.47	42.96%	\$ 167.53	\$ -	\$ -	\$ -	\$ 167.53	\$ 41.88	\$ 41.88	\$ 41.88
6	Hard	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2.2 Compaction Testing	341803	10/31/21	\$ 4,695.00	-	\$ 4,695.00	EFF	11/24/21	\$ 4,695.00	TM	11/24/21	\$ 4,695.00	57.04%	\$ 2,678.20	42.96%	\$ 2,016.80	\$ -	\$ -	\$ -	\$ 2,016.80	\$ 508.20	\$ 508.20	\$ 508.20
6	Hard	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2.2 Compaction Testing	342838	11/30/21	\$ 13,877.00	-	\$ 13,877.00	EFF	12/07/21	\$ 13,877.00	TM	12/07/21	\$ 13,877.00	57.04%	\$ 7,851.94	42.96%	\$ 6,025.06	\$ -	\$ -	\$ -	\$ 6,025.06	\$ 1,490.27	\$ 1,490.27	\$ 1,490.27
6	Hard	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2.2 Compaction Testing	344463	12/31/21	\$ 22,295.00	-	\$ 22,295.00	EFF	01/27/22	\$ 22,295.00	TM	01/27/22	\$ 22,295.00	57.04%	\$ 12,717.87	42.96%	\$ 9,577.13	\$ -	\$ -	\$ -	\$ 9,577.13	\$ 2,394.28	\$ 2,394.28	\$ 2,394.28
6	Hard	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2.2 Compaction Testing	345731	01/29/22	\$ 19,075.00	-	\$ 19,075.00	EFF	03/03/22	\$ 19,075.00	TM	03/03/22	\$ 19,075.00	57.04%	\$ 10,723.32	42.96%	\$ 8,351.68	\$ -	\$ -	\$ -	\$ 8,351.68	\$ 2,112.93	\$ 2,112.93	\$ 2,112.93
6	Soft	FILING 15	TM	Aetec	33821-03 Aurora Highlands Filing 15	MULTIPLE	MULTIPLE	\$ 42,640.00	-	\$ 42,640.00	MULTIPLE	MULTIPLE	\$ 24,960.00	TM	MULTIPLE	\$ 24,960.00	57.04%	\$ 14,333.38	42.96%	\$ 18,316.62	\$ -	\$ -	\$ -	\$ 18,316.62	\$ 2,680.48	\$ 2,680.48	\$ 2,680.48
6	SOFT	FILING 15	TM	City of Aurora	Initial Set up/Submittal	627856	12/03/20	\$ 48,716.64	-	\$ 48,716.64	6000-00032653	03/16/21	\$ 48,716.64	TM	03/16/21	\$ 48,716.64	51.65%	\$ 25,161.30	48.35%	\$ 23,555.34	\$ -	\$ -	\$ -	\$ 23,555.34	\$ 5,888.83	\$ 5,888.83	\$ 5,888.83
6	SOFT	FILING 15	TM	City of Aurora	Cost Plans Review	651177	08/05/21	\$ 113,552.00	-	\$ 113,552.00	6000-00036617	03/26/21	\$ 113,552.00	TM	03/26/21	\$ 113,552.00	20.00%	\$ 23,310.40	80.00%	\$ 8,241.60	\$ -	\$ -	\$ -	\$ 8,241.60	\$ 2,310.40	\$ 2,310.40	\$ 2,310.40
6	SOFT	FILING 15	TM	City of Aurora	Release of Drainage Easement	665015	12/13/21	\$ 147.00	-	\$ 147.00	6000-00038197	12/14/21	\$ 147.00	TM	12/14/21	\$ 147.00	0.00%	\$ 100.00	100.00%	\$ 47.00	\$ -	\$ -	\$ -	\$ 47.00	\$ 36.75	\$ 36.75	\$ 36.75
6	SOFT	FILING 15	TM	City of Aurora	Storm, Masonry, C&G, Irrigation, Monument Signs	668312	01/24/22	\$ 575.00	-	\$ 575.00	6000-00039033	01/31/22	\$ 575.00	TM	01/31/22	\$ 575.00	0.00%	\$ 100.00	100.00%	\$ 575.00	\$ -	\$ -	\$ -	\$ 575.00	\$ 287.50	\$ 287.50	\$ 287.50
6	SOFT	FILING 15	TM	Monks Construction Company	TAH Filing 15 Site Plan and Plat	MULTIPLE	MULTIPLE	\$ 284,008.00	-	\$ 284,008.00	MULTIPLE	MULTIPLE	\$ 388,036.00	TM	MULTIPLE	\$ 388,036.00	71.59%	\$ 278,080.39	28.41%	\$ 110,955.89	\$ -	\$ -	\$ -	\$ 110,955.89	\$ 27,588.97	\$ 27,588.97	\$ 27,588.97
6	Hard	FILING 15	TM	Monks Construction Company	Filing 15 Grading	MULTIPLE	MULTIPLE	\$ 4,010,308.59	\$ 200,515.43	\$ 3,809,793.16	MULTIPLE	MULTIPLE	\$ 3,243,597.29	TM	MULTIPLE	\$ 3,243,597.29	57.04%	\$ 2,173,242.52	42.96%	\$ 1,636,550.64	\$ -	\$ -	\$ -	\$ 1,636,550.64	\$ 348,333.30	\$ 348,333.30	\$ 348,333.30
6	SOFT	FILING 15	TM	Norris Design	TAH Preliminary Entitlement Assistance	MULTIPLE	MULTIPLE	\$ 8,409.50	-	\$ 8,409.50	MULTIPLE	MULTIPLE	\$ 8,409.50	TM	MULTIPLE	\$ 8,409.50	57.04%	\$ 4,797.08	42.96%	\$ 3,612.42	\$ -	\$ -	\$ -	\$ 3,612.42	\$ 903.10	\$ 903.10	\$ 903.10
6	Hard	FILING 15	TM	Norris Design	Filing 15 Grading	MULTIPLE	MULTIPLE	\$ 7,914.50	-	\$ 7,914.50	MULTIPLE	MULTIPLE	\$ 31,669.00	BWH	MULTIPLE	\$ 31,669.00	19.35%	\$ 1,531.77	80.65%	\$ 6,387.23	\$ -	\$ -	\$ -	\$ 6,387.23	\$ 1,178.89	\$ 1,178.89	\$ 1,178.89
7	SOFT	FILING 10	Bridgewater	Aetec	171521-01 Aurora Highlands Filing 10	MULTIPLE	MULTIPLE	\$ 15,200.00	-	\$ 15,200.00	MULTIPLE	MULTIPLE	\$ 1,772,326.74	BWH	MULTIPLE	\$ 1,772,326.74	46.33%	\$ 704,612	53.67%	\$ 935,713.88	\$ -	\$ -	\$ -	\$ 935,713.88	\$ 2,651.47	\$ 2,651.47	\$ 2,651.47
7	Hard	FILING 10	Bridgewater	Genley Trucking	TAH Section 30 Mass Grading - Filing 10	MULTIPLE	MULTIPLE	\$ 22,325.00	-	\$ 22,325.00	MULTIPLE	MULTIPLE	\$ 1,772,326.74	BWH	MULTIPLE	\$ 1,772,326.74	46.33%	\$ 704,612	53.67%	\$ 935,713.88	\$ -	\$ -	\$ -	\$ 935,713.88	\$ 2,651.47	\$ 2,651.47	\$ 2,651.47
7	Hard	FILING 10	Bridgewater	Monks Construction Company	Filing 10 Grading	MULTIPLE	MULTIPLE	\$ 6,861,122.15	\$ 31,306.61	\$ 6,892,428.76	MULTIPLE	MULTIPLE	\$ 594,825.52	BWH	MULTIPLE	\$ 594,825.52	46.33%	\$ 275,561.50	53.67%	\$ 319,264.03	\$ -	\$ -	\$ -	\$ 319,264.03	\$ 148,706.39	\$ 148,706.39	\$ 148,706.39
7	Hard	FILING 10	Bridgewater	Nelson Pipeline Constructors, LLC	FILING 10 - Infrastructure	MULTIPLE	MULTIPLE	\$ 360,215.00	\$ 18,460.75	\$ 378,675.75	MULTIPLE	MULTIPLE	\$ 437,305.50	BWH	MULTIPLE	\$ 437,305.50	10.82%	\$ 37,863.74	89.18%	\$ 312,790.60	\$ -	\$ -	\$ -	\$ 312,790.60	\$ 9,036.31	\$ 9,036.31	\$ 9,036.31
7	Hard	FILING 10	Bridgewater	SRM	FILING 10 - Erosion Control	MULTIPLE	MULTIPLE	\$ 4,400.00	-	\$ 4,400.00	MULTIPLE	MULTIPLE	\$ 1,156.44	BWH	MULTIPLE	\$ 1,156.44	46.33%	\$ 533.75	53.67%	\$ 722.67	\$ -	\$ -	\$ -	\$ 722.67	\$ 1,128.02	\$ 1,128.02	\$ 1,128.02
7	SOFT	FILING 04	Pulte	Aetec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 1,258.84	-	\$ 1,258.84	Vendor Stmt	MULTIPLE	\$ 258.85	Pulte	MULTIPLE	\$ 258.85	79.44%	\$ 1,000.00	20.56%	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 20.59	\$ 189.15	\$ 123.82
7	SOFT	FILING 05	Pulte	Aetec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 4,724.93	-	\$ 4,724.93	Vendor Stmt	MULTIPLE	\$ 4,724.93	Pulte	MULTIPLE	\$ 4,724.93	20.56%	\$ 971.55	79.44%	\$ 3,753.38	\$ -	\$ -	\$ -	\$ 3,753.38	\$ 76.16	\$ 709.95	\$ 464.76
7	SOFT	FILING 08	Pulte	Aetec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 11,453.46	-	\$ 11,453.46	Vendor Stmt	MULTIPLE	\$ 11,453.46	Pulte	MULTIPLE	\$ 11,453.46	20.56%	\$ 2,355.08	79.44%	\$ 9,098.38	\$ -	\$ -	\$ -	\$ 9,098.38	\$ 1,744.03	\$ 1,729.96	\$ 141.87
7	SOFT	FILING 13	Pulte	Aetec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 651.52	-	\$ 651.52	Vendor Stmt	MULTIPLE	\$ 651.52	Pulte	MULTIPLE	\$ 651.52	79.44%	\$ 517.55	20.56%	\$ -	\$ -	\$ -	\$ -	\$ 517.55	\$ 180.55	\$ 107.90	\$ 64.09
7	Hard	FILING 04	Pulte	Brightview Landscape Development	TAH Landscaping Filing Nos. 4, 5, 8, and 13	MULTIPLE	MULTIPLE	\$ 5,086.43	\$ 509.64	\$ 4,576.79	Vendor Stmt	MULTIPLE	\$ 8,663.80	Pulte	MULTIPLE	\$ 8,663.80	0.00%	\$ -	100.00%	\$ 4,586.79	\$ -	\$ -	\$ -	\$ 4,586.79	\$ -	\$ -	\$ 4,692.57
7	Hard	FILING 05	Pulte	Brightview Landscape Development	TAH Landscaping Filing Nos. 4, 5, 8, and 13	MULTIPLE	MULTIPLE	\$ 1,467.71	\$ 164.07	\$ 1,303.64	Vendor Stmt	MULTIPLE	\$ 31,552.74	Pulte	MULTIPLE	\$ 31,552.74	0.00%	\$ -	100.00%	\$ 4,861.06	\$ -	\$ -	\$ -	\$ 4,861.06	\$ -	\$ -	\$ 16,117.07
7	SOFT	FILING 04	Pulte	Contour Services	TAH Filing 8	MULTIPLE	MULTIPLE	\$ -	-	\$ -	Vendor Stmt	MULTIPLE	\$ -	Vendor Stmt	MULTIPLE	\$ -	0.00%	\$ -	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Hard	FILING 08	Pulte	Contour Services	TAH Filing 8	MULTIPLE	MULTIPLE	\$ 8,886.00	-	\$ 8,886.00	Vendor Stmt	04/15/22	\$ 3,584.00	Pulte	Vendor Stmt	\$ 3,584.00	0.00%	\$ 2,582.55	99.15%	\$ 6,303.45	\$ -	\$ -	\$ -	\$ 6,303.45	\$ 728.85	\$ 182.21	\$ 182.21
7	Hard	FILING 04	Pulte	CTL Thompson	Compaction Testing - Sanitary/Water/Storm	MULTIPLE	MULTIPLE	\$ 618.91	-	\$ 618.91	Vendor Stmt	03/25/22	\$ 618.91	Pulte	03/25/22	\$ 618.91	0.00%	\$ 392.00	100.00%	\$ 226.91	\$ -	\$ -	\$ -	\$ 226.91	\$ 182.21	\$ 22.09	\$ 182.21
7	Hard	FILING 08	Pulte	CTL Thompson	Compaction Testing - Subgrade/Base/Paving	MULTIPLE	MULTIPLE	\$ 392.00	-	\$ 392.00	Vendor Stmt	03/25/22	\$ 392.00	Pulte	03/25/22	\$ 392.00	0.00%	\$ 392.00	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Hard	FILING 08	Pulte	CTL Thompson	Compaction Testing - Sanitary Sewer 15-5670.50, W-3952.00, S-11176 ROW-392	MULTIPLE	MULTIPLE	\$ 13,197.00	-	\$ 13,197.00	Vendor Stmt	03/25/22	\$ 13,197.00	Pulte	03/25/22	\$ 13,197.00	0.00%	\$ 392.00	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Hard	FILING 08	Pulte	CTL Thompson	Compaction Testing - Sanitary/Water/Storm 61358M, 392M, 845Row	MULTIPLE	MULTIPLE	\$ 7,315.00	-	\$ 7,315.00	Vendor Stmt	03/25/22	\$ 7,315.00	Pulte	03/25/22	\$ 7,315.00	0.00%	\$ 392.00	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Hard	FILING 04	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00
7	Hard	FILING 05	Pulte	Nelson Pipeline Constructors, LLC	TAH: Filing 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ -	\$ (33,207.50)	\$ (33,207.50)	Vendor Stmt	MULTIPLE	\$ 50,282.32	Vendor Stmt	MULTIPLE	\$ 50,282.32	53.56%	\$ 37,786.48	46.44%	\$ 15,495.84	\$ -	\$ -	\$ -	\$ 15,495.84	\$ 11,363.82	\$ 17,163.02	\$ 3,969.00

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/DCIP/DISC	FINAL INV AMT	CHK NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	PREV AMT	AMT REV BY PPP CHANGE	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
TOTALS for VERIFICATION NO -->						08		\$ 2,750,870.09	\$ 111,942.56	\$ 2,638,927.53			\$ 4,167,408.92			\$ 4,167,408.92		\$ 3,085,235.10		\$ 1,553,692.43	\$ -	\$ -	\$ 1,382,543.55	\$ 276,412.37	\$ 372,667.45	\$ 509,088.42	\$ 224,375.31

## **EXHIBIT B**

### **SUMMARY OF DOCUMENTS REVIEWED**

## **SUMMARY OF DOCUMENTS REVIEWED**

### **SERVICE PLANS**

- First Amended and Restated Service Plan for Aerotropis Area Coordinating Metropolitan District, City of Aurora, Colorado, prepared by McGeady Becher, P.C., approved October 16, 2017

