

**PARKER HOMESTEAD METROPOLITAN DISTRICT**

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
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NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
James E. Marshall	President	2022/May 2022
Thomas J. Brinkman II	Treasurer	2022/May 2022
Shelley D. Marshall	Assistant Secretary	2022/May 2022
Lisa S. Brinkman	Assistant Secretary	2023/May 2022
Scott Marshall	Assistant Secretary	2023/May 2022
Ann E. Finn	Secretary	

DATE: June 8, 2021

TIME: 2:30 p.m.

*Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this meeting will be held via telephone conference without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:*

**CONFERENCE CALL NUMBER: 1-877-250-3814**  
**PASSCODE: 5592663#**

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

\_\_\_\_\_

A. Approve Agenda, confirm location of the meeting and posting of meeting notice and designate 24-hour posting location.

\_\_\_\_\_

B. Consider appointment of Officers:

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

C. Review and approve the minutes of the October 13, 2020 Special Meeting (enclosure).

\_\_\_\_\_

- E. Consider authorizing interested Board Members to attend the 2021 Special District Association's Annual Conference in Keystone on September 14, 15 and 16, 2021.
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## II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
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## III. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims for the period beginning October 1, 2020 through May 31, 2021 for the total amount of \$302,657.40 (enclosure).
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- B. Review and accept unaudited financial statements through the period ending April 30, 2021 (enclosure).
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- C. Review and consider approval of 2020 Audit (to be distributed) and authorize execution of Representations Letter (enclosure).
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- D. Consider setting the date for a Public Hearing to adopt the 2022 Budget for October 12, 2021, at 2:30 p.m., to be held at the Colorado Escrow and Title, 10851 South Crossroads Dr., Suite B in Douglas County, Colorado or virtually pending COVID-19 restrictions.
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## IV. LEGAL MATTERS

- A. Review and Consider Adoption of Second Amendment to Resolution No. 2014-03-02 Regarding Colorado Open Records Act Requests (enclosure).
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- B. Discuss status of Operations and Maintenance Agreement between the District and Heirloom Owners Association (enclosures).
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V. OTHER MATTERS

A. \_\_\_\_\_

VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
OCTOBER 12, 2021 AT 2:30 P.M. – BUDGET HEARING**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PARKER HOMESTEAD METROPOLITAN DISTRICT HELD OCTOBER 13, 2020

A Special Meeting of the Board of Directors of the Parker Homestead Metropolitan District (referred to hereafter as "Board") was convened on Tuesday, October 13, 2020, at 2:30 p.m. Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held by conference call.

#### ATTENDANCE

#### Directors In Attendance Were:

James E. Marshall  
Thomas J. Brinkman II  
Shelley Marshall

#### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.  
Christopher Brummitt, Esq.; McGeady Becher P.C.  
Eric Weaver and Cheri Curtis; Marchetti & Weaver, LLC

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

It was noted that a quorum was present and Attorney Brummitt requested members of the Board to disclose any potential conflicts of interest regarding 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 the statute. Attorney Brummitt noted that conflict disclosure statements were filed for all Directors by the statutory deadline. No additional conflicts were disclosed at the meeting.

#### ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Special Meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the agenda was approved, as amended.

**Meeting Location/Manner and Posting of Meeting Notice:** The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board noted that due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held by conference call.

Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

**Appointment of Directors:** The Board considered the appointment of Lisa S. Brinkman and Scott Marshall to fill vacancies on the Board of Directors. Ms. Finn noted for the Board that no letters of interest were received prior to the Board meeting.

Following discussion, upon motion duly made by Director J. Marshall, seconded by Director T. Brinkman and, upon vote, unanimously carried, the Board appointed Lisa S. Brinkman and Scott Marshall to fill the vacant positions on the Board of Directors.

**Resolution No. 2020-10-01 Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 24-Hour Notices:** Ms. Finn discussed with the Board Resolution No. 2020-10-01 Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 24-Hour Notices.

The Board determined to meet at 2:30 p.m. on June 8, 2021 and October 12, 2021 at the Colorado Escrow and Title, 10851 South Crossroads Dr., Suite B in Douglas County, Colorado.

Following discussion, upon motion duly made by Director J. Marshall, seconded by Director T. Brinkman and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-10-01 Establishing Regular Meeting Dates, Time and Location, and Designating Location for 24-Hour Notices.

## RECORD OF PROCEEDINGS

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**§32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2021 (Transparency Notice):** The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2021.

Following discussion, upon motion duly made by Director J. Marshall, seconded by Director T. Brinkman and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association's website.

**Minutes of the June 9, 2020 and August 6, 2020 Special Meetings:** The Board reviewed the Minutes of the June 9, 2020 and August 6, 2020 Special Meetings.

Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall, upon vote, unanimously carried, the Minutes of the June 9, 2020 and August 6, 2020 Special Meetings were approved, as presented.

### **PUBLIC COMMENT**

There were no public comments at this time.

### **FINANCIAL MATTERS**

**Payment of Claims:** The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending June 1, 2020 – Sept. 30, 2020
General	\$ 18,298.07
Debt	\$ 207,866.00
Capital	\$ -0-
<b>Total</b>	<b>\$ 226,164.07</b>

Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims as presented.

**Payment Due to Parker Homestead Investments, LLC:** The Board discussed the payment due to Parker Homestead Investments, LLC under the Second Amendment to the Facilities Acquisition and Reimbursement Agreement between the District and Parker Homestead Investments, LLC.

Following discussion, upon motion duly made by Director J. Marshall, seconded by Director T. Brinkman and, upon vote, unanimously carried, the Board approved the payment due to Parker Homestead Investments, LLC under the Second Amendment to the Facilities Acquisition and Reimbursement Agreement between the District and Parker Homestead Investments, LLC.

## RECORD OF PROCEEDINGS

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The Board discussed the payment due to Parker Homestead Investments, LLC under the Operation Funding Agreements between the District and Parker Homestead Investments, LLC.

Following discussion, upon motion duly made by Director J. Marshall, seconded by Director T. Brinkman and, upon vote, unanimously carried, the Board approved the payment due to Parker Homestead Investments, LLC under the Operation Funding Agreements between the District and Parker Homestead Investments, LLC.

**Colorado Local Government Liquid Asset Trust (“ColoTrust”)**: The Board discussed opening an account with ColoTrust.

Following discussion, upon motion duly made by Director J. Marshall, seconded by Director T. Brinkman and, upon vote, unanimously carried, the Board authorized opening an account with ColoTrust.

**Unaudited Financial Statements**: Mr. Weaver reviewed with the Board the unaudited financial statements for the period ending August 31, 2020.

Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending August 31, 2020, as presented.

**2020 Audit**: The Board discussed the engagement of Simmons & Wheeler, P.C. to perform the 2020 Audit.

Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the Board approved the engagement of Simmons & Wheeler, P.C. to perform the 2020 Audit, for an amount not to exceed \$5,000.

**Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3**: The Board reviewed Resolution No. 2020-10-02, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3.

Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-10-02, Resolution Authorizing Adjustment of the District

## RECORD OF PROCEEDINGS

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Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3. A copy of the adopted Resolution is attached to these minutes and incorporated herein by this reference.

**2020 Budget Amendment Hearing:** The President opened the public hearing to consider the Resolution to Amend the 2020 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director T. Brinkman moved to adopt the Resolution to Amend 2020 Budget, Director J. Marshall seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-10-03 to Amend the 2020 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2021 Budget Hearing:** The President opened the public hearing to consider the proposed 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the President closed the public hearing.

Mr. Weaver reviewed the estimated year-end 2020 revenues and expenditures and the proposed 2021 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2020-10-04 to Adopt the 2020 Budget and Appropriate Sums of Money and Resolution No. 2020-10-05 to Set Mill Levies (for the General Fund at 3.586 mills and the Debt Service Fund at 44.019 mills, for a total of 47.605 mills). Upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2020. Ms. Finn was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Douglas County and the Division of Local Government not later than December 15, 2020. Mr. Solin was also authorized to transmit the Certification of Budget to the



## RECORD OF PROCEEDINGS

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Division of Local Government not later than January 30, 2021. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

**DLG-70 Mill Levy Certification Form**: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

**2022 Budget Preparation**: The Board discussed the preparation of the 2022 Budget.

Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 Budget.

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### **LEGAL MATTERS**

**Resolution No. 2020-10-06 Regarding Loan Reporting Policies and Procedures**: Attorney Brummitt reviewed with the Board Resolution No. 2020-10-06 Regarding Loan Reporting Policies and Procedures.

Following discussion, upon motion duly made by Director T. Brinkman, seconded by Director J. Marshall and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-10-06 Regarding Loan Reporting Policies and Procedures.

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### **OTHER MATTERS**

There were no other matters to discuss at this time.

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### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by T. Brinkman, seconded by J. Marshall and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

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

**RESOLUTION NO. 2020 - 10 - 04**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PARKER HOMESTEAD METROPOLITAN DISTRICT**  
**TO ADOPT THE 2021 BUDGET AND APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board of Directors of the Parker Homestead Metropolitan District ("District") has appointed the District Accountant to prepare and submit a proposed 2021 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2020, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 13, 2020, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Parker Homestead Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Parker Homestead Metropolitan District for the 2021 fiscal year.

2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 13th day of October, 2020.

*Ann Finn*

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Secretary



EXHIBIT A  
(Budget)

# **PARKER HOMESTEAD METROPOLITAN DISTRICT**

## **2021 Budget Message**

### **Introduction**

The District was formed in March of 2011 for the purpose of providing planning, design, acquisition, construction, installation, relocation and financing of streets, water system, sanitary sewer system, drainage and storm water improvements and parks and recreation improvements ("Public Improvements").

The 2021 budget was prepared in accordance with the Local Government Budget Law of Colorado. The budget reflects the projected spending plan for the 2021 fiscal year based on available revenues. This budget provides for the annual debt service on the District's general obligation debt, and the general operation of the District. The Board of Directors authorized adjustment of the District mill levy in accordance with the Colorado Constitution, Article X, Section 3 (the "Gallagher Adjustment"). The Gallagher Adjustment and the District's Service Plan authorize an adjustment of the Maximum Debt Mill Levy in the event that the method of calculating assessed valuation is changed after January 1, 2000, by any change in law, change in method of calculation, or in the event of any legislation or constitutionally mandated tax credit, cut, or abatement. The adjustment to the Maximum Debt Mill Levy is determined by the Board so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. The Colorado General Assembly passed House Bill 17-1349 setting the ratio of valuation for assessment for real residential property at 7.15% (decreased from 7.2%) for property taxes commencing on and after January 1, 2019. In November 2020, voters agreed to Repeal the Gallagher Amendment by approving Amendment B. The Gallagher Adjustment for the District allows for a total mill levy imposition, as noted in the following paragraph, so the District's revenue is neither diminished nor enhanced.

The District's assessed value increased by 0.3% in 2020 to \$14,366,690 from \$14,323,290. The District certified 47.605 mills for taxes collected in the 2021 fiscal year with 3.586 mills dedicated to the General Fund and 44.019 mills dedicated to the Debt Service Fund.

### **Budgetary Basis of Accounting**

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the District's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation paid.

### **Fund Summaries**

The **General Fund** is used to account for resources traditionally associated with government such as property taxes, specific ownership tax and expenditures which include District administration, legal services, developer repayments, and other expenses related to statutory operations of a local government.

The **Debt Service Fund** is used to account for property taxes and other revenues dedicated to pay the fiscal year's debt service which includes principal payments, interest payments, and administrative costs associated with debt obligations. In 2016, the District issued General Obligation Refunding and Improvement Bonds in the amount of \$8,300,000. In 2020, the District issued Taxable Converting to Tax-Exempt General Obligation Refunding Loan in the amount of \$8,300,000 at an initial taxable interest rate of 3.95%, which will convert to a 3.17% tax exempt rate on September 1, 2021.

### **Emergency Reserve**

As required under Article X, Section 20 of the Colorado Constitution, the District has provided for an Emergency Reserve in the amount of 3 % of the total fiscal year revenues in the General Fund.

Parker Homestead Metropolitan District  
Statement of Revenues, Expenditures, & Changes In Fund Balance  
Modified Accrual Basis For the Period Indicated