### **DISTRICT AGREEMENTS**

- Capital Construction and Reimbursement Agreement (In-Tract Improvements), by and between The Aurora Highlands Community Board and Aurora Highlands, LLC, effective June 24, 2020
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands Community Authority Board, Aurora Highlands, LLC, and Pulte Home Company, LLC, effective May 10, 2021
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands Community Board, Aurora Highlands, LLC, and Richmond American Homes of Colorado, Inc., effective April 10, 2020

### **PROFESSIONAL REPORTS**

- The Aurora Highlands, Filing No. 2, Stormwater Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020

### **LAND SURVEY DRAWINGS**

- The Aurora Highlands Subdivision Filing No. 1, prepared by Aztec Consultants, Inc., dated July 8, 2019
- The Aurora Highlands Subdivision Filing No. 2, prepared by Aztec Consultants, Inc., recorded November 13, 2020 at Reception No. 2020000118550
- The Aurora Highlands Subdivision Filing No. 3, prepared by Aztec Consultants, Inc., dated October 19, 2019
- The Aurora Highlands Subdivision Filing No. 4, prepared by Aztec Consultants, Inc., dated February 14, 2020
- The Aurora Highlands Subdivision Filing No. 5, prepared by Aztec Consultants, Inc., dated April 6, 2020
- The Aurora Highlands Subdivision Filing No. 6, prepared by Aztec Consultants, Inc., dated May 12, 2020
- The Aurora Highlands Subdivision Filing No. 7, prepared by Aztec Consultants, Inc., dated May 13, 2020
- The Aurora Highlands Subdivision Filing No. 8, prepared by Aztec Consultants, Inc., dated May 14, 2020
- The Aurora Highlands Subdivision Filing No. 9, prepared by Aztec Consultants, Inc., dated December 28, 2021



- 
- The Aurora Highlands Subdivision Filing No. 10, prepared by Aztec Consultants, Inc., dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 11, prepared by Aztec Consultants, Inc., dated June 16, 2020
- The Aurora Highlands Subdivision Filing No. 13, prepared by Aztec Consultants, Inc., dated June 17, 2020
- The Aurora Highlands Subdivision Filing No. 14, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 15, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 16, prepared by Aztec Consultants, Inc., dated March 17, 2021
- The Aurora Highlands Subdivision Filing No. 17, prepared by Aztec Consultants, Inc., dated January 14, 2022
- The Aurora Highlands Subdivision Filing No. 18, prepared by Aztec Consultants, Inc., dated December 9, 2021
- The Aurora Highlands Subdivision Filing No. 19, prepared by Aztec Consultants, Inc., dated January 11, 2022

#### **CIVIL ENGINEERING DRAWINGS**

- The Aurora Highlands Contextual Site Plan No. 1, prepared by HR Green Development, LLC, dated February 20, 2019
- The Aurora Highlands Subdivision Filing No. 1 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 19, 2020
- The Aurora Highlands Subdivision Filing No. 2 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020
- The Aurora Highlands Subdivision Filing No. 4 Area Grading Plan, prepared by HR Green Development, LLC, dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 5 Area Grading Plan, prepared by HR Green Development, LLC, dated August 18, 2020
- The Aurora Highlands Subdivision Filing No. 8 Area Grading Plan, prepared by HR Green Development, LLC, dated December 18, 2020
- The Aurora Highlands Subdivision Filing No. 4 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 25, 2021
- The Aurora Highlands Subdivision Filing No. 5 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved April 7, 2021

### CONSULTANT CONTRACTS

- Aztec Consultants, Inc., Work Order for Surveying Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- CTL Thompson Inc., Work Order for Construction Testing and Observation Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- Contour Services, LLC, Work Order for Construction Management Services, The Aurora Highlands Filing 4, 5, and 8, dated March 31, 2021, Fully Executed
- HG Green Development, LLC, Statement of Services for Engineering and Surveying Services for TAH 4 5 8 13, dated December 18, 2020, Fully Executed
- Norris Design, Scope of Work for Planning Services and Landscape Architectural Services, dated November 24, 2020, Fully Executed

### CONSULTANT INVOICES

- See Exhibit A - Summary of Costs Reviewed

### CONTRACTOR CONTRACTS

- Public Service Company of Colorado d/b/a Xcel Energy, On-Site Distribution Extension Agreement (Electric), executed March 9, 2020
- Public Service Company of Colorado d/b/a Xcel Energy, Frost Agreement, executed March 31, 2020
- Qwest Corporation d/b/a CenturyLink QC, Provisioning Agreement for Housing Developments, to provide distribution facilities to 118 planned units, dated June 16, 2020
- Stormwater Logistics, Inc., Work Order for Erosion Control Installation and Maintenance for TAH Filings 4, 5, & 8, dated March 12, 2021, Fully Executed

### CONTRACTOR PAY APPLICATIONS

- **AACMD Draws 1-42**
- **Bridgewater Homes Pay Applications**
  - o Kelley Trucking, Pay Application Nos. 1-5, dated September 30, 2021 through March 31, 2022
  - o Monks Construction Company, Pay Application Nos. 1-4, dated September 15, 2021 through April 30, 2022
  - o Nelson Pipeline, Pay Application Nos. 1-10, dated December 21, 2021 through May 17, 2022
  - o Stormwater Risk Management, Pay Application Nos. 1-7, dated November 22, 2021 through April 25, 2022



- **Pulte Homes Pay Applications**

- Brightview Landscape Development, Pay Application Nos. 1-7, dated October 31, 2021 through April 30, 2022
- Fiore and Sons, Pay Application Nos. 1-11, dated April 1, 2021 through March 21, 2022
- Martin Marietta, Pay Application Nos. 1-3 dated October 25, 2021 through April 25, 2022
- Nelson Pipeline Constructors, Pay Application Nos. 1-13, dated June 1, 2021 through April 15, 2022
- Pro Systems, Pay Application No. 1-2, dated November 19, 2021 through March 31, 2022
- Precise Striping LLC, Pay Application Nos. 1-3, dated March 15, 2022 through May 15, 2022
- Stormwater Risk Management, Pay Application Nos. 1-14, dated June 1, 2021 through April 25, 2022
- Three Sons Construction, Pay Application Nos. 1-3, dated October 30, 2021 through April 30, 2022

- **Richmond American Homes Pay Applications**

- Alpine Civil Construction, CSP1, Pay Application Nos. 1-4, dated June 17, 2020 through October 30, 2020
- Alpine Civil Construction, CSP2, Pay Application Nos. 1-10, dated May 28, 2021 through February 28, 2022
- Bemas Construction, Filing No. 1, Pay Application Nos. 1 & 2, dated February 24, 2020 through March 24, 2020
- Bemas Construction, Filing No. 2, Pay application Nos. 1-4, dated January 25, 2021 through April 26, 2021
- Brightview Landscape Development, Pay Application No. 1, dated November 19, 2020
- Integrated Wall Solutions, Pay Application Nos. 1-2, dated July 25, 2020 through August 25, 2020
- Liberty Infrastructure LLC, Pay Application Nos. 1-12, through October 25, 2020
- Nelson Pipeline Constructors, LLC, Pay Application Nos. 1-7, dated March 23, 2021 through November 16, 2021
- ProSystems Professional Electrical Systems, Inc., Filing No. 1, Pay Application Nos. 1 & 2, dated October 8, 2020 through December 21, 2020
- ProSystems Professional Electrical Systems, Inc., Filing No. 2, Pay Application Nos. 1 & 2, from November 19, 2021 through February 2, 2022

- **Taylor Morrison Pay Applications**

- Monks Construction Company, Pay Application Nos. 1-8, dated November 15, 2021 through April 30, 2022

- **TriPointe Homes Pay Applications**

- Kelley Trucking, Pay Application Nos. 1-6, dated November 19, 2021 through April 30, 2022

## PROJECT FUND REQUISITION

Requisition No. 14

### THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD IN THE CITY OF AURORA ADAMS COUNTY, COLORADO SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS SERIES 2021A

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 22, 2021 (the “Indenture”) between The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the “Authority”), and Zions Bancorporation, National Association, Salt Lake City, Utah, as trustee (“Trustee”). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned Authority Representative hereby makes a requisition from the Project Fund held by the Trustee under the Indenture, and in support thereof states:

1. The total amount hereby requisitioned by the Authority from the Project Fund pursuant to this Project Fund Requisition is \$1,382,543.55 (the “Requisitioned Amount”).

2. The Requisitioned Amount is for the purpose(s) of *[check applicable box and complete information if required]*:

☐ Paying or reimbursing the following individual or entity (“Person”): *[If this box is checked, please provide the following information with respect to the Person to whom funds are to be disbursed:*

(i) The name and address of the Person to whom payment is due or has been made is as follows:

The Aurora Highlands, LLC  
6985 S. Pecos Road  
Las Vegas, NV 89120

(ii) Payment is due to the above Person for *[briefly describe the nature of the obligation and the applicable Public Improvements]*:

Repayment of principal per Capital Construction and Reimbursement Agreement (In-Tract Improvements) per attached Cost Certification No.8.

☐ Depositing moneys into the Construction Reserve Account

3. The Requisitioned Amount shall be disbursed by the Trustee pursuant to the following instructions: *[Provide wire transfer or other transmission instructions]*:

Wiring instructions previously provided.

4. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and has or have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

5. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the Authority the undersigned Authority Representative or Authority President, as applicable, by its execution hereof hereby: (i) certifies that the Authority has reviewed the wire instructions or other payment information set forth in paragraph 3 of this Project Fund Requisition and confirms that such wire instructions or other payment information is accurate; (ii) agrees that the Authority will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee's disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions or other payment information provided herein; and (iii) agrees that the Authority will not seek recourse from the Trustee as a result of losses incurred by the Authority arising from the Trustee's disbursement of funds in accordance with this Project Fund Requisition and the instructions contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of June 2022.

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

---

Authority Representative or President  
Name: Matt Hopper

---

Authority Accountant  
Name of Firm: CliftonLarsonAllen LLP  
Name/Title: Jason Carroll, District Accountant

[Signature Page to Project Fund Requisition No. 14]



## The Aurora Highlands Coordinated Metro Districts

### Community Manager's Report

Submitted to: The Aurora Highlands Coordinated Metro Districts- Board of Directors  
Meeting Date: June 16, 2022, 1:00 pm

#### ➤ Community Management Items

- ✓ Transition of CARC review to Timberline continues
- ✓ Created and launched the new The Aurora Highlands coordinated district website and created re-direct from old site to new
- ✓ Completed the Homeowner Handbook revisions
- ✓ Updated Covenant Control process has been approved by the Board. Executed Resolution will be posted on the website and emailed to Owners
- ✓ Covenant control is under way, per the revised approved Resolution effective 6/1/2022
- ✓ The Social Event at the Visitor Center on May 19<sup>th</sup> was a success
- ✓ Attendance of the Weekly Thursday coordinated meetings
- ✓ Tract M coordination with Residents to ensure their initial install for landscaping is not impacted by drainage work

Other items or follow up items requested by the Board:

- ✓ \_\_\_\_\_
- ✓ \_\_\_\_\_
- ✓ \_\_\_\_\_

## Violation Log - The Aurora Highlands

O	Architectural Control	Changes not approved by ARC	Created open violation. Ready to send 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Plants/Landscaping	Initial Landscaping	Created open violation. Ready to send 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Trash Containers	Trash cans stored in a visible area	Created open violation. Ready to send 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Trash Containers	Trash cans stored in a visible area	Created open violation. Ready to send 'WMD Courtesy Letter ' letter. Sent 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Trash Containers	Trash cans stored in a visible area	Created open violation. Ready to send 'WMD Courtesy Letter ' letter. Sent 'WMD Courtesy Letter ' letter.
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St	Category	Item	Action
O	Trash Containers	Trash cans stored in a visible area	Created open violation. Ready to send 'WMD Courtesy Letter ' letter. Sent 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Plants/Landscaping	Initial Landscaping	Created open violation. Ready to send 'WMD Courtesy Letter ' letter. Resent 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Trash Containers	Trash cans stored in a visible area	Created open violation. Ready to send 'WMD Courtesy Letter ' letter. Sent 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Trash Containers	Trash cans stored in a visible area	Created open violation. Ready to send 'WMD Courtesy Letter ' letter. Resent 'WMD Courtesy Letter ' letter. Resent 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Vehicles	Boat parked in driveway or street in front of house	Created open violation. Ready to send 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Plants/Landscaping	Initial Landscaping	Created open violation. Ready to send 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Trash Containers	Trash cans stored in a visible area	Created open violation. Ready to send 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Trash Containers	Trash cans stored in a visible area	Created open violation. Ready to send 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Unightly Condition	Improperly Stored Item(s)	Created open violation. Ready to send 'WMD Courtesy Letter ' letter.
St	Category	Item	Action
O	Animals	Excessive barking or noise	

Summary: All Covenant Control issues are in Courtesy Notice Status.

16- Trash Toters,

1- Unsightly Condition: Improperly Stored Item,

4-Initial Landscaping,

1- Animals: Excessive Barking,

1- Vehicle: Boat in the Driveway,

1- Architectural Control: Changes made without DRC Approval





## **Homeowner Handbook**

**Design Guidelines**

**Rules and Regulations**

**Revised 06/01/2022**

THE CAB RESERVES THE RIGHT TO MODIFY THESE RULES AND REGULATIONS AND THE POLICIES THEREIN AT ANY TIME IN ITS SOLE DISCRETION. PLEASE CONTACT THE MANAGEMENT COMPANY (CONTACT INFORMATION ON PAGE 6) TO BE CERTAIN OF THE LATEST VERSION OF THIS DOCUMENT.

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## *Welcome to The Aurora Highlands*

Welcome to The Aurora Highlands (the “Community”), a one-of-a-kind master planned community located in Aurora, Colorado.

All residents should be aware that The Aurora Highlands Community Authority Board (the “CAB”) is the governing body formed to own, operate, manage, and maintain various CAB Properties and other common areas, to provide services for the benefit of the real property owners in the Community (each an “Owner” or “Homeowner”), and to administer and enforce the Master Declaration (defined below) and other Governing Documents (described therein and summarized below). The CAB is administered by a Board of Directors and assisted by a third-party management company (the “Management Company”).

### **Management Company:**

Timberline District Consulting, LLC  
545 3<sup>rd</sup> Street, Unit 482  
Monument, CO 80132  
T: 303-597-8573

A spirit of cooperation between the CAB, its committees, its contractors and vendors, and all Owners will go far in creating an optimum environment for the Community to thrive. Compliance with these Guidelines and the provisions of the Master Declaration will help preserve the inherent architectural and aesthetic quality of the Community. Please note that capitalized terms used, but not otherwise defined in these Guidelines will have the same definition given to such terms in the Master Declaration.

THE CAB RESERVES THE RIGHT TO MODIFY THESE RULES AND REGULATIONS AND THE POLICIES THEREIN AT ANY TIME IN ITS SOLE DISCRETION. HOMEOWNERS MUST CONTACT THE MANAGEMENT COMPANY TO ENSURE THEY HAVE THE LATEST VERSION.

This Handbook includes:

- An Overview of the Community Governance
- General Rules and Regulations concerning improvements or modifications to lots, including landscaping Improvements and the design review process
- The submittal process for architectural or landscaping changes to residential Lots
- A listing of specific Rules and Regulations applicable to Homeowners
- Parks and Open Space Rules and Regulations
- An Overview of the Covenant Enforcement Process

This Handbook and other resources are available on The Aurora Highlands website:

<https://theaurorahighlands.specialdistrict.net/>

## *An Overview of the Community Governance*

The Community is governed by various documents including, but not limited to:

- The Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands recorded in the Office of the Clerk and Recorder of Adams County on February 3, 2020, at Reception No. 2020000010483 (as may be amended or supplemented from time to time (the “Master Declaration”);
- The First Amended and Restated Establishment Agreement for the Aurora Highlands Community Authority Board, approved and executed on April 16, 2020.
- This document, The Aurora Highlands Homeowner Handbook: Rules and Regulations, Amended June 1, 2022.

Owners should review the documents described above, as well as any other policies, amendments, and other materials available through the CAB’s Management Company, collectively the “Governing Documents.” In the event that any of the above-referenced documents conflict with the Master Declaration, the terms and conditions of the Master Declaration shall control.

The CAB (and/or its committees) are responsible for:

- **Design review**
- **Covenant enforcement services within the Community**
- **Maintenance of CAB Properties certain open space areas, and recreation facilities**
- **Maintenance of entry monuments and perimeter fences**
- **Hosting certain Community social events**
- **Trash/recycling services.** Trash and recycling services will be provided by the CAB.

The CAB is NOT responsible for:

- **Maintenance and snow removal on public streets.** Unless otherwise described herein, all streets within the community are public streets owned and maintained by the City of Aurora.
- **Maintenance of any home or privately-owned Lot.** This is the responsibility of each Homeowner. However, the CAB retains certain rights and remedies as described in the Governing Documents.
- **Intervening in matters of civil law such as boundary or drainage disputes.** Items of this nature might also include roaming animals, abandoned or unauthorized vehicles on public streets, and/or persistent noise problems, where the Aurora Police Department, Aurora Building Division, or other governmental entity will be the appropriate resource to address the matter.

## **Article 1.      *Improvements to Lots and the Design Review Process***

### **1.1 Overview: Authority and Intent**

Article III, Section 3.01 of the Master Declaration requires that no exterior improvements or modifications be undertaken, conducted, constructed, placed, planted, installed, modified, or removed upon any Lot, nor shall any new use be commenced upon any Lot, unless complete Plans and Specifications have been first submitted to, and approved in writing, by the Community Wide Architectural Review Committee (“CARC”) of the CAB, or a committee, or subcommittee appointed by the CAB or the CARC, established for such purpose. CARC approval is required for the Original Improvements constructed, on a Lot, by a Builder. The Master Declaration authorizes the CAB to enforce design standards and guidelines and adopt Rules and Regulations and to interpret and implement the provisions of the Master Declaration. The CAB hereby establishes the residential “Design Review Committee” (“DRC”) to review and consider approval for all subsequent Improvements or modifications to residential Lots proposed by a Homeowner after initial construction of the home by a Builder.

This document, the Homeowner Handbook: Rules and Regulations (the “Rules and Regulations”), shall constitute such residential design standards and guidelines and is intended to assist Owners with basic information about the Community and its design standards, rules, use restrictions and procedures. This document also includes a section on the Rules and Regulations governing activities on CAB Properties, common areas, and open space areas and a section concerning the enforcement process. The CAB intends for these Rules and Regulations to help Homeowners to: (a) identify best practices for improving or modifying their properties, (b) prepare design submittals and receive timely reviews, and (c) assist with enforcement matters.

The intent of these Rules and Regulations and guidelines with respect to landscaping standards is to reflect the overarching landscape themes of The Aurora Highlands, while allowing for individual Homeowners to tailor their yards for individual needs and taste. Individual neighborhoods will be allowed to propose unique twists on the overall themes of The Aurora Highlands. Minimum City of Aurora Standards are still required to be met, but the use of plant material, patios, decks, and other yard elements may be proposed by the individual homeowner. To maintain the common design themes of The Aurora Highlands, limited use of ornamental grasses, street side landscape design, and common fence and other materials will be expected, while also adhering to the City of Aurora planting guidelines: [Sec. 4.7 Landscape, Water Conservation, Storm water Management | Aurora Unified Development Ordinance \(municipal.codes\)](#)

**PLEASE NOTE: ANY IMPROVEMENT OR MODIFICATION INSTALLED WITHOUT APPROVAL IS SUBJECT TO REMOVAL AT THE HOMEOWNER’S SOLE EXPENSE. THE HOMEOWNER MAY ALSO BE SUBJECT TO FINES OR OTHER LEGAL ACTION. ALL APPROVALS MUST BE IN WRITING. ON-SITE PERSONNEL, INCLUDING A SALESPERSON OR CONSTRUCTION SUPERVISOR, DO NOT HAVE AUTHORITY TO APPROVE DRC APPROVAL REQUESTS.**

### **1.2 The Submittal Process: Overview**

Although all three stages are not mandatory, the DRC review process for Improvements generally consists of three stages: a pre-design meeting with the DRC, a conceptual design submittal, and a mandatory final



design submittal. While final design submittal is the only mandatory step, final design submittal applications made without prior completion of the pre-design meeting and conceptual design submittal have a significantly increased probability for denial by the DRC. The DRC shall decide each request for approval within 30 days after the complete submission of the application or request, and submission to the DRC of all Plans and Specifications and other materials and information which the DRC may require in conjunction with such application or request. If the DRC fails to decide any application or request within 30 days after the complete submission of the Plans and Specifications and materials and other information with respect thereto, then such application or request for approval shall be deemed to have been denied by the DRC. The DRC may grant variances or adjustments from any conditions and restrictions subject to the limits of Section 3.16 of the Master Declaration and the Rules and Regulations stated herein.

If a request is denied, you may contact the Management Company for more information, or appeal the decision of the DRC to the Appeals Board established by the CAB. Appeals must be submitted in writing through the Management Company within 15 days of denial. The Appeals Board will then set a date for a hearing and notify you as to the time and place. The final authority for determination of appeals is with the Appeals Board.

Planning ahead is required. The DRC strives to respond to requests quickly. However, the DRC normally disposes requests once per month at irregular intervals and may require up to 30 days after your complete submittal is received, for a decision to be made.

In reviewing any matter, neither the DRC, the CAB, the Appeals Board, nor the Declarant, shall be responsible for the safety, whether structural or otherwise, of any item(s) submitted for review, or conformance with applicable building codes or other governmental laws or regulations, and any approval or conditional approval of an improvement/modification by the DRC, the CAB, the Appeals Board, or the Declarant, shall not be deemed a representation that the same complies with any such codes, laws, or regulations.

### 1.3 Approval Request; Plans and Specifications.

General. Each request for DRC approval (an "Approval Request") at the conceptual design submittal and final design submittal phases shall be accompanied by an appropriate Submittal Form together with the required Plans and Specifications for the proposed Improvement, that show, the design and other characteristics of the proposed Improvement, or modification as are set forth in the applicable Design Guidelines herein, and a review fee as established by the DRC (the "Review Fee"). The DRC will submit a schedule of proposed review fees annually to the CAB for review and approval. The DRC may postpone review of any material submitted until it has received all required or requested Plans and Specifications and other information. The DRC shall notify the Owner in writing upon receipt of all required Plans and Specifications and that the Owner's Approval Request is complete.

### 1.4 Submittal Forms. Use the appropriate Submittal Form, which you can obtain from the Management Company or on The Aurora Highlands website: <https://theaurorahighlands.specialdistrict.net/>

**Architectural Improvements or Modifications:** provide complete Plans and Specifications for the proposed Improvement(s)/Modification, including:

- Plot plan showing the location of the Improvement(s) or modification.
- Dimensions (i.e., height, width, and length), description of materials, and color samples for any

Structures or equipment. Paint samples should be at least 8" x 10". In some cases, the DRC may require a sample of the material for its review. All samples will be provided at the applicant's sole expense.

- Applicant information including name, street address, email address and phone number (and mailing address if different than that of the Lot or Parcel upon which the proposed Improvements will be located).
- The DRC may require additional information depending on the nature of the request.

**Landscaping Improvements:** provide complete Plans and Specifications for the proposed project. These submittals shall follow the City of Aurora minimum requirements. Minimum requirements will be per the entitlement documents for the neighborhood, or the Xeriscape standards found in the City of Aurora Code. [Sec. 4.7 Landscape, Water Conservation, Storm water Management | Aurora Unified Development Ordinance \(municipal.codes\)](#) Use of these minimum requirements are outlined in the Design Guidelines set forth in Article 2, below. It will be the responsibility of the installation contractor or the homeowner to manage the submittal and approval process.

Plans and Specifications for Landscaping Improvements shall include:

- Plot plan showing the location of the Improvement(s).
- Dimensions and location of landscaped areas, description of hardscape materials, identification by species and variety of trees, shrubs, and other plant materials and numbers and location of same, and specifications of any fencing and walls proposed. Additional requirements for specific items are included in the Residential Design Guidelines and Rules and Regulations herein in Article 2.
- Applicant information including name, street address, email address, and phone number (and mailing address if different than that of the Lot or Parcel upon which the proposed Improvements will be located).
- The DRC may require additional information depending on the nature of the request.

All Approval Requests must be submitted in writing by email, or hard copy. When a complete Approval Request is received, the Management Company will forward the request to the DRC, track the Request, and return a written decision to the applicant.

### 1.5 Review Procedure.

Approval of a majority of the members of the DRC, either at a meeting or in writing, shall be required to approve any Approval Request. If DRC approval is granted subject to conditions, the Owner shall revise its Plans and Specifications to incorporate such changes and shall deliver the required number of complete sets of revised Plans and Specifications (reflecting responses to all items) to the DRC, which shall again be reviewed in accordance with and in the timeframe described in Section 1.2, above.

### 1.6 Modifications to Approved Plans and Specifications.

Any modification or change to an approved set of Plans and Specifications must again be submitted to the DRC for its approval in the same manner as for initial approval of Plans and Specifications.

### 1.7 Appeal of DRC Decision.

If the DRC denies any part of the Plans and Specifications submitted (or approves the same subject to

conditions) or denies a request for a variance (as described in Section 1.9 herein), the Owner may, within fifteen (15) days after the DRC's denial, make a written request for a hearing before the Appeals Board, established by the CAB in accordance with the Master Declaration, to reconsider the Plans and Specifications or denial of a variance. A written Request for Hearing must be submitted to the Management Company. Upon receipt of a valid written request for hearing, the Appeals Board shall set a time, date, and place of the hearing, which shall be conducted no later than sixty (60) days after receipt of the Request for Hearing, and so notify the Owner. The Owner or other interested parties may provide testimony at the scheduled hearing. The Appeals Board shall provide the applicant or registrant with written findings and a ruling by written communication, within 15 business days after the completion of the hearing. Any decision rendered by the Appeals Board shall be final.

#### 1.8 Prosecution of Work; Notice of Completion; Notices of Noncompliance.

All work approved by the DRC in an Approval Request must be diligently prosecuted to completion, and a Notice of Completion delivered to the DRC in accordance with and within the time allotted in Article 3 of the Master Declaration. In addition, the DRC shall have the powers to inspect the work and issue Notices of Noncompliance as set forth in the Master Declaration.

#### 1.9 Variances.

Exceptions from the provisions of the Design Guidelines are considered by the DRC on a case- by- case basis for specific applications only and shall not establish a precedent for any other project or future development.

##### (a) Submittal Requirements for a Variance.

- (i) Criteria from which the variance is sought.
- (ii) Identification of the alternative design, improvement, construction technique or material proposed to be used.
- (iii) Supporting documentation including justification for the variance, including how the intent of the criteria is still being achieved, related calculations, details, exhibits, etc.
- (iv) The variance request shall be signed by the owner or design professional.

##### (b) Review Criteria for Variances. A variance may be approved if one or more of the following criteria are met, provided that the no variance shall not impose a detriment or injury to other property or Improvements within the Community, and will not militate against the general intent and purpose of the Design Guidelines and the Master Declaration:

- (i) The standards may be met by an alternative method that is demonstrated to have an equivalent or better function and meet the same objective.
- (ii) Physical constraints exist, such as steep topography or other natural hazards, which limit the ability to install the Improvement or Modification, would limit healthy plant growth, or could cause safety concerns. Site conditions, including geology, topography, indigenous soils, or issues related to water demand, may be

better addressed through the alternative proposal.

- (c) Documentation of a Variance. Variances shall be documented on drawings for construction and inspection purposes, including: the variance number, description of the variance, any conditions of approval, and the approval date.
- (d) Appeals of Denials to the CAB/Appeals Board. If the DRC denies a request for a variance, it shall provide notice thereof within thirty (30) days after such denial. Notice shall include the reason for the action and shall be delivered to the address of record, if no notice is provided within 30 days, the variance request is deemed to be denied. The Owner requesting such variance may appeal such decision to the Appeals Board, pursuant to the procedures set forth in Section 1.7 herein.

## **Article 2. Residential Design Guidelines and Rules and Regulations**

**Please note:** The Residential Design Guidelines (“Design Guidelines”) are a part of the Rules and Regulations for The Aurora Highlands and are subject to modification or amendment from time to time. OWNERS SHOULD REVIEW THESE RESIDENTIAL DESIGN GUIDELINES AND RULES AND REGULATIONS CAREFULLY. THE RESIDENTIAL DESIGN GUIDELINES INCLUDE PROVISIONS RELATING TO DESIGN, CONSTRUCTION AND OPERATION OF INTERIOR, EXTERIOR AND LANDSCAPING IMPROVEMENTS AND RULES AND REGULATIONS REGARDING THE USE OF LOTS.

The following Residential Design Guidelines and Rules and Regulations are not all- inclusive. Questions should be directed to the Management Company. Any requests not specifically addressed below will be reviewed by the DRC on a case-by-case basis. Unless otherwise stated below, the term “approval” refers to DRC approval.

### **Accessory Structures**

- All Accessory Structures (meaning all Structures located on a Lot other than a Residential Structure), including pergolas, gazebos, greenhouses, play equipment, etc., shall be subject to prior DRC approval and will be evaluated on their individual merit, use, location on Lot, and appearance. Two accessory structures are allowed, per lot.
- No Structure of a temporary character, including, but not limited to, a house trailer, shack, storage shed, or outbuilding, shall be placed or erected upon any Lot; provided, however, that during the actual construction, alteration, repair, or remodeling of a Structure or other Improvement, necessary temporary Structures for storage of materials may be erected and maintained by the Declarant, Builder or a Person doing such work.
- Notwithstanding the foregoing, a storage shed may be considered an Accessory Structure of a “permanent character” if assembled on-site, of new materials, constructed of the same materials found on the exterior of the home, and painted colors matching or complimentary to the home. Storage sheds of a permanent character are subject to DRC approval and will only be allowed under the following conditions:
  - In rear yard only,
  - Not exceeding 8’0” high at the peak,
  - Not larger than 80 square feet,
  - At least 5’ from the side and rear lot lines
  - Maintained in like new condition
  - Not over or within any utility or drainage easements on the Lot and within setback requirements for the City of Aurora.
  - Prefabricated, rubber, or plastic and metal sheds are not permitted.

See also **Play Equipment**.

### **Additions and Remodeling**

- Approval is required for all additions, expansions, or remodeling which will alter the exterior of the residence. Submittals must include detailed Plans and Specifications, dimensions, and location. All

plans for such improvements must match the overall theme of the residence. Any addition to the exterior of a residence must match the original structure in architectural style, mass, material, and color.

- The DRC may also require certification of any plans or drawings by a licensed architect and/or engineer, as well as copies of building permit(s) upon their issuance.