Date Printed: 12/13/20

	2019 Audited Actual	2020 Adopted Budget	2020 Amended Budget	2020 Forecast	YTD Thru 08/31/20 Actual	YTD Thru 08/31/20 Budget	Variance Favorable (Unfavor)	2021 Adopted Budget	Notes/Assumptions
<b>PROPERTY TAXES</b>									
Assessed Valuation	12,485,830	14,323,290	14,323,290	14,323,290				14,366,690	Final AV Per County
<b>Mill Levy Breakdown:</b>									
Mill Levy - Operations	4.085	3.597	3.597	3.597			3.586		To generate \$51,515 + 1%/ Yr
Mill Levy - Debt	43.100	44.047	44.047	44.047			44.019		Remaining mill levy
<b>Total</b>	<b>47.185</b>	<b>47.644</b>	<b>47.644</b>	<b>47.644</b>			<b>47.605</b>		35 mills gallagherized
Property Tax Revenue - Operations	51,005	51,521	51,521	51,521			51,519		AV * Mill Levy / 1,000
Property Tax Revenue - Debt	538,139	630,898	630,898	630,898			632,407		AV * Mill Levy / 1,000
<b>Total</b>	<b>589,144</b>	<b>682,419</b>	<b>682,419</b>	<b>682,419</b>			<b>683,926</b>		
<b>COMBINED FUNDS</b>									
<b>REVENUE</b>									
Property Taxes	588,947	682,419	682,419	682,419	676,995	682,419	(5,423)	683,926	AV * Mill Levy / 1,000
Specific Ownership Taxes	59,091	61,400	55,072	54,594	37,541	32,125	5,415	54,715	8% of Taxes
Interest	7,915	6,025	2,525	2,275	2,181	1,683	498	275	Based on 2020 Forecast
<b>TOTAL REVENUE</b>	<b>655,953</b>	<b>749,844</b>	<b>740,016</b>	<b>739,288</b>	<b>716,717</b>	<b>716,227</b>	<b>490</b>	<b>738,916</b>	
<b>EXPENDITURES</b>									
Administration & Contingency	46,022	65,521	104,831	62,776	45,994	44,945	(1,050)	66,229	All Non-Debt Repayment Costs
Developer Repayments	27,108	11,000	311,000	327,890	320,000	300,000	(20,000)	3,000	Use Available Funds
Bond Principal & Interest	545,550	555,825	8,357,913	8,357,913	8,357,913	8,357,913	-	525,020	See Debt Service Fund
Capital	-	-	-	-	-	-	-	-	
<b>TOTAL EXPENDITURES</b>	<b>618,680</b>	<b>632,346</b>	<b>8,773,743</b>	<b>8,748,578</b>	<b>8,723,907</b>	<b>8,702,857</b>	<b>(21,050)</b>	<b>594,249</b>	
<b>REVENUE OVER / (UNDER) EXP</b>	<b>37,273</b>	<b>117,498</b>	<b>(8,033,727)</b>	<b>(8,009,290)</b>	<b>(8,007,190)</b>	<b>(7,986,630)</b>	<b>(20,560)</b>	<b>144,667</b>	
<b>OTHER SOURCES / (USES)</b>									
Bond Proceeds	-	-	8,300,000	8,300,000	8,300,000	8,300,000	-	-	
Bond Premium	-	-	452,350	452,350	452,350	452,350	-	-	
Bond Defeasance	-	-	(872,798)	(872,798)	(872,798)	(872,798)	-	-	
Cost of Issuance	-	-	(210,952)	(187,950)	(187,866)	(210,952)	23,086	-	
<b>TOTAL OTHER SOURCES / (USES)</b>	<b>-</b>	<b>-</b>	<b>7,668,600</b>	<b>7,691,602</b>	<b>7,691,686</b>	<b>7,668,600</b>	<b>23,086</b>	<b>-</b>	
<b>CHANGE IN FUND BALANCE</b>	<b>37,273</b>	<b>117,498</b>	<b>(365,127)</b>	<b>(317,689)</b>	<b>(315,504)</b>	<b>(318,030)</b>	<b>2,526</b>	<b>144,667</b>	
BEGINNING FUND BALANCE	333,455	369,357	370,321	370,728	370,727	370,321	406	53,039	
<b>ENDING FUND BALANCE</b>	<b>370,728</b>	<b>486,855</b>	<b>5,194</b>	<b>53,039</b>	<b>55,223</b>	<b>52,291</b>	<b>2,932</b>	<b>197,707</b>	
<b>COMPONENTS OF FUND BALANCE</b>									
Nonspendable	-	3,465	3,465	3,500	-	-	-	3,675	Prepaid Insurance
TABOR Emergency Reserve	1,684	-	-	1,670	1,670	1,684	(14)	-	Shown as an expense
Restricted For Debt Service	359,216	481,661	(0)	44,062	23,361	19,446	3,915	187,806	See Debt Service Fund
Restricted for Capital	0	-	-	-	-	-	-	-	Capital Fund Closed Out
Unassigned/ Other	9,827	1,729	1,729	3,807	30,193	31,161	(968)	6,226	Per General Fund
<b>TOTAL ENDING FUND BALANCE</b>	<b>370,728</b>	<b>486,855</b>	<b>5,194</b>	<b>53,039</b>	<b>55,223</b>	<b>52,291</b>	<b>2,932</b>	<b>197,707</b>	
=	=	=	=	=	=	=	=	=	

No assurance is provided on these financial statements;  
substantially all disclosures required by GAAP omitted.

Parker Homestead Metropolitan District  
 Statement of Revenues, Expenditures, & Changes In Fund Balance  
 Modified Accrual Basis For the Period Indicated

Date Printed: 12/13/20

	2019 Audited Actual	2020 Adopted Budget	2020 Amended Budget	2020 Forecast	YTD Thru 08/31/20 Actual	YTD Thru 08/31/20 Budget	Variance Favorable (Unfavor)	2021 Adopted Budget	Notes/Assumptions
<b>GENERAL FUND</b>									
<b>REVENUE</b>									
1-510	Property Taxes	50,988	51,521	51,521	51,521	51,111	(409)	51,519	AV * Mill Levy / 1,000
1-515	Specific Ownership Taxes	5,116	4,600	4,600	4,122	2,834	151	4,122	8% of Taxes
1-560	Interest & Other Income	39	25	25	25	10	(7)	25	Based on 2020 Forecast
<b>TOTAL REVENUE</b>		<b>56,142</b>	<b>56,146</b>	<b>56,146</b>	<b>55,668</b>	<b>53,955</b>	<b>(265)</b>	<b>55,666</b>	
<b>EXPENDITURES</b>									
<b>Administration</b>									
1-612	Accounting	11,287	11,000	11,000	12,000	7,532	(657)	12,000	Based on 2020 Forecast
1-614	District Management	7,301	11,000	11,000	13,000	8,936	(1,603)	12,000	Based on 2020 Budget
1-615	Audit	4,000	4,500	4,500	4,200	4,200	300	4,500	Based on 2020 Forecast
1-635	Election	-	1,500	1,500	820	820	680	-	No Election in 2021
1-670	Insurance & SDA Dues	3,415	3,300	3,300	3,220	3,220	80	3,500	Based on 2020 Forecast
1-675	Legal	7,803	12,000	12,000	12,000	7,953	47	12,000	Based on 2020 Budget
1-685	Miscellaneous Expense	373	300	300	300	177	23	300	Based on 2020 Forecast
1-700	Treasurer's Fees	766	773	773	773	767	6	773	1.5% of property taxes
	Emergencies		1,684	1,684	-	-	-	1,670	3% Emergency Reserve
1-795	Contingency		5,000	5,000	4,000		-	5,000	Unforeseen Needs
<b>Total Administration</b>		<b>34,945</b>	<b>51,057</b>	<b>51,057</b>	<b>50,313</b>	<b>33,604</b>	<b>(1,123)</b>	<b>51,743</b>	
<b>Debt Service</b>									
1-710	Developer Repayment- Ops Principal	25,000	7,889	7,889	7,889	-	-	-	Remaining Balance
	Developer Repayment- Cap Principal		3,111	3,111				3,000	Remaining Funds Available
	Developer Repayment- Ops Interest		-	-	-			-	Principal Paid First
	Developer Repayment- Cap Interest		-	-	-			-	Principal Paid First
<b>Total Debt Service</b>		<b>25,000</b>	<b>11,000</b>	<b>11,000</b>	<b>7,889</b>	<b>-</b>	<b>-</b>	<b>3,000</b>	
<b>TOTAL EXPENDITURES</b>		<b>59,945</b>	<b>62,057</b>	<b>62,057</b>	<b>58,202</b>	<b>33,604</b>	<b>(1,123)</b>	<b>54,743</b>	
<b>REVENUE OVER / (UNDER) EXP</b>		<b>(3,803)</b>	<b>(5,911)</b>	<b>(5,911)</b>	<b>(2,534)</b>	<b>20,351</b>	<b>(1,389)</b>	<b>923</b>	
<b>OTHER SOURCES / (USES)</b>									
1-894	Transfer to Capital Fund	-	-	-	-	-	-	-	
<b>TOTAL OTHER SOURCES / (USES)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>CHANGE IN FUND BALANCE</b>		<b>(3,803)</b>	<b>(5,911)</b>	<b>(5,911)</b>	<b>(2,534)</b>	<b>20,351</b>	<b>(1,389)</b>	<b>923</b>	
1-450	<b>BEGINNING FUND BALANCE</b>	15,314	11,105	11,105	11,511	11,511	406	8,977	
<b>ENDING FUND BALANCE</b>		<b>11,511</b>	<b>5,194</b>	<b>5,194</b>	<b>8,977</b>	<b>31,863</b>	<b>(982)</b>	<b>9,901</b>	
<b>COMPONENTS OF FUND BALANCE:</b>		<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	
	Nonspendable	-	3,465	3,465	3,500	-	-	3,675	Prepaid Insurance
	Restricted for Emergencies	1,684	-	-	1,670	1,670	(14)	-	Shown as an expense
	Unassigned	9,827	1,729	1,729	3,807	30,193	(968)	6,226	
<b>TOTAL FUND BALANCE</b>		<b>11,511</b>	<b>5,194</b>	<b>5,194</b>	<b>8,977</b>	<b>31,863</b>	<b>(982)</b>	<b>9,901</b>	
		<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	