### **Address Numbers**

- Address numbers may not exceed 6" in height. Submittal should specify location and materials.

### **Advertising – See Signs**

### **Air Conditioners- See HVAC**

### **Animals- See Pets and Pet Enclosures**

### **Antennas and Satellite Dishes**

- No Owner or Resident may install exterior wiring for electrical or telephone installation, or for any other purpose, nor shall any items, including but not limited to internet, television, cable, or radio antennae, furnace or other vent, machines, or air conditioning unit vents, be installed on the exterior of a Residential Structure or protrude through the walls or the roof of Improvements, except with the approval of the DRC.
- Notwithstanding the foregoing, and subject to the Telecommunications Act of 1996 and applicable regulations, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected, or maintained on any Lot, except inside the home or otherwise "concealed from view".
- For the purposes of this section, a device shall be considered "concealed from view" if located in the rear yard or in a side yard behind front 1/3<sup>rd</sup> of the home, and not exceeding 36" x 22" in size, nor greater than 5' from ground level.
- All other devices will be considered on a case-by-case basis.

### **Artificial Turf**

- Approval is required prior to the installation of artificial turf. Artificial turf products will be considered on a case-by-case basis. Applicant shall include a product sample (minimum 10" x 10") with the request. Artificial turf will only be allowed in rear yards.
  - **General Guidelines:**
    - The synthetic turf must be natural in appearance and integrated into the overall landscape design in a natural looking manner, so as not to appear as a sports field and it shall not be installed directly adjacent to the property line.

- Turf shall be comprised of two yarn type colors (green and tans) for a natural appearance. (Putting greens may be single yarn type – green)
- The general appearance of the synthetic turf must be designed and installed in such a manner as to effectively simulate the appearance of a well-maintained lawn.
- The synthetic turf uniformity must be maintained for all areas.
- The synthetic turf shall not be installed on slopes greater than 6% unless it has been reviewed and approved by a licensed professional. This consultation service will be an expense of the homeowner.
- All synthetic turf will need to be screened by a 3' rock or mulch bed boarding the perimeter of the property. Edges of turf rolls shall not be exposed.
- No synthetic turf shall be installed or approved in the front yard. Artificial turf is approvable for use in rear yards only.
- Maximum area of artificial turf permitted in rear yard shall follow the same standards for turf in rear yards.
- Pile height must be at least 1.75" inches and no more than 3 inches (practice putting areas excluded).
- Pile weight must be in the range of 30 to 80 ounces per square yard.
- Turf must have a minimum of an 8-year product warranty and the warranty shall not be limited to the amount of usage, lawn elevation, nor the type of footwear that can be worn.
- The product shall allow for vertical drainage at a minimum 10' of standing water per hour.
- Turf must have UV protection.
- The yarn denier needs to be a minimum of 5700 for putting greens and 7000 for yards.
- Infill material shall consist of sand, rubber, or a combination of the two products.
- Sand will need to be silt free.
- Rubber with steel filaments will not be allowed.
- Primary backing system will require a minimum 8 ounces per square yard.
- No felt backing is allowed.

○ **Product Installation Requirements:**

- Turf must provide adequate drainage both horizontal and vertical.
- Turf cannot be placed directly on top of existing grass, dirt, or hardscape. Adequate subgrade must be installed.
- **Subgrade:**
  - Should include a geotextile fabric that is placed between the existing, compacted soil and the porous aggregate material.
  - Porous Aggregate layer is defined as a material that is compacted and will provide stability for the subgrade and the material should be porous enough to allow for sufficient vertical drainage.
- Turf must be adequately secured – no ripples or seams showing.
- Seaming should be completed using an approved tape and glue or stitching.
- Stitch rate should be a minimum of 10 stitches per 3".

- Tear Strength should be a minimum of 200 lbs.
- Turf edges must be finished and anchored with either concrete curb, treated wood header, trench drain or an approved composite edging material. Turf needs to be securely fastened to prevent any lateral movement of the backing material.
- Turf must have prepared base of “infill” as defined in the product specification section.
- Turf must have a minimum 1-year installation/workmanship warranty.
- **Maintenance Guidelines:**
  - The manufacturer and/ or installer shall provide the homeowner with detailed maintenance instructions for the synthetic turf.
  - Removal of all organic material from the surface shall be done before decomposition occurs.
  - Animal feces must be removed on a frequent basis and wash with a hose.
    - A spray irrigation system is recommended if using synthetic turf in yards containing pets, as this allows for regular washing of the material.
    - Color and appearance of turf must remain as originally submitted to the DRC. If not, this constitutes and is subject to covenant violation. In more detail the property would be considered in violation of landscape maintenance and possibly subject to levied fines until matter is rectified.

See also **Landscaping**.

### **Awnings and Overhangs**

- Approval is required prior to installation. Awnings or overhangs should be an integral part of the house or patio architecture. The color must be the same as, or generally recognized as complementary to, the exterior of the residence.
- Submittal must include a sample of the fabric/material to be used and state whether the awning or overhang is retractable or permanent. A photo of the home must also be included to ensure awning color is complementary to the home.

### **Basketball Hoops**

- Garage-mounted basketball hoops are not allowed.
- Requests for free standing, pole mounted basketball hoops will be considered by the DRC in the front yard along the side of the driveway only or inside the rear yard areas subject to the following considerations: driveway configuration, at least 5’ from the property lines, proximity to the neighbor’s living areas, landscaping, and vehicles.
- Portable basketball hoops are allowed and shall not require DRC approval. However, all portable basketball hoops shall be stored out of view when not in use, preferably in the garage or behind the front 1/3<sup>rd</sup> of the house, behind a fence or landscape buffering.

### **Boats**

See **Vehicles**.



## **Business Activities**

- Lots are intended for residential use only. Business activities must be secondary to the residential use of the home and conducted entirely within the home.
- Business activities shall not involve regular visitors, clients, employees, deliveries, or excess vehicular traffic. AirBNB type activity is prohibited. Business activities shall not be apparent or detectable by sight, sound, or smell from the outside of the home.

## **Campers**

See **Vehicles**

## **Clotheslines and Drying Racks**

- No permanent clotheslines, clothes poles, drying racks, or drying yards shall be constructed, installed, or erected.
- Notwithstanding the foregoing, a retractable clothesline may be installed in the rear yard or in a side yard behind the front 1/3<sup>rd</sup> of the home and shall not require DRC approval. It shall not be visible from the street or common areas. It shall be retracted when not in use and maintained in like new condition.

## **Decks**

- Decks must be cedar, redwood, or a wood-look/textured material (e.g., “Trex” brand deck material). Wood decks shall be left their natural color stained with a clear sealer, or stained to match fences, using Vogel Grain Stain Exterior Semi-Transparent Oil Stain-Natural Tone Cedar-Product #AG-8319 stain color. Painted decks are not permitted. Wood-look materials must be a color compatible with the color scheme of the home.
- Decks must appear to be an integral part of the residence, and, in general, no part of the stairs or landings will be allowed to extend into the side property area beyond the back corners of the home. Deck railing must also match that of the deck, existing railing on the house, or the general scheme within the Community. Iron pickets/balusters are permitted with DRC approval.
- Deck skirting, ie. Lattice, is not allowed on decks that are more than 2’ above finished grade. Freestanding decks will be considered on a case-by-case basis.
- All decks must comply with setback restrictions.

See also **Fences**.

## **Deck Covers**

See **Awnings and Overhangs**.

## **Decorations, Holiday and Seasonal**

- No approval is required provided that materials are in good taste, not installed earlier than thirty (30) days prior to the holiday and removed within fifteen (15) days following the holiday.

- Colored lights may be used to celebrate the holiday and colors can cascade or waterfall, but they cannot be twinkling, pulsating, rotating, etc.
- Lawn ornaments/decor for the holiday shall be limited to the front yard, not exceed 10' in height, and shall not overwhelm the yard. The DRC reserves the right to determine whether Decorations have become unreasonable and may request residents remove décor for Nuisance, per the Master Declaration.

See also **Flags and Flagpoles**.

### **Decorations, Permanent**

- Any permanent items such as yard statuary, benches, arbors, birdbaths, fountains, wall-mounted art, and so forth are not allowed in the front yard of the property. Such items may be permitted in the rear yard subject to DRC approval.

### **Dog Runs and Houses**

See **Pet Enclosures**

### **Doors, Storm/ Entry**

- No DRC approval is required for screen storm and security doors which are neutral in color: black, white, gray, bronze, or consistent with color scheme of residence, and which do not contain excessive scrollwork or filigree. Storm doors must be aluminum or steel. Wood screen doors are not permitted.
- No DRC approval is required for entry doors which are stained or painted a color that is compatible with trim and siding of the home.
- All other door styles and colors must be submitted for DRC approval.

See also **Painting, Garages**.

### **Drainage**

- There shall be no interference with the established drainage pattern over any property within the Community except as approved in writing by the DRC. Approval shall not be granted unless provision is made for adequate alternate drainage. Submittal package may also require certification of an alternate drainage plan by a licensed engineer. The "established drainage pattern" shall mean the drainage pattern that exists at the time that the overall grading of any Lot is completed and shall include any established drainage pattern shown on any plans approved by the DRC or the Declarant, or any applicable governmental or quasi- governmental entity, in connection with the initial construction of the Residence.
- Each Owner is required to contain mud, silt, or other debris on his/her own property. Owners are not allowed to increase or decrease historical flows of water onto adjacent property.

## **Driveways, Sidewalks and Patios**

- No DRC approval is necessary when repair or replacement involves identical materials, location, and dimensions. However, any changes will require DRC approval.
  - Repair or Replacement:
    - Materials:
      - Pavers, flagstone, or concrete are generally permitted materials, subject to DRC approval. Submittal package must specify which material and include a sample or color photo/brochure. Asphalt is not permitted.
    - No Widening of Driveways:
      - Extending, expanding, or widening of a driveway is not permitted. Additionally, parking in the rear or side yard areas of the Lot is not permitted.

See also **Vehicles**

- New Projects:
  - New projects not installed by the Builder (ex. A path through the side yard or a patio in the rear yard) shall require DRC approval.
  - Submittal package must show location and dimensions, and must specify the material, including a sample, brochure, or color photo. Materials must be installed in a workmanlike manner so as to avoid excessive cracking or spalling.
  - Submittal package may also require certification of any plans or drawings by a licensed architect and/or engineer.
  - Any project shall not impede drainage.

See also **Drainage**.

See also **Snow Removal and Maintenance**.

## **Drones**

- Drones are not permitted per Section 4.9 of the Master Covenants.

## **Fences and Walls**

- Pursuant to Section 4.07 of the Master Declaration, no fences shall be permitted without the prior, written approval of the DRC, except such fences as may be constructed, installed, or located by Declarant or Builder.
- All fences will meet the requirements set out in The Aurora Highlands Urban Design Standards, and must adhere to the City of Aurora Location, Setback and Height Requirements.

- Lots Less than 60' Wide
  - Privacy fence will be used along property lines but should not be “doubled-up” along the property line; only one fence will be allowed.
  - All fencing must transition (taper) when adjacent to another type of fencing (ex. a privacy fence must taper to the height of split rail)
- Lots 60' Wide and Larger
  - Privacy fences should only be used on the interior of lots and not along the property lines.
    - If a Lot 60' wide or larger is located within a filing that primarily has Lots less than 60' wide, then the larger Lot shall be permitted to install privacy fencing in order to maintain a cohesive appearance and functionality throughout the filing and to avoid awkward fencing transitions.
  - Privacy fences should only be in the backyard area and along the main body of the building and used for screening patios, hot tubs, or similar type areas. In order to maintain views down property lines, privacy fences should not extend the entire length of the property line and should attach to the structure to which they are associated.

#### **General Fence Standards:**

- a. Fences along Parks, Open Space, and Common Landscape Areas shall be installed per the entitlement documents for the neighborhood.
- b. When applicable, masonry screen walls shall be installed per the entitlement documents for the neighborhood.
- c. Internal rear and side yard fences shall be at the discretion of the Homebuilder and shall conform to the fence options in the FDP. For consistency, all internal fences shall be the same within the neighborhood.
- d. Wood fences shall be stained to match Diamond Vogel Grain Stain Exterior Semi-Transparent Oil Stain - Natural Tone Cedar – Product #AG-8319 stain color.
- e. Fence gates shall be permitted between the side and front yards.
- f. Fence gates to CAB Property, parks, open space, common landscape areas, side yard streets, or between adjoining side yards, shall not be permitted.
- g. Wire mesh (pet mesh) will be permitted on 3-rail fences. Wire mesh shall be 2' x 4' grid, 12 gauge galvanized welded wire, and installed to the interior of the respective Lot owner. Wire mesh will not be permitted to extend above the top rail of split rail fencing.
- h. Metal picket fencing is allowed and encouraged in the Community.
- i. Refer to the [Urban Design Standards, Fencing Design Plan \(pg. 11-13\)](#) for additional fencing requirements.

#### **Maintenance Obligations:**

- Homeowners shall maintain all Improvements located on their Lot, including but not limited to the fences.
  - Fences located on a Lot line separating two Owners' Lots shall be jointly

maintained by the Owners.

- Fencing installed by the CAB, adjacent to CAB property, will be maintained by the CAB.

### **Fireplaces, Firepits and Grills**

- Built-in grills and outdoor kitchens constructed on patios and raised decks shall be no higher than 48 inches.
- Materials used should match those found on the exterior of the home.
  - All masonry, stucco and stone should be identical to that found on the exterior of the home.
- All cooking appliances, whether built-in or free standing, must consist of a fuel/power source that is contained, and a feature that allows the fuel/power source to be extinguishable.
  - Open-type charcoal grills and/or cooking appliances that hold or deposit ashes into an open vestibule will not be permitted.
- Fire pits shall be gas only. No open wood fires allowed. Independent of a patio's position in a yard, standalone gas fire pits, permanent or portable, must be at least 10- feet from any Lot line (side and/or rear).
- No fireplaces, fire pits, or grills are allowed in any front yard.

### **Fireworks; Firearms**

See **Hazardous Activities, Materials or Chemicals.**

### **Flags and Flagpoles, Signs**

- A flag may be displayed on a bracket holder attached to the home, in a window, or on a balcony and shall not require DRC approval. Nonetheless, the American flag must be displayed in accordance with the Federal Flag Code.
- In total, two flags or signs, or aggregate thereof are permitted, to be displayed per home, and must be maintained in like new condition.
  - Flags shall not exceed 3' x 5' in size.
  - Signs shall not exceed 2' x 3' in size.
- Permanent, free-standing flagpoles must be approved by the DRC prior to installation.
- Owners and Residents are not permitted to place Flags and Signs upon CAB Property.
  - Permitted Events upon CAB Property may place event signage, with DRC approval.

### **Garage Sales, Yard Sales**

- No approval is required for garage sales provided the items for sale are personal household goods, and have not been purchased for resale in bulk, at auction or estate sale, and provided the sale is held in such a manner so as to not disturb other residents of the area.
- All garage sales must comply with applicable municipal requirements. The DRC reserves the right to

place limitations on the number of times per year that an individual Residential Structure can be used for garage sales.

- After the conclusion of the garage sale, no items can be left out on the driveway, sidewalk, or street unless the Homeowner is having the items picked up. In no circumstances shall items remain visible for more than forty-eight (48) hours.
- All garage sale signage must be removed promptly at the conclusion of the garage sale.
- Garage sale signs must not be placed on CAB Property. Garage sale signs shall be placed only on the Owner's lot.

## **Garages**

- Each single-family detached residence shall have a garage with the capacity for a minimum of two (2) vehicles. No garage shall exceed capacity for four (4) vehicles.
- Garage doors shall be wood, hardboard, fiberglass, or metal.
  - All garage doors must be painted the same as, or generally recognized as a complementary to, the exterior of the residence.
  - Garage doors should not remain open, unless for ingress/egress of vehicles, or when actively conducting actions within the garage.

See also **Painting, Exterior**.

## **Gardens, Flower, and Vegetable**

- Vegetable beds or gardens are limited to back yards. The mature height of garden plants shall not exceed 6'. All gardens shall be kept in a neat, weed-free condition.
- Raised planters and garden beds shall be constructed of rock, split face masonry units, redwood, or cedar timbers. Pressure treated, railroad ties, or other types of wood timbers are not permitted. Chain-link fencing is also prohibited.
- Garden beds shall be cleaned of fruit or vegetables at the end of each growing season.

See also **Fences, Landscaping**.

## **Gazebos**

See **Accessory Structures**.

## **Grade Change**

See **Drainage**.

## **Greenhouses and Sunrooms**

See **Accessory Structures**.

## **Hazardous Activities, Materials or Chemicals**

- No Lot or Improvement may be used for any use, and nothing may be stored on any Lot or Improvement, which would constitute an unusual fire hazard, or would result in jeopardizing any insurance maintained on other lots, or Improvements within, or on any other portion of the Community.
- No incendiary or explosive devices shall be permitted within the Community. “Incendiary or explosive device” shall include, but not by way of limitation, any device consisting in whole or in part of flammable material or other material having the capability of exploding, igniting, or burning, other than reasonable sized propane tanks (no larger than 20 pounds) intended for use with gas grills
- No fireworks or firearms may be fired or discharged within the Community, except (i) in any areas specifically designated therefor and in compliance with all Applicable Laws, (ii) with the permission of CAB and (iii) firework displays performed by professional pyrotechnics companies/persons approved by CAB.
- Owners, Residents, or guests shall not store any flammable, combustible, odorous, explosive, or other inherently dangerous fluids, chemicals, or substances anywhere within the Community, except those reasonably required for normal household use and in accordance with these Rules and Regulations.
  - Gasoline or fuel for a lawn mower, snow blower, and the like may be maintained on an incidental basis on a Lot if the amount so kept does not exceed five gallons and is kept in UL approved containers. Gasoline or other volatile or incendiary materials or devices shall be stored only in a manner that strictly complies with all Applicable Laws.
  - The CAB reserves the right to require Owners to promptly remove any such materials that the CAB believes might constitute a hazard. Owners agree to remove such contents upon receipt of written notice from the CAB.
  - Further restrictions are found in the Master Declaration.

## **Hot Tubs, Spas and Saunas**

- DRC approval is required for exterior hot tubs, spa equipment, saunas, or jetted tubs (sometimes called Jacuzzis).
  - Equipment must be installed in such a way that it minimizes visual impact to and will not create a nuisance to adjacent lot owners, parks, trails, or neighbors by noise, drainage or other such problems. Equipment will only be permitted in back yards at ground level. In some cases, the DRC may require the consent of the adjacent Homeowner.
  - Free standing units must visually complement the residence in color and be buffered by adequate landscaping, or screened from common area and street view, to minimize visual impact to neighboring properties.
  - Examples of screening include plant, shrub, or tree material, or privacy fencing in lots greater than 60’.

See also **Nuisances, Lights, Sounds, and Odors.**

## **HVAC and Swamp Coolers**

- All heating, ventilation and air conditioning equipment shall be installed at, or near ground-level. To the extent practicable, equipment shall be located in the rear yard or in a side yard behind the front 1/3<sup>rd</sup> of the home, preferably behind a fence, gate, or landscape screening.
- Roof mounted (ex. Swamp Coolers) or window-mounted HVAC equipment is not permitted.

## **Landscaping Guidelines and Standards**

### General Standards:

- a. Plant materials identified as prohibited in the City of Aurora, Adams County, and the State of Colorado are not permitted. Please refer to Section 146.4.7.3, Section B.4 for prohibited plants: [Sec. 4.7 Landscape, Water Conservation, Storm water Management | Aurora Unified Development Ordinance \(municipal.codes\)](#)
- b. All turf and plants shall be fully irrigated to insure survivability by an electric, 100% underground irrigation system.
- c. Trees, shrubs, perennials, groundcovers are to be irrigated with some type of drip or bubbler irrigation.
  - Irrigation shall be controlled by an automatic controller with a rain sensor shut-off system.
  - Irrigation zones shall be divided into cover common hydrazones based on water needs of common plant material.
- d. Turf species shall be moderate to lower water type species.
- e. Builder, Owner, and Contractor shall be familiar with, and follow the geotechnical recommendations for foundation-related planting and irrigation.
- f. Builder, Owner, and Contractor shall be aware of utilities.
- g. Proper drainage per the Lot plot plan shall be maintained.
- h. All shrub and mulch beds shall be contained by a rolled top metal or concrete edging.
- i. Mulch types shall be per the yard type designation below:

### Front Yard Landscape:

- Front yard landscape installation will be the responsibility of the Home Builder or Owner and will include the portion of the side yard when adjacent to a public street. Tree and shrub diversity shall come comply with the [Landscape Reference Manual](#). Refer to page 39 of the manual for more information. When following the minimum requirements, use plant material in the following method(s):
  1. Use plant material sizes appropriate for the area to be planted.
  2. Lot size will determine the minimum planting requirements per the City of Aurora minimum planting requirements.
    - Small lots (3,700-5,999sf) – 8 front yard shrubs
    - Standard Lots (6,000-8,999sf)- 16 shrubs
    - Large Lots (9,000sf-14,999sf) – 26 shrubs
    - Estate lots (15,000sf and higher) 36 shrubs
  3. Use a minimum requirement of shrubs and/or a combination of ornamental grasses and shrubs (see number 3), based on lot size



4. Use 3 ornamental grasses as part of the required minimum quantity (1 shrub = 3 grasses or perennials).
5. The Street Side Landscape (tree lawn) may be planted with plant material when used as a continuation of a planting bed on the yard side of the sidewalk.
6. Street Side Landscape plantings shall not violate sight line or sight triangle restrictions.
7. Shrub and open mulch beds shall be mulched with 3" deep, ¾" to 1 ½" natural colored (tans, browns) river rock over weed control fabric. White rock is not allowed.
8. Perennials, annuals, and trees in turf area shall be mulched with double shredded cedar wood mulch, natural in color. Pea gravel may be permitted for perennials and annuals.
9. Painted or stained wood mulch is not permitted.
10. Cobble mulch is not permitted unless used as part of a drainage condition or small accents.
11. Landscape Boulders are permitted.
12. No more than 40% of front yard turf is allowed.
13. All lots must have 1 Shade Tree, and either 1 Ornamental, or 1 Evergreen Tree
14. Xeriscape design requests are permitted subject to DRC approval. Refer to pg. 44 of the City of Aurora [Landscape Reference Manual](#)
15. Xeriscape landscape requests must provide 50% living plant material coverage at the time of planting.
16. Zeroscape is not permitted.

#### Rear Yard Landscape:

- Rear Yard landscape installation will be the responsibility of the Owner or Contractor. The City of Aurora has minimum landscaping standards outlined in the [Landscape Reference Manual](#) that must be met in addition to the Community Standard:
  1. Turf areas shall not exceed 45% of the rear yard.
  2. Side yards (corner of structure to side property line) shall not be included in the calculation. Rear yards at corner lots exposed to public view shall be landscaped.
    - Rear yards exposed to public view/open fencing shall be landscaped with turf, and shrubs, and trees at a rate of one tree and 5 shrubs per 25 linear feet.
    - Use 3 ornamental grasses can be used as part of the required minimum quantity (ex. 1 shrub = 3 grasses or perennials).
  3. Rear yards shall have a minimum of 1 tree, 2" in caliper, when backing or siding to other yards.
  4. Rear yards with a continual length wider than 50' at the rear property line shall have 2 trees, 2" minimum caliper, and 5 shrubs, when backing or siding to Parks, Open Space, or Common Landscape Areas.
  5. Shrub and open mulch beds may be mulched with a natural in color mulch type, at the discretion of the homebuilder or owner. Dyed mulch is prohibited.
  6. Rear yard mulch types can extend down the side yards to a fence, gate or hard edge separating the front yard.
  7. Perennials, annuals, and trees in turf area shall be mulched with double shredded cedar wood mulch. Pea gravel may be permitted for perennials and annuals.

### Side Yard Landscape:

1. Planting between homes is not required on internal lots, not exposed to public view.
  - No plant material is required but mulches are required for soil stability.
2. External side yards on corner lots exposed to public view, shall be landscaped with turf, shrubs, and trees at the rate of one tree and 10 shrubs per 40 linear feet of side yard.
  - External side yards on corner lots exposed to public view – Shall be landscaped by combining visible side and front yard areas and applying front yard standards
  - Perennials and ornamental grasses may be substituted for shrubs at 3 one-gallon perennial or ornamental grass species per one five-gallon shrub
3. Coverage IS required upon the entirety of the lot.

### Landscape Maintenance Standards:

- Landscaping is to be kept in a well maintained, healthy, weed free condition. Generally, this means the following practices are applicable:
  1. Turf is mowed regularly and does not exceed four (4") inches in height.
  2. Planting beds, driveways, sidewalks, and turf areas are weed free, and turf is green.
  3. Dead branches are pruned out of shrubs and trees; dead plants are removed and replaced and disposed of properly. Dead trees must be replaced in order to maintain the minimum requirements.
  4. Trees in "Tree Lawns" (the grassy area between the sidewalk and the street): as trees grow toward maturity, the tree branches shall be removed up to eight feet above the ground. This is for safety of passers-by and provides an open visual corridor for pedestrian traffic. Owners are responsible for any tree lawns unless otherwise provided by the CAB.
    - Trees are maintained in a natural shape after pruning.
  5. Regular insect control to maintain healthy planting environments.
  6. Areas not covered by plant materials remain covered by mulch.
  7. An automated irrigation system shall be required for all front and rear yards. Lawns, trees, and plant materials shall be watered in compliance with applicable watering restrictions.
  8. Depositing of yard waste onto any CAB Property, open space, or common landscape areas is prohibited.

### Timing of Installation:

- Subject to obtaining prior DRC approval and the winter deferral period noted below, the Builder or Owner of each Lot (other than Declarant) shall install front yard landscaping on such Lot no later than 60 days after closing and rear yard landscaping must be completed by the Owner or Contractor within 90 days after closing.
- **A WINTER DEFERRAL PERIOD is granted from November 1 to April 30. The completion window begins on the day of closing. This completion window is suspended during the deferral period and begins again on May 1.**

See also **Artificial Turf, Fences.**

### **Lattice Work**

- Requires DRC approval and will generally be limited to use under decks, 2' or less of exposed clearance.

### **Lights, Exterior**

See **Nuisances, Lights, Odors, and Sounds**

### **Motor Homes and Recreation Vehicles (RV's)**

See **Vehicles**.

### **Nuisances, Lights, Odors, and Sounds**

- No nuisance shall be permitted which is visible within or otherwise affects the Community or any portion thereof, nor any use, activity or practice which unreasonably interferes with the peaceful enjoyment or possession and proper use of other Lots or CAB Property, open space, or common landscape areas.
- No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others.
- All lighting, including any security type fixture, must be directed downwards and the light "cone" created must be contained within the Lot boundaries to avoid a glare to neighboring Lots.
- Landscape lighting is permitted provided the light fixture bulb is not visible from CAB Property, parks, open space or common landscape areas, roadways, or other homes. Walkway lighting must be directed to the ground and shall not exceed 24" in height.
- No Owner or Resident of a Lot shall operate any machines, appliances, electronic devices, accessories, or equipment in such a manner as to cause, in the judgment of DRC, an unreasonable disturbance to others, or cause any damage to, or overloading, of any mechanical, electrical, plumbing, or any other system serving any building within the Community. So as not to disturb other Owners, Owners and Residents of Lots shall not permit, within Lots, loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb others and volumes shall be appropriate between the hours of 10:00 p.m. to 8:00 a.m., and at all other times, as determined by the CAB (this provision shall not be deemed to restrict Commercial Parcels).
- All roadways and walkways shall be clear for emergency traffic. No furniture, bicycles, barbecues, toys, or other items of personal property shall be stored, left, or parked on a roadway, walkway, or any other place within the Community other than an Owner's Lot; provided, however, that bicycles may be stored in designated bicycle parking areas within the Community, if any.
- The CAB and DRC assumes no liability for any loss or damage to articles left or stored in any portion

of the Community.

See also **Lights, Exterior; Unsightly Conditions**

### **Painting, Exterior**

- DRC approval is not required when repainting a home using identical paint (manufacturer, colors, and color scheme) as originally applied by the Builder. However, any changes to the exterior paint will require DRC approval.
- In general, the exterior colors of a home shall be primarily muted earth tones (e.g., gray, green, brown, beige, ivory, slate, etc.) with one or two accent colors applied to trim areas and architectural features/details.
- Color samples must be at least 8"x10" and marked clearly as to the areas in which they will be used. Submittal package must also include a current color picture of the home depicting the existing color scheme.
- Approved paint schemes shall not be repeated more than once every four lots, or directly across the street.

See also **Garages**.

### **Patios**

See **Driveways, Sidewalks, and Patios**.

### **Patio Covers**

See **Awnings and Overhangs**.

### **Pets**

- No animals, horses, livestock, birds, poultry, reptiles, or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, that the Owners of each Lot may keep a reasonable number of bona fide household pets (including dogs, cats and other domestic animals approved by the DRC, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Community. Pigs, including pot-bellied pigs, are considered livestock, not household pets, or domestic animals.
  - For the purposes of this section, a "reasonable number" shall mean no more than three (3) household pets per Residential Structure.
- A Homeowner's right to keep household pets is coupled with the responsibility to clean up after the pet and to pay for any damage caused by such pets.
- No animal shall be permitted to make an unreasonable amount of noise or cause any objectionable odor or become a nuisance. All pet waste must be removed from any property immediately and disposed of properly. This includes CAB Property, open space areas, parks, landscape tracts, commercial properties, and residential properties. Each Owner with household pet(s) shall be financially responsible and liable for any damage caused by said pet.

- Pets must be leashed or otherwise contained and/or controlled, at all times. Leashes shall be no longer than 10' in length per City Ordinance. Pets shall not be leashed, chained, or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Community, or otherwise left unattended, in each case, outside of such Owner's Lot, except for short durations and in such locations as may be permitted by the owner of the property upon which it is leashed, chained or tethered.
  - Tethering to CAB Property is not permitted.
  - The Owner or Resident so leashing, chaining or tethering remains responsible for such pets, including any damage they cause.
  - Tethers should be at least 6' in length and used solely upon the Owner's lot.
- Owners agree to comply with current inoculations of pets as required by Applicable Law; and all other applicable governmental laws and regulations pertaining to keeping, maintaining, or raising a pet, including, without limitation, registration of pets.
  - The City of Aurora has provided the following additional information:
    - [https://aurora.municipal.codes/Code/14\\_ArtII](https://aurora.municipal.codes/Code/14_ArtII)
- The DRC may prohibit the keeping of certain breeds or kinds of pets, restrict the size of such pets, and impose conditions and restrictions upon the keeping of such pets, based upon a specific determination that such type or size of pet or that more than one of a particular type of pet may constitute a safety concern or nuisance to other Owners.