No assurance is provided on these financial statements;  
 substantially all disclosures required by GAAP omitted.



Parker Homestead Metropolitan District  
 Statement of Revenues, Expenditures, & Changes In Fund Balance  
 Modified Accrual Basis For the Period Indicated

Date Printed: 12/13/20

	2019 Audited Actual	2020 Adopted Budget	2020 Amended Budget	2020 Forecast	YTD Thru 08/31/20 Actual	YTD Thru 08/31/20 Budget	Variance Favorable (Unfavor)	2021 Adopted Budget	Notes/Assumptions	
<b>DEBT SERVICE FUND</b>										
<b>REVENUE</b>										
2-510	Property Taxes	537,959	630,898	630,898	630,898	625,884	630,898	(5,014)	632,407	AV * Mill Levy / 1,000
2-515	Specific Ownership Taxes	53,975	56,800	50,472	50,472	34,706	29,442	5,264	50,593	8% of Taxes
2-560	Interest Income	7,830	6,000	2,500	2,250	2,171	1,667	505	250	0.25% of Fund Balance
<b>TOTAL REVENUE</b>		<b>599,765</b>	<b>693,698</b>	<b>683,870</b>	<b>683,620</b>	<b>662,762</b>	<b>662,007</b>	<b>755</b>	<b>683,250</b>	
<b>EXPENDITURES</b>										
2-607	Bond Principal- 2016	105,000	120,000	8,140,000	8,140,000	8,140,000	8,140,000	-		Defeased in 2020
2-608	Bond Interest- 2016	440,550	435,825	217,913	217,913	217,913	217,913	-		Defeased in 2020
	Loan Principal- 2020			-	-	-	-	-	115,000	Per Amortization Schedule
	Loan Interest- 2020			-	-	-	-	-	410,020	Partial 2020 + Full 2021
2-668	Paying Agent Fees	3,000	3,000	3,000	3,000	3,000	3,000	-	-	Now a Direct Placement
2-685	Bank Fees / Misc Expense	-	-	-	-	-	-	-	-	
2-700	Treasurer's Fees	8,077	9,463	9,463	9,463	9,390	9,463	73	9,486	1.5% of property taxes
	Contingency		2,000	41,310	-	-	-	-	5,000	Unforeseen needs
<b>TOTAL EXPENDITURES</b>		<b>556,627</b>	<b>570,288</b>	<b>8,411,686</b>	<b>8,370,376</b>	<b>8,370,303</b>	<b>8,370,376</b>	<b>73</b>	<b>539,506</b>	
<b>REVENUE OVER / (UNDER) EXP</b>		<b>43,138</b>	<b>123,409</b>	<b>(7,727,816)</b>	<b>(7,686,756)</b>	<b>(7,707,541)</b>	<b>(7,708,369)</b>	<b>829</b>	<b>143,744</b>	
<b>OTHER SOURCES / (USES)</b>										
2-523	Bond Proceeds			8,300,000	8,300,000	8,300,000	8,300,000	-		Refunding Completed in 2020
2-730	Bond Premium			452,350	452,350	452,350	452,350	-		Refunding Completed in 2020
2-735	Bond Defeasance			(872,798)	(872,798)	(872,798)	(872,798)	-		Refunding Completed in 2020
2-618	Cost of Issuance			(210,952)	(187,950)	(187,866)	(210,952)	23,086		Refunding Completed in 2020
2-750	Developer Repayment- Capital			(300,000)	(320,000)	(320,000)	(300,000)	(20,000)		Refunding Completed in 2020
	Transfer from General Fund	-	-	-	-	-	-	-	-	
<b>TOTAL OTHER SOURCES / (USES)</b>		<b>-</b>	<b>-</b>	<b>7,368,600</b>	<b>7,371,602</b>	<b>7,371,686</b>	<b>7,368,600</b>	<b>3,086</b>	<b>-</b>	
<b>CHANGE IN FUND BALANCE</b>		<b>43,138</b>	<b>123,409</b>	<b>(359,216)</b>	<b>(315,154)</b>	<b>(335,855)</b>	<b>(339,769)</b>	<b>3,915</b>	<b>143,744</b>	
2-450	<b>BEGINNING FUND BALANCE</b>	316,078	358,252	359,216	359,216	359,216	359,216	-	44,062	
<b>ENDING FUND BALANCE</b>		<b>359,216</b>	<b>481,661</b>	<b>(0)</b>	<b>44,062</b>	<b>23,361</b>	<b>19,446</b>	<b>3,915</b>	<b>187,806</b>	
<b>COMPONENTS OF FUND BALANCE:</b>										
	Surplus Fund Requirement	359,216	481,661	(0)	44,062	23,361	19,446	3,915	163,782	Build to \$163,782 Cap
	Restricted for Debt Service	-	-	-	-	-	-	-	24,024	
<b>TOTAL FUND BALANCE</b>		<b>359,216</b>	<b>481,661</b>	<b>(0)</b>	<b>44,062</b>	<b>23,361</b>	<b>19,446</b>	<b>3,915</b>	<b>187,806</b>	
		=	=	=	=	=	=	=	=	
	Loan Balance- Beginning of Year	8,245,000	8,140,000		8,300,000				8,300,000	
	Assessed Valuation	12,485,830	14,323,290		14,323,290				14,366,690	
	Debt to Assessed Ratio	66%	57%		58%				58%	
	<i>Mill levy cap released once below 50%</i>									

I, Ann Finn, hereby certify that I am the duly appointed Secretary of the Parker Homestead Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2021, duly adopted at a meeting of the Board of Directors of the Parker Homestead Metropolitan District held on October 13, 2020.