See also **Nuisances, lights, Odors, and Sounds; Pet Enclosures.**

## **Pet Enclosures**

- Approval is required for all pet enclosures. Fenced pet enclosures (dog runs) are permitted in rear or side yards provided the standard neighborhood fencing is utilized. Side yard dog runs will be allowed behind the front 1/3 of the home and require approval of adjacent Homeowner.
- Specialized dog run fencing may be submitted for consideration by the DRC, subject to written agreement by the adjacent Homeowner.
- Chicken wire and chain link materials are not permitted. The maximum size of a pet enclosure is three hundred (300) square feet.
  - Suggested methods of containment are:
    - Privacy Fence.
    - "Invisible" below-ground electronic containment systems
    - Split rail fencing with "pet-mesh" lining, refer to section on Fencing.
- Approval is required for all pet houses (e.g., dog houses). The maximum size of a pet house is 4' x 4' or combination, not to exceed a total of 16sf. Pet houses must be located in the rear yard and not be visible above the fence line. Pet houses must be constructed with materials and colors which are compatible with the exterior of the home.
  - Architecture to be reviewed and approved by the DRC prior to installation.

## **Play Equipment**

- Approval of the DRC is required prior to installation.
    - This includes fort-style play structures, tree houses, playgrounds, swing sets, climbing equipment, trampolines, etc.
  - The Submittal package must specify location and dimensions of play equipment and include a product brochure or color photo.
  - All play equipment shall be located in the rear yard and must be a minimum of 5' from any Lot line, and not adversely impact drainage or utility easements. The maximum height of play equipment is ten (10) feet from ground.
  - Play structures must be installed to ensure safety and prevention of tipping over.
  - In some cases, the DRC may require the consent of the adjacent Homeowner and/or additional landscaping.
  - Sport courts will be evaluated on their individual merit, use, location on Lot, and appearance.
- See also **Basketball Hoops**.

## **Recreational Vehicles and Motor Homes**

See **Vehicles**.

## **Rentals**

- Owners, Residents, or their agents are not permitted to use Lots for short-term rentals or lodging, vacation rentals "hotel" purposes, i.e., rental or leasing on a day-to-day or week-to-week basis, or any similar temporary lodging or living quarter arrangements. Leases shall be for a minimum term of thirty (30) days and shall be in writing. All leases are fully subject to the Governing Documents.

## **Retaining Walls**

- Approval of the DRC is required.
  - All walls shall be constructed of rock, brick, split face masonry units, cedar, or redwood construction. Pressure treated, railroad ties, other types of wood timbers or unfinished concrete masonry units are not permitted.
  - Retaining walls shall follow all City of Aurora requirements and the Aurora Highlands Urban Design Standards. A single retaining wall shall not exceed thirty-six (36) inches in height (as measured at the exposed side) without an engineering plan.

See also **Drainage**.

## **Roofing**

- Approval is required. In general, roofs shall be constructed with either asphalt shingle, designer shingle, or concrete tile materials and utilize a product which is a minimum 30- year quality. Roofs must be a neutral color (e.g., brown, black or gray).

- Partial replacement or patching of damaged roof sections must be completed with the same brand and color (or suitable replacement) such that the repaired section shall not be distinguishable.
  - In general, rooftop equipment is not permitted.

See also **HVAC; Skylights; Solar Panels and Solar Energy Devices.**

## **Satellite Dishes**

See **Antennas and Satellite Dishes**

## **Sheds**

See **Accessory Structures**

## **Siding and Exterior Materials**

- Approval is required for any changes to the siding or exterior materials of the home.
  - In general, siding material should be wood or fiber cement (e.g., Hardie Plank brand).
  - The use of masonry (including stucco) is encouraged.
  - In general, all siding and exterior materials should utilize earth tone colors.

See also **Painting, Exterior**

## **Signs**

See **Flags, Flagpoles, and Signs**

## **Skylights**

- Skylights must be installed at the same pitch and angle of the existing roof. Bubble style skylights are not permitted. Skylights not included in a builder package, must be approved by the DRC.

## **Snow Removal and Maintenance**

- Snow removal and maintenance of driveways and certain sidewalks in front of or adjacent to the home are the responsibility of the homeowner.
- Snow removal and maintenance of mail kiosks and sidewalks in Common Areas are the responsibility of the CAB.
- Per the city of Aurora, snow and ice must be removed within 24 hours after a snowfall ends, and 48 hours after a snow emergency is declared by the City.

## **Solar Panels and Solar Energy Devices**

- Homeowners are encouraged to install solar panels. Solar panels will be reviewed on a case-by-case basis. In general, solar panels should follow the same pitch and angle of the existing roof so as to

minimize visual impact to adjacent Owners.

- When submitting to the DRC for approval, applicants should include a picture of the roof or area indicating placement of panels, and an information sheet with specifications/type of panel to be installed.

## **Storage Structures**

See **Accessory Structures**.

## **Swimming Pools**

- Swimming pools require DRC approval prior to installation. Permanent above-ground pools are prohibited.
  - Inflatable or lightweight wading pools and splash pools not to exceed twelve (12) feet in diameter may be located in the rear yard without DRC approval between the months of May and September.
  - Pools shall be 5' from the lot line and not impede drainage or intrude upon utility easements.
- All appropriate permits must be obtained from the governing municipality and all safety requirements met.

## **Trash and Recycle Containers, Service**

- Trash and Recycling services are provided by the CAB. Please contact the current Management Company with any questions or concerns.
  - Trash and recycle containers may be placed at curbside for pickup after 6:00 p.m. on the evening before pick-up and shall be returned to a proper storage location by 9:00 p.m. the day of pick-up.
  - Trash containers shall be kept within garages or stored out of sight behind suitable enclosures or locations approved by the DRC at all other times except pickup and shall be kept in a clean and sanitary condition. This is to prevent wildlife from accessing trash.

## **Unsightly Conditions**

- The following are examples, but not all inclusive of unsightly conditions:
  - Rugs, clothing, or other household items hung from any window, balcony, fence, or facade of the buildings.
  - Clotheslines of any type that are visible from the street or any neighbor's Lot.
  - Retractable clotheslines that have not been retracted when not in use.
  - Uncontained or excessive refuse and hoarder type conditions.
  - Excessive weeds and not maintained landscape.
  - Pet waste not promptly removed.



## **Vehicles, Parking**

- **Parking Restrictions:**
  - Parking shall only occur in garages, on driveways, on streets (where permitted by law), or in designated parking areas. Parking in rear or side yard areas is not permitted. Parking on landscaped areas is prohibited.
- **Restrictions, Commercial Vehicle and Recreation Vehicle(s):**
  - Commercial vehicles, tractors, mobile homes, recreation vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, golf carts and boat trailers must be parked only in enclosed garages and may not be parked on the street.
    - Notwithstanding the foregoing, recreation vehicles and motor homes may be temporarily parked for a maximum of seventy-two (72) consecutive hours in the driveway of a Lot for the purposes of loading, unloading and delivery.
    - For the purposes of this section, a “commercial vehicle” means a vehicle that meets any of the following: is used to transport cargo or passengers for profit or hire; or may (but is not required to) contain signage, advertising, or written information on the vehicle or extending from the vehicle; or is any vehicle registered with the State Motor Vehicles Department as a “commercial vehicle”; or meets the definition of local ordinances for being a commercial vehicle; or is any vehicle that is larger than 1-ton payload capacity.
    - Additionally, “recreation vehicle” means motor homes, pick-up trucks with camper shells, trailers, self-contained recreational vehicles, motorcycles, motorbikes, snowmobiles, jet skis, boats, all-terrain vehicles, and other apparatus intended for use on land, water, or in the air, and the trailers used for their transportation.
    - Notwithstanding the foregoing, any such recreational vehicle may be otherwise parked temporarily for loading, unloading and/or delivery.
- **No Abandoned or Inoperable Vehicles:**
  - No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community except in a garage.
    - An “abandoned or inoperable vehicle” shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of two weeks or longer, or which does not have an operable propulsion system installed therein, is up on blocks or covered with a tarpaulin for 72 consecutive hours, or which is not then currently registered and licensed, or which exhibits other characteristics of being abandoned or inoperable, such as, but not limited to, flattened tires or broken windows.
- **No Maintenance or Repair of Motor Vehicles, Trailers, or Boats:**
  - No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of motor vehicles, trailers, or boats, may be performed or conducted in the Community. This restriction does not prevent washing and polishing of any motor vehicle, trailer, or boat.

## **Water Features**

- Low volume water features may be permitted provided they are not audible to the adjacent homeowner. Design approval shall be at the discretion of the DRC and low volume water features will be evaluated on their individual merit, use, location on Lot, and appearance.
  - Water features must be designed with water conservation in mind, and must be complimentary, in color, to the home.

## **Weathervanes**

- Weathervanes require prior DRC approval and will be evaluated on their individual merit and appearance; however, generally roofing accessories are not permitted.

## **Wind Energy Devices**

- Wind energy devices require prior DRC approval and will be evaluated on their individual merit, use, location on Lot and appearance.

See also **Nuisances, Lights, Odors, and Sounds.**

## **Windows**

- All window frames shall be painted or stained wood, vinyl, composite or non-reflective metal framers and dividers. Reflective glass and reflective window tinting are not permitted.
  - For bathrooms ONLY, frosting is permitted to create privacy and shall be neutral in color: white, off-white, light tan, frost. Samples shall be provided to the DRC prior to approval for installation.
  - For Design Review Applications: window replacements without material changes do not require DRC approval.
    - Window replacements that desire changes in materials or aesthetic will need to be reviewed and approved by the DRC.
      - The DRC will consider window replacements according to The Aurora Highlands Architectural Character section of the Residential Architectural Design Guidelines.

## **Wildlife Precautions**

- Wildlife may be present in the Community, including but not limited to coyotes, foxes, rabbits, raccoons, skunks, etc. In order to minimize harmful interactions, homeowners shall:
  - Keep all pet food and pet food bowls inside;
  - Keep trash sealed and/or enclosed within the home; and
  - Never leave pets or children unsupervised outdoors.

## **Wood Storage**

- No wood piles or storage areas shall be so located as to be visible from a street, from the ground level of any Lot or from any Common Area.

- Firewood shall be neatly stacked and shall be located within a screened enclosure or other appropriate feature. Wood piles and enclosures may not exceed four (4) feet in height and sixteen (16) square feet in total area.
- Wood piles shall not be located within 5' of the fence line or impact drainage.

### **Article 3.    *Parks and Open Space Rules***

The following rules apply to CAB owned, managed, and leased properties within the Community ("CAB Properties"):

- 3.1 Dog owners must always leash and have physical control of their dog(s), unless permitted within designated dog parks Dog owners shall pick up and dispose of dog's excrement.
- 3.2 Motorized vehicles are prohibited in parks, trails, and open space except as provided in Section 3.26, below.
- 3.3 Glass containers, littering, dumping, and misuse of public property are prohibited.
- 3.4 Fires are permitted within charcoal burning grills provided at park shelters, or within liquid-fueled or gas-fueled grills/stoves on CAB owned, leased, or managed developed park sites and parking lots when no fire restrictions apply.
- 3.5 Firing or shooting any firearm or archery equipment in or into any CAB Properties is prohibited. Firearms are defined as any pistol, revolver, rifle, bow, crossbow, or other weapon of any description from which a shot, projectile, arrow, or bullet may be discharged. This includes and is not limited to compressed air guns, CO2 and battery-operated guns, BB guns, pellet guns, air soft pellet guns, paintball guns, and slingshots. Archery equipment is defined as any bow and includes, but is not limited to, a crossbow, longbow, or compound bow, which shoots arrows or other projectiles. Model rockets and airplanes are defined as any craft that is propelled off the ground by a gas or electric engine, CO2, compressed air, or any other form of power. Only model gliders propelled by humans and airplanes propelled by elastic bands are permitted.  
  
Possessing fireworks, firearms, archery equipment, model rockets and airplanes on any CAB Properties is prohibited, except as provided by C.R.S. Section 18-12-201et seq.
- 3.6 The operation of any unmanned aerial system (UAS), also known as drones, on CAB Properties is generally prohibited. Events or specific activities can use a drone if granted permission by the DRC and issued a permit
- 3.7 Swimming or the use of watercraft and/or floatation devices is prohibited. Use of model, or remote-controlled toy boats on CAB owned or managed ponds and open water may not interfere with, or disturb fish, wildlife, and fishing activities.
- 3.8 Ponds and Open Water. The following activities are prohibited: walking on ice covered pond surfaces, swimming, use of watercraft, and use of floatation devices.
- 3.9 Parks and open space are open from 5:00 a.m. to 11:00 p.m. daily.
- 3.10 Hitting golf balls in or into CAB Property is prohibited.

- 3.11 Amplified sound systems are prohibited unless specifically authorized in writing by the Managing Agent.
- 3.12 Disorderly conduct as defined in C.R.S. 18-9-106 is prohibited.
- 3.13 Relocating or releasing animals, fish, birds, or insects on CAB Property is prohibited.
- 3.14 CAB owned and managed ponds and water bodies are regulated by both statewide rules and the CAB's posted site rules.
- 3.15 Harassment of wildlife as defined in C.R.S. 33-6-128 is prohibited. All this statute is incorporated herein except sub-section (3).
- 3.16 Camping is prohibited without permit.
- 3.17 The safe use of small stakes (not to exceed 10 inches in length) is permitted in parks. All other staking requires an application and permit issued by the Managing Agent.
- 3.18 Motorized vehicles are not permitted in open space except as provided by Section 3.26, below. Private property may not be accessed through CAB open space.
- 3.19 Dumping and littering of any kind is prohibited. This includes grass clippings, sod, soil, trash, debris, landscape materials, and dog waste.
- 3.20 Recreation amenities such as playgrounds, tetherball, volleyball courts, ball fields, trampolines, horseshoe pits, tree houses, rope swings and archery ranges not constructed by the CAB are prohibited. Personal items shall not be affixed to structures, signs, and posts without being permitted in writing by the CAB. Attaching personal items to trees is prohibited.
- 3.21 Extended Landscaping: Improvements including irrigation, landscape materials, shrub and tree planting, gardening, structures of any kind or retaining walls are prohibited on CAB Properties. Tree and shrub growth extending onto CAB Property that interferes with CAB maintenance practices is prohibited.
- 3.22 Storage or staging of any type of equipment or materials is prohibited.
- 3.23 Dog Off-Leash Areas (if any) hours are from 7:00 A.M. until sunset year-round.
- 3.24 Damage or misuse of CAB Property is prohibited. This includes, but is not limited to applying herbicide, digging, and erosion caused by drainage from adjacent property.
- 3.25 Fence Rules:
  - (a) Owners of property adjacent to fences maintained by the CAB shall not place any landscaping or other materials in such a manner as to cause damage to the CAB's fence. Additionally, nothing shall be placed or affixed on to any CAB fence. The CAB may remove

any such materials at any time. Any person causing any damage to any fence maintained by the CAB shall be responsible for the cost incurred by the CAB to repair the fence. Homeowners will be required to remove all landscaping or other materials so that the CAB may repair such damages.