By: Ann Finn  
Secretary

**RESOLUTION NO. 2020 - 10 - 05**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PARKER HOMESTEAD METROPOLITAN DISTRICT**  
**TO SET MILL LEVIES**

WHEREAS, the Board of Directors of the Parker Homestead Metropolitan District (“District”) has adopted the 2021 annual budget in accordance with the Local Government Budget Law on October 13, 2020; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2021 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

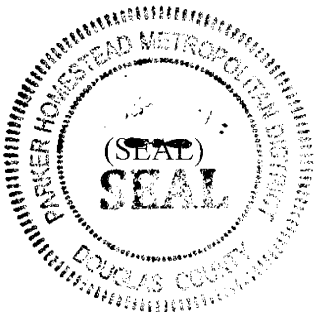
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Parker Homestead Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2021 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.
2. That for the purposes of meeting all debt service fund expenses of the District during the 2021 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.
3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 13th day of October, 2020.

*Ann Finn*

Secretary



**EXHIBIT A**  
(Certification of Tax Levies)

**CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**

**TO:** County Commissioners<sup>1</sup> of Douglas County, Colorado.

On behalf of the Parker Homestead Metropolitan District

(taxing entity)<sup>A</sup>

the Board of Directors

(governing body)<sup>B</sup>

of the Parker Homestead Metropolitan District

(local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS assessed valuation of:

\$ 14,366,690

(Gross<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of:

\$ 14,366,690

(NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

**Submitted:** 12/13/2020  
(not later than Dec 15) (mm/dd/yyyy)

for budget/fiscal year 2021  
(yyyy)

<b>PURPOSE</b> (see end notes for definitions and examples)	<b>LEVY<sup>2</sup></b>	<b>REVENUE<sup>2</sup></b>
1. General Operating Expenses <sup>H</sup>	<u>3.586</u> mills	<u>\$ 51,518.95</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	<u>0.000</u> mills	<u>\$ -</u>
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<b><u>3.586</u> mills</b>	<b><u>\$ 51,518.95</u></b>
3. General Obligation Bonds and Interest <sup>J</sup>	<u>44.019</u> mills	<u>\$ 632,407.33</u>
4. Contractual Obligations <sup>K</sup>	<u>0.000</u> mills	<u>\$ -</u>
5. Capital Expenditures <sup>L</sup>	<u>0.000</u> mills	<u>\$ -</u>
6. Refunds/Abatements <sup>M</sup>	<u>0.000</u> mills	<u>\$ -</u>
7. Other <sup>N</sup> (specify): _____	<u>0.000</u> mills	<u>\$ -</u>
	<u>0.000</u> mills	<u>\$ -</u>
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<b><u>47.605</u> mills</b>	<b><u>\$ 683,926.28</u></b>

Contact person: Eric Weaver Daytime phone: (970) 926-6060 x 6  
(print)  
Signed:  Title: District Accountant

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S. with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, Colorado 80203. Questions? Call DLG (303) 864-7720.

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-603 C.R.S.)**. Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenue to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

1. Purpose of Issue:	<u>Refund Series 2016 General Obligation Bonds</u>
	<u>Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Loan-</u>
Series:	<u>Series 2020</u>
Date of Issue:	<u>August 13, 2020</u>
Coupon rate:	<u>3.95%, Convertible to 3.17% on September 1, 2021</u>
Maturity Date:	<u>December 1, 2040</u>
Levy:	<u>44.019</u>
Revenue:	<u>\$632,407.33</u>

2. Purpose of Issue:	_____
Series:	_____
Date of Issue:	_____
Coupon rate:	_____
Maturity Date:	_____
Levy:	_____
Revenue:	_____

**CONTRACTS<sup>K</sup>:**

3. Purpose of Contract:	_____
Title:	_____
Date:	_____
Principal Amount:	_____
Maturity Date:	_____
Levy:	_____
Revenue:	_____

4. Purpose of Contract:	_____
Title:	_____
Date:	_____
Principal Amount:	_____
Maturity Date:	_____
Levy:	_____
Revenue:	_____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Parker Homestead Metropolitan District  
 Payment of Claims  
 May 31, 2021

GENERAL FUND PAYMENTS TO BE APPROVED

Payee	Description	Amount
Marchetti & Weaver, LLC	Accounting - March	\$213.52
	Accounting - April	\$780.32
McGeady Becher, P.C	Legal - March	\$811.50
	Legal - April	\$616.00
Simon & Wheeler	2020 Audit	\$4,200.00
Special District Management Services, Inc	District Management - March	\$511.20
	District Management - April	\$189.40

TOTAL GENERAL FUND PAYMENTS TO BE RATIFIED & APPROVED \$7,321.94

GENERAL FUND PAYMENTS TO BE RATIFIED

Payee	Description	Amount
Colorado Community Media	Advertising Budget	\$40.52
CO Special Dist Property & Liability Pool	Worker's Compensation	\$450.00
	Liability Insurance	\$2,027.00
First Bank	Bank Fees - Oct-May	\$80.00
Marchetti & Weaver, LLC	Accounting - September 2020	\$790.73
	Accounting - October 2020	\$1,296.97
	Accounting - November 2020	\$598.08
	Accounting - December 2020	\$991.05
	Accounting - January 2021	\$1,079.89
	Accounting - February 2021	\$2,891.32
McGeady Becher, P.C	Legal - July 2020	\$1,862.50
	Legal - August 2020	\$462.10
	Legal - September 2020	\$60.00
	Legal - October 2020	\$2,258.50
	Legal - November 2020	\$130.00
	Legal - December 2020	\$395.83
	Legal - January 2021	\$670.00
	Legal - February 2021	\$555.00
Parker Homestead Investment	Developer Advance Reimbursement	\$10,000.00
Special District Association	2021 Dues	\$304.45
Special District Management Services, Inc	District Management - September 2020	\$1,091.48
	District Management - October 2020	\$1,100.98
	District Management - November 2020	\$1,269.66
	District Management - December 2020	\$562.00
	District Management - January 2021	\$815.00
	District Management - February 2021	\$777.40

Parker Homestead Metropolitan District  
Payment of Claims  
May 31, 2021

T Charles Wilson Ins	Insurance	\$495.00
TOTAL GENERAL FUND PAYMENTS TO BE RATIFIED & APPROVED		<u>\$33,055.46</u>
DEBT SERVICE PAYMENTS TO BE RATIFIED		
Payee	Description	Amount
BBVA USA	Bond Interest - June 1	\$262,280.00
TOTAL DEBT SERVICE PAYMENTS TO BE RATIFIED & APPROVED		<u>\$262,280.00</u>
TOTAL TO BE RATIFIED & APPROVED		<u>\$302,657.40</u>



**Parker Homestead Metropolitan District  
Statement of Net Position  
April 30, 2021**

	General Fund	Debt Service	Fixed Assets & LTD	Total
<b>ASSETS</b>				
<b>CASH</b>				
FirstBank Checking	406,097			406,097
UMB-2016 Refunding Escrow		-		-
UMB- Cost of Issuance Fund		-		-
Inter-Fund Balances	(374,052)	374,052		-
<b>TOTAL CASH</b>	<b>32,046</b>	<b>374,052</b>	<b>-</b>	<b>406,097</b>
<b>OTHER CURRENT ASSETS</b>				
Due From County Treasurer	-	-		-
Property Taxes Receivable	25,824	316,996		342,820
Financial Guarantee				-
Prepaid Expenses	-	-		-
<b>TOTAL OTHER CURRENT ASSETS</b>	<b>25,824</b>	<b>316,996</b>	<b>-</b>	<b>342,820</b>
<b>FIXED ASSETS</b>				
Landscaping				-
Parks Equipment				-
Accumulated Depreciation				-
<b>TOTAL FIXED ASSETS</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>TOTAL ASSETS</b>	<b>57,870</b>	<b>691,048</b>	<b>-</b>	<b>748,918</b>
<b>LIABILITIES &amp; DEFERED INFLOWS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts Payable	7,322			7,322
<b>TOTAL CURRENT LIABILITIES</b>	<b>7,322</b>	<b>-</b>	<b>-</b>	<b>7,322</b>
<b>DEFERRED INFLOWS</b>				
Deferred Property Taxes	25,824	316,996		342,820
<b>TOTAL DEFERRED INFLOWS</b>	<b>25,824</b>	<b>316,996</b>	<b>-</b>	<b>342,820</b>
<b>LONG-TERM LIABILITIES</b>				
Loan Payable-Series 2020			8,300,000	8,300,000
Loan Premium, Net of Amortization			439,108	439,108
Loan Loss on Refunding, Net			(433,181)	(433,181)
Developer Payable- Ops			-	-
Developer Payable- Cap			303,382	303,382
Accrued Interest- Dev Adv- Ops			15,884	15,884
Accrued Interest- Dev Adv- Cap			923,277	923,277
Accrued Interest - Bonds			98,355	98,355
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>-</b>		<b>9,646,825</b>	<b>9,646,825</b>
<b>TOTAL LIAB &amp; DEF INFLOWS</b>	<b>33,146</b>	<b>316,996</b>	<b>9,646,825</b>	<b>9,996,968</b>
<b>NET POSITION</b>				
Net Investment in Capital Assets			-	-
Amount to be Provided for Debt			(9,646,825)	(9,646,825)
Fund Balance- Nonspendable	-			-
Fund Balance- Restricted	1,370	374,052		375,422
Fund Balance- Unassigned	23,354			23,354
<b>TOTAL NET POSITION</b>	<b>24,724</b>	<b>374,052</b>	<b>(9,646,825)</b>	<b>(9,248,050)</b>

Parker Homestead Metropolitan District  
Statement of Revenues, Expenditures, & Changes In Fund Balance  
Modified Accrual Basis For the Period Indicated

Date Printed: 05/31/21

	2020 Prelim Actual	2021 Adopted Budget	Variance Favorable (Unfavor)	2021 Forecast	YTD Thru 04/30/21 Actual	YTD Thru 04/30/21 Budget	Variance Favorable (Unfavor)	2022 Preliminary Budget	Notes/Assumptions
<b>PROPERTY TAXES</b>									
Assessed Valuation	14,323,290	14,366,690	-	14,366,690				14,856,335	99.5% of May Prelim Valuation
<b>Mill Levy Breakdown:</b>									
Mill Levy - Operations	3.597	3.586	-	3.586				15.659	Remainder Available
Mill Levy - Debt	44.047	44.019	-	44.019				32.000	Amt Needed To Cover Debt Pmts
<b>Total</b>	<b>47.644</b>	<b>47.605</b>	<b>-</b>	<b>47.605</b>				<b>47.659</b>	35 mills gallagherized
Property Tax Revenue - Operations	51,521	51,519	-	51,519				232,635	AV * Mill Levy / 1,000
Property Tax Revenue - Debt	630,898	632,407	-	632,407				475,403	AV * Mill Levy / 1,000
<b>Total</b>	<b>682,419</b>	<b>683,926</b>	<b>-</b>	<b>683,926</b>				<b>708,038</b>	
<b>COMBINED FUNDS</b>									
<b>REVENUE</b>									
Property Taxes	682,419	683,926	-	683,926	341,106	321,445	19,661	708,038	AV * Mill Levy / 1,000
Specific Ownership Taxes	58,864	54,715	3,162	57,877	16,271	13,679	2,593	56,643	8% of Taxes
Interest	2,504	275	(150)	125	21	92	(71)	5,250	Budget high to avoid amendment
<b>TOTAL REVENUE</b>	<b>743,787</b>	<b>738,916</b>	<b>3,012</b>	<b>741,928</b>	<b>357,398</b>	<b>335,216</b>	<b>22,182</b>	<b>769,931</b>	
<b>EXPENDITURES</b>									
Administration & Contingency	56,521	66,229	12,194	54,035	20,389	24,922	4,533	76,258	All Non-Debt Repayment Costs
Developer Repayments	330,000	3,000	(7,000)	10,000	-	-	-	195,000	Use Available Funds
Bond Principal & Interest	8,446,288	525,020	-	525,020	-	-	-	534,465	See Debt Service Fund
Capital	-	-	-	-	-	-	-	-	
<b>TOTAL EXPENDITURES</b>	<b>8,832,810</b>	<b>594,249</b>	<b>5,194</b>	<b>589,055</b>	<b>20,389</b>	<b>24,922</b>	<b>4,533</b>	<b>805,722</b>	
<b>REVENUE OVER / (UNDER) EXP</b>	<b>(8,089,023)</b>	<b>144,667</b>	<b>8,206</b>	<b>152,873</b>	<b>337,009</b>	<b>310,294</b>	<b>26,715</b>	<b>(35,791)</b>	
<b>OTHER SOURCES / (USES)</b>									
Bond Proceeds	8,300,000	-	-	-	-	-	-	-	
Bond Premium	452,350	-	-	-	-	-	-	-	
Bond Defeasance	(784,422)	-	-	-	-	-	-	-	
Cost of Issuance	(187,866)	-	-	-	-	-	-	-	
Transfer to Debt Service Fund	-	-	-	-	-	-	-	-	
<b>TOTAL OTHER SOURCES / (USES)</b>	<b>7,780,062</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>CHANGE IN FUND BALANCE</b>	<b>(308,961)</b>	<b>144,667</b>	<b>8,206</b>	<b>152,873</b>	<b>337,009</b>	<b>310,294</b>	<b>26,715</b>	<b>(35,791)</b>	
BEGINNING FUND BALANCE	370,727	60,928	838	61,767	61,766	60,928	838	214,639	
<b>ENDING FUND BALANCE</b>	<b>61,766</b>	<b>205,596</b>	<b>9,044</b>	<b>214,639</b>	<b>398,775</b>	<b>371,222</b>	<b>27,553</b>	<b>178,848</b>	
<b>COMPONENTS OF FUND BALANCE</b>									
Nonspendable	2,731	3,675	(235)	3,440	-	-	-	3,675	Prepaid Insurance
TABOR Emergency Reserve	1,380	-	1,370	1,370	1,370	1,670	(300)	-	Shown as an expense
Restricted For Debt Service	48,307	187,806	12,258	200,063	374,052	349,566	24,486	167,153	See Debt Service Fund
Restricted for Capital	-	-	-	-	-	-	-	-	Capital Fund Closed Out
Unassigned/ Other	9,348	14,115	(4,348)	9,766	23,354	19,986	3,368	8,021	Per General Fund
<b>TOTAL ENDING FUND BALANCE</b>	<b>61,766</b>	<b>205,596</b>	<b>9,044</b>	<b>214,639</b>	<b>398,775</b>	<b>371,222</b>	<b>27,553</b>	<b>178,848</b>	
=	=	=	=	=	=	=	=	=	