- (b) Owners of properties adjacent to fence owned by the CAB shall not remove any portions of fence for yard access or any other reason.
- (c) Owners of properties adjacent to fence owned by the CAB shall not install any gates in CAB fencing.

### 3.26 Operation of Motorized Vehicles and Equipment

The operation of any motorized vehicle or equipment on or through parks and open space owned or maintained by the CAB is prohibited except for the following:

- (a) CAB service vehicles and equipment.
- (b) Law enforcement, fire, rescue, and emergency vehicles and equipment, including the sheriff, police, Colorado Division of Wildlife, and animal welfare.
- (c) Vehicles and equipment operated at the direction of public agencies, such as the City of Aurora, Urban Drainage and Flood Control, Colorado Interstate Gas, and Fire and Rescue when being used by such entities to install or maintain facilities located in their easements or rights-of-way.
- (d) Vehicles and equipment operated by contractors of the CAB provided the contractor has obtained an access permit from the CAB.
- (e) Class I and II electrical assisted bikes as defined by C.R.S. 42-1-102 are permitted.
- (f) Other Power-Driven Mobility Devices are permitted in accordance with Applicable Law, including the Americans with Disabilities Act:

### 3.27 Violations of Article III:

Violations any of the provisions of Article III of the Rules or Regulations are misdemeanors punishable as provided in §18-9-117 of the Colorado Revised Statutes.

### 3.28 Other Remedies of the CAB:

Any violations adjacent to private property shall be deemed to have been placed by the owner of the adjacent property and that property owner shall be responsible for the correction of the violation.

- (a) In addition to any penalties provided by the Colorado Revised Statutes, the CAB may

correct violations at the expense of the responsible party.

- (b) Prior to correcting any violation pursuant to Subsection (a) above, the CAB shall give the party responsible 3 days written notice. Immediate action will be required when the violation is determined by staff to be a public safety issue.
- (c) In the event the CAB corrects any such violation, the responsible party shall be assessed a fee equal to the amount required to correct the violation plus 18% for administrative expenses. Any party aggrieved by this section may appeal to the CAB designated Appeals Board.

### 3.29 Temporary Access to Park and Open Space:

Any person working on CAB property must obtain a Temporary Access Permit from the CAB. A Temporary Access Permit Application must be completed and submitted to the Management Company and approved by the CAB before work may commence.

### 3.30 Programs and Lessons on CAB Properties:

All lessons and/or programs held on CAB Properties must be approved by the CAB prior to any use. Approval shall be in the form of a park permit, lease, or a personal services contract with the CAB. All uses are subject to current park reservation or lease fees. Parents instructing their children or family members and friends recreating in parks are exempt from this rule provided that a fee is not charged, and that the activity is not regularly scheduled and ongoing.

### 3.31 Temporary Park Vending:

- (a) Any vendor selling concessions or food items in the Community must obtain a Temporary Vending Permit. A Temporary Vending Permit Application must be completed and submitted with associated fees to the CAB via the Managing Agent. Vending shall be permitted only within designated areas of the community parks.
- (b) Vending is limited in scope to days and times approved by the CAB.

## Article 4. *Covenant Enforcement*

- 4.1 Owner Complaints. Any complaint by an Owner which alleges a violation of the Master Declaration, or any other Governing Document shall be made in writing. A form Witness Statement may be obtained from the Management Company, the Community website, or at the end of this Handbook. At a minimum, the complaint shall set forth:
- (a) The name, Lot address or unit number and phone number of the complaining witness.
  - (b) The name, if known, and Lot address or unit number of the violator.
  - (c) The specific details or description of the violation, including the date, time, and location where the violation occurred.
  - (d) A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
  - (e) The signature of the complaining witness and the date on which the complaint is made.
- 4.2 Notification of Alleged Violation. If an investigation or inspection reveals that any part or portion of a Lot is not in compliance with the Governing Documents, the DRC has submitted a Notice of Noncompliance with respect to a Lot, or another Owner has submitted a complaint in accordance with Section 4.2 above, the Owner shall be notified of the complaint and alleged violation by the Community's duly authorized agent. The Owner shall have fourteen (14) days to correct or cure the violation, except those certain violations constituting a nuisance or a threat to the health, safety or welfare of another resident may require immediate correction or cure. If the complaint is based on conduct of the Owner's Resident, the Resident shall also be notified of the alleged violation.
- 4.3 Opportunity for a Hearing Before the Appeals Board. Any Owner receiving a Notice of Alleged Violation and who has not corrected or cured the violation within the permitted time is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:
- (a) If the Owner desires a hearing on the alleged violation, within fifteen (15) days after the Notice of Alleged Violation has been delivered on the Owner and the time for correction or cure of the violation has expired, the Owner must complete the Request for a Hearing form, and return it to the Appeals Board, or duly authorized agent.
  - (b) If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Appeals Board. The Owner shall be notified of the date and time of the hearing, which shall be conducted no later than sixty (60) days after receipt of the Request for a Hearing, as determined by the Appeals Board. The hearing shall be conducted in accordance with any rules and procedures therefore promulgated by the Appeals Board.
  - (c) At any such hearing, the Appeals Board shall hear and consider arguments, evidence, or statements regarding the alleged Violation. Following a hearing, the Appeals Board shall



issue, within 15 business days, its determination regarding the alleged Violation.

Notification of the Appeal Board's determination shall be provided to the Owner. Where the Lot is determined to be in Violation of the Governing Documents, the Notification shall be considered a notice of violation (a "Notice of Violation"), and shall include the timeline, which may be immediate and may not exceed 45 forty-five days, in which the Violation is to be corrected, remedied, or otherwise removed, as well as any Fines or other sanctions imposed. Fines may be imposed according to the Fees and Fines Schedule adopted by CAB and may be amended from time to time.

- (d) At any time prior to the Appeals Board final determination of Violation, an Owner may notify the Appeals Board, or Managing Agent, in writing that any Violation has been corrected, remedied, or removed. Following inspection of the Lot by any duly authorized agent, and confirmation that the Lot is in compliance, the Appeals Board may suspend or dismiss all actions to enforce its remedies.
- (e) If no Request for a Hearing is filed within fifteen (15) days after a Notice of Alleged Violation, a hearing will be considered waived, the allegations in the Notice of Alleged Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed per the Enforcement Policy. The Owner shall be notified by the Appeals Board or Managing Agent of any such determination using the same form and in the same manner as if a hearing had been conducted.
- (f) The final authority for decisioning lies with the Appeals Board.

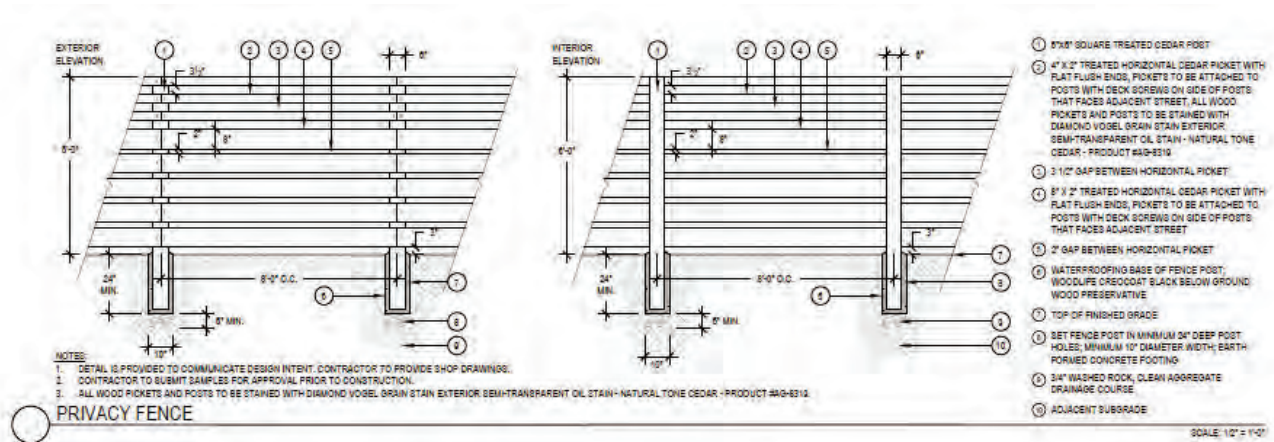
4.4 Remedies. If an Owner does not cure any Violation within the time period set forth in the Confirmed Notice of Violation, the CAB shall have all of the remedies set forth in Section 6.05 of the Master Declaration.

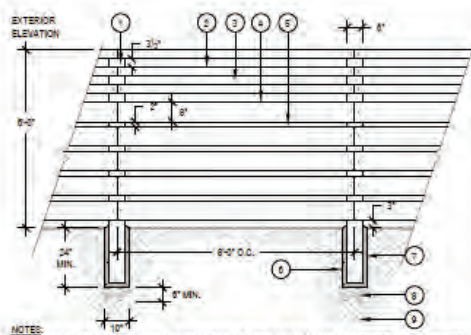
## Article 5. *Miscellaneous*

- 5.1 Master Declaration Prevails. In the event of any inconsistency between the provisions of these Rules and Regulations and the Master Declaration, the Master Declaration shall prevail. Capitalized terms used herein, but not otherwise defined in these Rules and Regulations will have the same definition given to such terms in the Master Declaration.
- 5.2 Amendment. The CAB may amend, supplement, repeal, replace or modify these Rules and Regulations from time to time as it deems appropriate or convenient in its sole discretion.
- 5.3 Construction and Development. Notwithstanding anything to the contrary herein contained, normal construction activities and parking in connection with Declarant's building of improvements within the Community or Declarant's other developmental activities shall not be considered a nuisance or otherwise be prohibited by these Rules and Regulations.
- 5.4 Remedies. All remedies set forth in the Master Declaration and these Rules and Regulations shall be cumulative of any remedies available at law or in equity, except as limited in the Master Declaration. The decision to pursue enforcement action in any case shall be left to the CAB's duly authorized Agent, or Appeals Board discretion, except that neither the CAB, CAB's Agent, nor the Appeals Board shall be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the CAB, CAB's duly authorized Agent, or Appeals Board may determine that, under the circumstances of a particular case:
- (a) the position is not strong enough to justify taking any or further action;
  - (b) the covenant, restriction, or rule and regulation being enforced is, or is likely to be construed as, inconsistent with applicable law;
  - (c) although a violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the CAB's resources; or
  - (d) that it is not in the CAB's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the CAB's, Appeals Board's or Managing Agent's right to enforce such provision, at a later time, or preclude the CAB, the Appeals Board, or Managing Agent from enforcing any other covenant, restriction, or rule.

### EXHIBIT A Fence Details

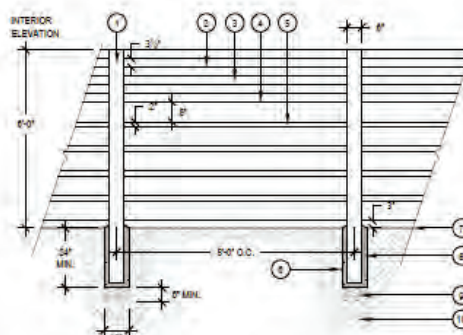




## NOTES:

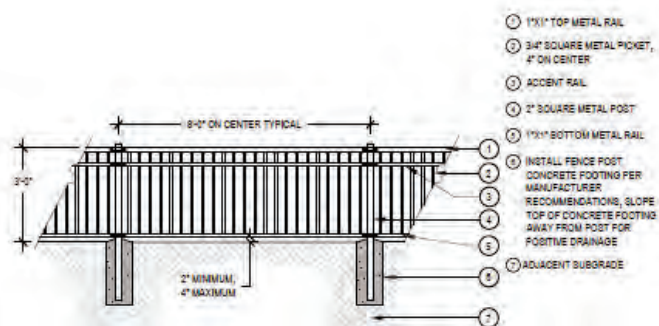
1. DETAIL IS PROVIDED TO COMMUNICATE DESIGN INTENT. CONTRACTOR TO PROVIDE SHOP DRAWINGS.
2. CONTRACTOR TO SUBMIT SAMPLES FOR APPROVAL PRIOR TO CONSTRUCTION.
3. ALL WOOD PICKETS AND POSTS TO BE STAINED WITH DIAMOND VOGEL GRAIN STAIN EXTERIOR SEMI-TRANSPARENT OIL STAIN - NATURAL TONE CEDAR - PRODUCT #40-8312.

# PRIVACY FENCE



1. 6"X8" SQUARE TREATED CEDAR POST
2. 1" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET. ALL WOOD PICKETS AND POSTS TO BE STAINED WITH DIAMOND VOGEL GRAIN STAIN EXTERIOR SEMI-TRANSPARENT OIL STAIN - NATURAL TONE CEDAR - PRODUCT #40-8312
3. 1 1/2" GAP BETWEEN HORIZONTAL PICKET
4. 6" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET
5. 2" GAP BETWEEN HORIZONTAL PICKET
6. WATERPROOFING BASE OF FENCE POST; WOODLIFE CRECOAT BLACK BELOW GROUND WOOD PRESERVATIVE
7. TOP OF FINISHED GRADE
8. SET FENCE POST IN MINIMUM 24" DEEP POST HOLES, MINIMUM 10" DIAMETER WIDTH; EARTH FORMED CONCRETE FOOTING
9. 3/4" WASHED ROCK, CLEAN AGGREGATE DRAINAGE COURSE
10. ADJACENT SUBGRADE

SCALE: 1/2" = 1'-0"

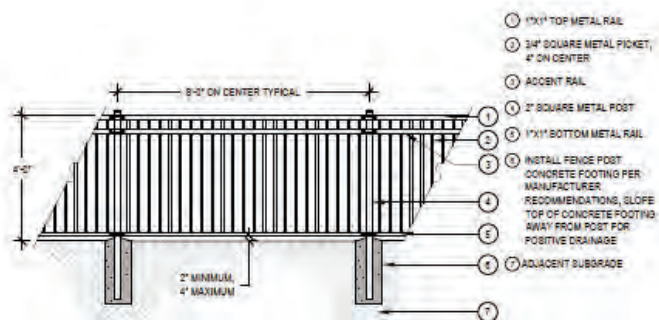


**NOTES:**

1. FENCE TO BE AMERISTAR 3' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH. REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.

**3' METAL FENCE**

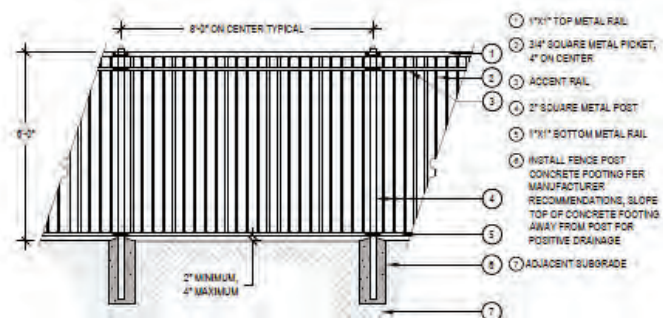
SCALE: 1/2" = 1'-0"

**NOTES**

1. FENCE TO BE AMERISTAR 4' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH, REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.