No assurance is provided on these financial statements;  
substantially all disclosures required by GAAP omitted.

Parker Homestead Metropolitan District  
 Statement of Revenues, Expenditures, & Changes In Fund Balance  
 Modified Accrual Basis For the Period Indicated

Date Printed: 05/31/21

	2020 Prelim Actual	2021 Adopted Budget	Variance Favorable (Unfavor)	2021 Forecast	YTD Thru 04/30/21 Actual	YTD Thru 04/30/21 Budget	Variance Favorable (Unfavor)	2022 Preliminary Budget	Notes/Assumptions	
<b>GENERAL FUND</b>										
<b>REVENUE</b>										
1-510	Property Taxes	51,521	51,519	-	51,519	25,695	24,214	1,481	232,635	AV * Mill Levy / 1,000
1-515	Specific Ownership Taxes	4,444	4,122	-	4,122	1,226	1,031	195	18,611	8% of Taxes
1-560	Interest & Other Income	34	25	-	25	2	8	(7)	5,000	Budget high to avoid amendment
<b>TOTAL REVENUE</b>		<b>55,999</b>	<b>55,666</b>	<b>-</b>	<b>55,666</b>	<b>26,922</b>	<b>25,253</b>	<b>1,669</b>	<b>256,246</b>	
<b>EXPENDITURES</b>										
<b>Administration</b>										
1-612	Accounting	11,209	12,000	-	12,000	4,965	4,000	(965)	12,500	Based on 2021 Forecast
1-614	District Management	12,960	12,000	-	12,000	2,293	4,000	1,707	12,500	Based on 2021 Budget
1-615	Audit	4,200	4,500	300	4,200	4,200	4,500	300	4,500	Based on 2021 Forecast
1-635	Election	820	-	-	-	-	-	-	3,000	Assume Canceled
1-670	Insurance & SDA Dues	3,220	3,500	224	3,276	3,276	3,500	224	3,500	Based on 2021 Forecast
1-675	Legal	10,614	12,000	-	12,000	498	4,000	3,503	12,500	Based on 2021 Budget
1-685	Miscellaneous Expense	256	300	-	300	40	100	60	300	Based on 2021 Forecast
1-700	Treasurer's Fees	773	773	-	773	385	363	(22)	3,490	1.5% of property taxes
	Emergencies		1,670	1,670	-	-	-	-	1,837	3% Emergency Reserve
1-795	Contingency		5,000	5,000	-	-	-	-	10,000	Unforeseen Needs
<b>Total Administration</b>		<b>44,052</b>	<b>51,743</b>	<b>7,194</b>	<b>44,549</b>	<b>15,657</b>	<b>20,463</b>	<b>4,806</b>	<b>64,127</b>	
<b>Debt Service</b>										
1-710	Developer Repayment- Ops Principal	7,889	-	-	-	-	-	-	-	Paid off in 2019
1-711	Developer Repayment- Cap Principal	2,111	3,000	(7,000)	10,000	-	-	-	195,000	Remaining Funds Available
	Developer Repayment- Ops Interest		-	-	-	-	-	-	-	Principal Paid First
	Developer Repayment- Cap Interest		-	-	-	-	-	-	-	Principal Paid First
<b>Total Debt Service</b>		<b>10,000</b>	<b>3,000</b>	<b>(7,000)</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>195,000</b>	
<b>TOTAL EXPENDITURES</b>		<b>54,052</b>	<b>54,743</b>	<b>194</b>	<b>54,549</b>	<b>15,657</b>	<b>20,463</b>	<b>4,806</b>	<b>259,127</b>	
<b>REVENUE OVER / (UNDER) EXP</b>		<b>1,947</b>	<b>923</b>	<b>194</b>	<b>1,117</b>	<b>11,265</b>	<b>4,790</b>	<b>6,475</b>	<b>(2,881)</b>	
<b>OTHER SOURCES / (USES)</b>										
1-894	Transfer to Capital Fund	-	-	-	-	-	-	-	-	
<b>TOTAL OTHER SOURCES / (USES)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>CHANGE IN FUND BALANCE</b>		<b>1,947</b>	<b>923</b>	<b>194</b>	<b>1,117</b>	<b>11,265</b>	<b>4,790</b>	<b>6,475</b>	<b>(2,881)</b>	
1-450	<b>BEGINNING FUND BALANCE</b>	11,511	16,867	(3,408)	13,459	13,459	16,867	(3,408)	14,576	
<b>ENDING FUND BALANCE</b>		<b>13,459</b>	<b>17,790</b>	<b>(3,214)</b>	<b>14,576</b>	<b>24,724</b>	<b>21,656</b>	<b>3,068</b>	<b>11,696</b>	
<b>COMPONENTS OF FUND BALANCE:</b>										
	Nonspendable	2,731	3,675	(235)	3,440	-	-	-	3,675	Prepaid Insurance
	Restricted for Emergencies	1,380	-	1,370	1,370	1,370	1,670	(300)	-	Shown as an expense
	Unassigned	9,348	14,115	(4,348)	9,766	23,354	19,986	3,368	8,021	
<b>TOTAL FUND BALANCE</b>		<b>13,459</b>	<b>17,790</b>	<b>(3,214)</b>	<b>14,576</b>	<b>24,724</b>	<b>21,656</b>	<b>3,068</b>	<b>11,696</b>	
	=	=	=	=	=	=	=	=	=	

No assurance is provided on these financial statements;  
 substantially all disclosures required by GAAP omitted.