4' METAL FENCE

SCALE: 1/2" = 1'-0"

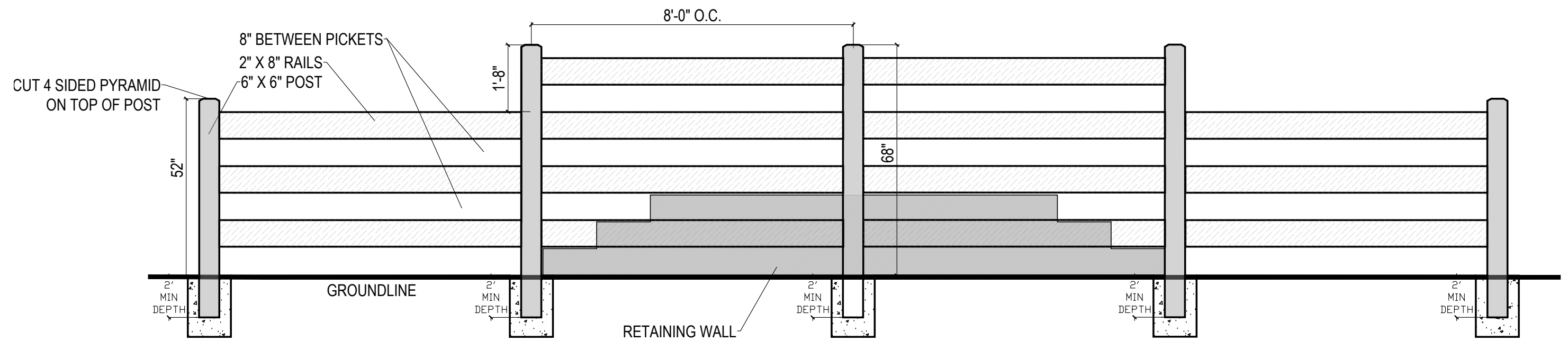


## NOTES

1. FENCE TO BE AMERISTAR 6' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH. REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.

6' METAL FENCE

SCALE: 1/2" = 1'-0"



SPLIT RAIL FENCE DETAIL: 3 RAIL TO 4 RAIL TRANSITION AT RETAINING WALL



EXHIBIT B



APPLICATIONS AND FORMS

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The Aurora Highlands  
Initial Design, or Improvement/Modification Request Form

114

NAME: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

The following type of improvement/modification/design change is requested (check applicable boxes):

- ☐ Landscaping: Initial/Mod (circle)   ☐ Deck/Patio/Slab   ☐ Room Addition   ☐ Painting   ☐ Hot Tub
- ☐ Drive/Walk Addition   ☐ Fire Place/Pit   ☐ Patio Cover/Awning/Gazebo/Accessory Structure
- ☐ Satellite/Antenna   ☐ Pet Enclosure/Run   ☐ Fencing/Side Yard Fencing   ☐ Roofing/Solar
- ☐ Other \_\_\_\_\_

*Note: If more than one type of improvement is requested, describe the project(s) using additional sheets, as necessary.*

**Describe Improvement:** (also, attach a picture, drawing, or brochure showing the proposed improvement, including a plot plan showing the location and measurements, of the improvement, on the lot and any other items required per the Aurora Highlands Homeowner Handbook, as they may be amended).

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**Completion Deadline:** \_\_\_\_\_

I/We understand that approval of the Design Review Committee ("DRC") is required before beginning work. I/We also understand that the DRC approval does not constitute approval of the local City/County building departments or any other governmental or private entity and that a building permit or other items may be required. I/We agree to complete all DRC approved improvements promptly after receiving, and consistent with, DRC approval. Completion of the improvement(s) is required by the completion deadline shown above. I/We will immediately report to the DRC any delay in such completion to request an extension, which the DRC may approve or deny in its sole discretion. I/We understand that if there is no written response to this request from the DRC within 30 days the request is **denied**. I/We understand that the modification must be **commenced within 6 months, and initial installation for Landscaping must be installed on the front lot within 60 days** from the date of closing, and 90 days for rear landscaping, or the approval is **rescinded**. The only exception is the Winter Deferral Period. I/We have read these instructions, the Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, as it may be amended, and the Aurora Highlands Homeowner Handbook, as they may be amended, and shall comply accordingly. Review process begins when a **completed** request is received, to include fee.

**Homeowner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(Please check box)**   ☐ **Fee of \$150 for Initial Design**   ☐ **Fee of \$50 for Improvement or Modification**  
☐ **Fee of \$50 for Variance**

**For Internal Use only:**

**DRC ACTION:**   ☐ **Approved**   ☐ **Approved, subject to:**   ☐ **Denied because:**

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**DRC Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Completed Request Received on: \_\_\_\_\_ Returned on: \_\_\_\_\_

**Submit to:** The Aurora Highlands c/o Timberline District Consulting, 545 3<sup>rd</sup> Street, Unit 482, Monument, CO 80132, or email to [theaurorahighlands@timberlinedc.com](mailto:theaurorahighlands@timberlinedc.com)

## DESIGN REVIEW: REQUEST FOR A HEARING BEFORE THE APPEALS BOARD

I hereby request a hearing before the Appeals Board on the decision made by the DRC denying my request for Approval of Architectural Improvements/Modifications, Approval for Landscape Improvements/Modifications, and/or for a variance from the Design Guidelines.

---

Owner/Resident Name (please print)

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Address

---

City, State, Zip

---

Phone Number

---

Email Address

---

Signature

---

Date



## DESIGN REVIEW: APPEALS BOARD DETERMINATION

To: \_\_\_\_\_  
(Owner/Resident)

Date: \_\_\_\_\_

### NOTICE OF DETERMINATION REGARDING DESIGN REVIEW

On \_\_\_\_\_, 20\_\_\_\_ you were notified regarding denial of a Design Review Application or Request for Variance. Pursuant to the Declaration, Design Guidelines, and Rules and Regulations of The Aurora Highlands:

( ) A hearing before the Appeals Board was held at your request regarding your Design Review Request or Request for Variance.

( ) Your Design Review/Variance disposition remains the same as communicated on \_\_\_\_\_, and is denied.

( ) Your Design Review Application or Request for Variance has been GRANTED, subject to the following conditions: \_\_\_\_\_

\_\_\_\_\_

( ) Your Design Review Application, or Request for Variance, has been approved, as submitted.

Sent on Behalf of the Aurora Highlands Community Board, Appeals Board

By: \_\_\_\_\_

Title: \_\_\_\_\_

c/o Timberline District Consulting  
545 3<sup>rd</sup> Street, Unit 482  
Monument, CO 80132



## VIOLATION COMPLAINT - WITNESS STATEMENT

**PLEASE PRINT OR TYPE.** Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

### INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

\_\_\_\_\_  
Reporting Witness Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parcel or Lot Address

\_\_\_\_\_  
Area Code - Phone number

### ADDITIONAL WITNESSES

\_\_\_\_\_  
Name & Address

\_\_\_\_\_  
Area Code - Phone Number

\_\_\_\_\_  
Name & Address

\_\_\_\_\_  
Area Code - Phone Number

### INFORMATION CONCERNING THE VIOLATOR

\_\_\_\_\_  
Violator's Name

\_\_\_\_\_  
Area Code - Phone Number

\_\_\_\_\_  
Parcel or Lot Address

\_\_\_\_\_  
Parcel or Lot Owner's Name, Address & Phone No. if different than the Violator.

### INFORMATION CONCERNING THE VIOLATION

\_\_\_\_\_  
Violation Date

\_\_\_\_\_  
Time

\_\_\_\_\_  
Location

\_\_\_\_\_  
Section(s) of Master Declaration or Rules and Regulations that was violated

\_\_\_\_\_  
Reporting Witness' Observations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were any photographs or sound recordings made? Yes \_\_\_\_\_ No \_\_\_\_\_ By whom? \_\_\_\_\_

Include any audio or videotapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph(s), the date it was made, the location it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL FULLY COOPERATE WITH THE CAB AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL \_\_\_\_\_ WILL NOT \_\_\_\_\_ APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_  
Signature



## **VIOLATION: REQUEST FOR A HEARING BEFORE THE APPEALS BOARD**

I hereby request a hearing before the Appeals Board on the statements made against me as contained in the Notice of Alleged Violation dated \_\_\_\_\_, 20\_\_\_\_ alleging a violation of the Master Declaration or Rules and Regulations for The Aurora Highlands.

\_\_\_\_\_  
Owner/Resident's Name (printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Area Code and Phone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## NOTICE OF VIOLATION: APPEALS BOARD DETERMINATION

To: \_\_\_\_\_  
(Owner/Resident)

Date: \_\_\_\_\_

### NOTICE OF DETERMINATION REGARDING VIOLATION

On \_\_\_\_\_, 20\_\_\_\_ you were notified of a violation of the Master Declaration or Rules and Regulations of The Aurora Highlands. Pursuant to Rules and Regulations:

- ( ) A hearing before the Appeals Board was held at your request regarding the alleged violation.
- ( ) You have admitted to the violation by default and waived your right to request a hearing. After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:
- ( ) You were found not to have committed the violation and no action will be taken.
- ( ) A 1st, 2nd, 3rd or subsequent violation (circle one) of the Master Declaration or Rules and Regulations has occurred and a fine in the amount of \$\_\_\_\_\_ is now due.
- ( ) A violation of the Master Declaration or Rules and Regulations of a continuing nature has occurred and a fine in the amount of \$\_\_\_\_\_, per day, from \_\_\_\_\_, 20\_\_\_\_ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE MANAGING AGENT HAS BEEN NOTIFIED.
- ( ) Damages & expenses in the amount of \$\_\_\_\_\_ have accrued and are due.
- ( ) Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the COMMUNITY and are due.
- ( ) Damage has occurred, or an architectural violation exists, as charged in the complaint. You have \_\_\_\_\_ days from the date of this Notice of Violation to correct the violation. If you fail to correct the violation within such time, the Community will proceed to have the damage or violation corrected or repaired at your expense or may exercise other legal remedies.
- ( ) As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and you will be responsible for paying the fees and expenses incurred.

Sent on Behalf of the Aurora Highlands Community Board, Appeals Board

By: \_\_\_\_\_

Title: \_\_\_\_\_

c/o Timberline District Consulting

545 3<sup>rd</sup> Street, Unit 482

Monument, CO 80132



The Aurora Highlands  
Form to Request Use of CAB Property

120

NAME: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**The following use type is requested** (check applicable boxes):

☐ Entertainment Event   ☐ Concert   ☐ Conference   ☐ Class   ☐ Trade show   ☐ Other

**Location of request:**

☐ CAB Open Space   ☐ Park   ☐ Community Center   ☐ Other

**Activities included in the request:**

☐ Vending   ☐ Food Sales   ☐ Alcohol (Permit required\_\_\_\_)   ☐ Other

**Number of Attendees:** \_\_\_\_\_ **Proof of Insurance:** \_\_\_\_\_ **Date/Time of Event:** \_\_\_\_\_

Deposit: \_\_\_\_\_ Rental Fee: \_\_\_\_\_ TOTAL: \_\_\_\_\_

Please provide a detailed description of the Event with details on set up, usage, and breakdown of event:

**Alternate Contact Information:**

NAME: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**For Internal Use only:**

**DRC ACTION:**   ☐ Approved   ☐ Approved, subject to:   ☐ Denied because:

**DRC Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## RESOLUTION NO. 2022-06-02

### AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD ADOPTING THE AURORA HIGHLANDS HOMEOWNER HANDBOOK: DESIGN GUIDELINES, RULES AND REGULATIONS

A. The Aurora Highlands Community Authority Board, (the “**CAB**”) is a political subdivision and public corporation of the State of Colorado, created pursuant to Sections 29-1-203 and -203.5, C.R.S., and that certain The Aurora Highlands Community Authority Board Second Amended and Restated Establishment Agreement, made and entered into on April 27, 2022, with an original effective date of November 21, 2019 (as may be further amended and/or restated, the “**CABEA**”), by and between Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1, and ATEC Metropolitan District No. 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (individually, a “**District**” and collectively the “**Districts**”).

B. Aurora Highlands, LLC, a Nevada limited liability company (the “**Developer**”), the master developer of The Aurora Highlands project (the “**Property**”), has executed a Master Declaration of Covenants, Conditions and Restrictions for the Property recorded in the real property records of Adams County, State of Colorado, on February 2, 2020, at reception number 2020000010483 (as the same may be amended, supplemented, and/or modified from time to time, the “**Declaration**”), which Declaration declares that the Property is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, and altered in accordance with and subject to the covenants and use restrictions contained therein.

C. The Declaration and CABEA provide that the CAB shall enforce each of the provisions provided therein on behalf of the Districts.

D. Section 29-1-203.5, C.R.S., authorizes the CAB to “exercise any general power of a special district specified in part 10 of article 1 of title 32, C.R.S., so long as each of the parties to the contract may lawfully exercise the power.”

E. Section 32-1-1004(8), C.R.S., authorizes the CAB to furnish covenant enforcement and design review services within the Districts if the declaration, rules and regulations, or similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and/or design review entity.

F. The Board of Directors for the CAB (the “**Board**”) adopted Resolution 2020-04-02, Resolution of the Board of Directors of The Aurora Highlands Community Authority Board Acknowledging and Adopting the Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, which acknowledged the CAB’s authority to administer and enforce the Declaration, and adopt design guidelines and rules and regulations for the Property.

G. The CABEA authorizes the CAB to enforce the Declaration and to adopt design guidelines and covenant enforcement rules and regulations, as may be amended from time to

time, on behalf of the Districts and the Property. Such design guidelines and covenant enforcement rules and regulations were set forth in The Aurora Highlands Homeowner Handbook: Rules and Regulations dated July 2020.

H. The Board previously adopted Resolution Nos. 2020-08-02 and 2021-02-01 concerning the adoption and update of The Aurora Highlands Homeowner Handbook.

I. The Aurora Highlands Homeowner Handbook: Rules and Regulations permits the CAB to modify the rules and regulations set forth therein, at any time in its sole discretion.

J. The CAB desires to provide for the orderly and efficient enforcement of the Declaration by adopting the updated The Aurora Highlands Homeowner Handbook: Design Guidelines, Rules and Regulations dated June 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, COUNTY OF ADAMS, STATE OF COLORADO, AS FOLLOWS:

1. The foregoing Recitals are incorporated into and made a substantive part of this Resolution.

2. The CAB hereby determines that it is in the best interests of the CAB and the property owners, residents, and users of the Property for the CAB to adopt the updated The Aurora Highlands Homeowner Handbook: Rules and Regulations. The CAB further reserves the right to adopt supplemental design standards and guidelines, and rules and regulations, as contemplated by the Declaration as necessary to serve the Property, and the property owners, residents, and users within the Property.

3. Accordingly, the Board of Directors of the CAB hereby adopts the updated The Aurora Highlands Homeowner Handbook: Design Guidelines, Rules and Regulations as described in **Exhibit A**, attached hereto and incorporated herein by this reference.

4. The Board of Directors declares that the updated The Aurora Highlands Homeowner Handbook: Design Guidelines, Rules and Regulations are effective as of June 2022.

5. The Board hereby authorizes and directs the officers of the CAB, the committees of the CAB, and CAB staff to take all actions necessary to implement and enforce the updated The Aurora Highlands Homeowner Handbook: Design Guidelines, Rules and Regulations.

6. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

7. Nothing herein shall be interpreted or construed as limiting the Board's authority, in its sole and absolute discretion, to supplement or amend this Resolution from time to time.

APPROVED AND ADOPTED this 16th day of June 2022.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

By: \_\_\_\_\_  
Matt Hopper, President

Attest:

\_\_\_\_\_  
Secretary/Asst. Sec.

**EXHIBIT A**

The Aurora Highlands Homeowner Handbook:  
Design Guidelines, Rules and Regulations