Parker Homestead Metropolitan District  
 Statement of Revenues, Expenditures, & Changes In Fund Balance  
 Modified Accrual Basis For the Period Indicated

Date Printed: 05/31/21

	2020 Prelim Actual	2021 Adopted Budget	Variance Favorable (Unfavor)	2021 Forecast	YTD Thru 04/30/21 Actual	YTD Thru 04/30/21 Budget	Variance Favorable (Unfavor)	2022 Preliminary Budget	Notes/Assumptions	
<b>DEBT SERVICE FUND</b>										
<b>REVENUE</b>										
2-510	Property Taxes	630,899	632,407	-	632,407	315,411	297,231	18,180	475,403	AV * Mill Levy / 1,000
2-515	Specific Ownership Taxes	54,420	50,593	3,162	53,755	15,046	12,648	2,397	38,032	8% of Taxes
2-560	Interest Income	2,470	250	(150)	100	19	83	(64)	250	0.25% of Fund Balance
<b>TOTAL REVENUE</b>		<b>687,788</b>	<b>683,250</b>	<b>3,012</b>	<b>686,262</b>	<b>330,476</b>	<b>309,963</b>	<b>20,513</b>	<b>513,685</b>	
<b>EXPENDITURES</b>										
2-607	Bond Principal- 2016	8,140,000	-	-	-	-	-	-	-	Defeased in 2020
2-608	Bond Interest- 2016	306,288	-	-	-	-	-	-	-	Defeased in 2020
2-609	Loan Principal- 2020	-	115,000	-	115,000	-	-	-	275,000	Per Amortization Schedule
2-610	Loan Interest- 2020	-	410,020	-	410,020	-	-	-	259,465	Partial 2020 + Full 2021
2-668	Paying Agent Fees	3,000	-	-	-	-	-	-	-	Now a Direct Placement
2-685	Bank Fees / Misc Expense	-	-	-	-	-	-	-	-	
2-700	Treasurer's Fees	9,470	9,486	-	9,486	4,731	4,458	(273)	7,131	1.5% of property taxes
	Contingency	-	5,000	5,000	-	-	-	-	5,000	Unforeseen needs
<b>TOTAL EXPENDITURES</b>		<b>8,458,758</b>	<b>539,506</b>	<b>5,000</b>	<b>534,506</b>	<b>4,731</b>	<b>4,458</b>	<b>(273)</b>	<b>546,596</b>	
<b>REVENUE OVER / (UNDER) EXP</b>		<b>(7,770,970)</b>	<b>143,744</b>	<b>8,012</b>	<b>151,756</b>	<b>325,745</b>	<b>305,505</b>	<b>20,240</b>	<b>(32,911)</b>	
<b>OTHER SOURCES / (USES)</b>										
2-523	Bond Proceeds	8,300,000	-	-	-	-	-	-	-	Refunding Completed in 2020
2-730	Bond Premium	452,350	-	-	-	-	-	-	-	Refunding Completed in 2020
2-736	Bond Defeasance	(784,422)	-	-	-	-	-	-	-	Refunding Completed in 2020
2-618	Cost of Issuance	(187,866)	-	-	-	-	-	-	-	Refunding Completed in 2020
2-750	Developer Repayment- Capital Transfer from General Fund	(320,000) -	- -	- -	- -	- -	- -	- -	- -	Refunding Completed in 2020
<b>TOTAL OTHER SOURCES / (USES)</b>		<b>7,460,062</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>CHANGE IN FUND BALANCE</b>		<b>(310,908)</b>	<b>143,744</b>	<b>8,012</b>	<b>151,756</b>	<b>325,745</b>	<b>305,505</b>	<b>20,240</b>	<b>(32,911)</b>	
2-450	<b>BEGINNING FUND BALANCE</b>	359,216	44,062	4,246	48,307	48,307	44,062	4,246	200,063	
<b>ENDING FUND BALANCE</b>		<b>48,307</b>	<b>187,806</b>	<b>12,258</b>	<b>200,063</b>	<b>374,052</b>	<b>349,566</b>	<b>24,486</b>	<b>167,153</b>	
<b>COMPONENTS OF FUND BALANCE:</b>		<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	
	Surplus Fund Requirement	48,307	163,782	-	163,782	374,052	349,566	24,486	163,782	Build to \$163,782 Cap
	Restricted for Debt Service	-	24,024	12,258	36,281	-	-	-	3,371	
<b>TOTAL FUND BALANCE</b>		<b>48,307</b>	<b>187,806</b>	<b>12,258</b>	<b>200,063</b>	<b>374,052</b>	<b>349,566</b>	<b>24,486</b>	<b>167,153</b>	
<b>Loan Balance- Beginning of Year</b>		<b>8,140,000</b>	<b>8,300,000</b>	<b>8,300,000</b>	<b>8,300,000</b>	<b>8,300,000</b>	<b>8,300,000</b>	<b>8,300,000</b>	<b>8,185,000</b>	
<b>Assessed Valuation</b>		<b>14,323,290</b>	<b>14,366,690</b>	<b>14,366,690</b>	<b>14,366,690</b>	<b>14,366,690</b>	<b>14,366,690</b>	<b>14,366,690</b>	<b>14,856,335</b>	
<b>Debt to Assessed Ratio</b>		<b>57%</b>	<b>58%</b>	<b>58%</b>	<b>58%</b>	<b>58%</b>	<b>58%</b>	<b>58%</b>	<b>55%</b>	
<i>Mill levy cap released once below 50%</i>										

## PARKER HOMESTEAD METROPOLITAN DISTRICT

February 22, 2021

McGeady Becher, P. C.  
450 E. 17th Avenue, Suite 400  
Denver, CO 80203

Our auditors, Simmons & Wheeler, P.C., 304 Inverness Way South, Suite 490, Englewood, Colorado, 80112, are conducting an audit of our financial statements at December 31, 2020, and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of Parker Homestead Metropolitan District in the form of legal consultation or representation.

### Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). The description of each matter should include:

- a. the nature of the litigation;
- b. the progress of the matter to date;
- c. how management of Parker Homestead Metropolitan District is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- d. an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

### Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with FASB Accounting Standards Codification 450, *Contingencies*.

McGeady Becher, P. C.  
February 22, 2021

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of FASB Accounting Standards Codification 450, *Contingencies*. Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of February 22, 2021, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed soon, and would appreciate receiving your reply as soon as possible. You may be requested to provide updates to your written response at a later date. We appreciate your timely response to such requests. We authorize you to respond to any requests for updates made directly from our auditors in connection with the audit of our financial statements for the December 31, 2020, then ended.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed and unbilled) on December 31, 2020.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Eric Wain", written over a horizontal line.

---

PARKER HOMESTEAD METROPOLITAN DISTRICT

**SECOND AMENDMENT TO RESOLUTION NO. 2014-03-02  
PARKER HOMESTEAD METROPOLITAN DISTRICT  
REGARDING COLORADO OPEN RECORDS ACT REQUESTS**

A. On March 9, 2014, Parker Homestead Metropolitan District (the “**District**”) adopted Resolution No. 2014-03-02 Regarding Colorado Open Records Act Requests (the “**Resolution**”).

B. The District desires to amend the Resolution due to a change in the District’s Official Custodian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Parker Homestead Metropolitan District, Douglas County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Section 1 of Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“1. Special District Management Service, Inc., the Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2), C.R.S. Contact information for the Official Custodian is: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228; (303) 987-0835.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO SECOND AMENDMENT TO RESOLUTION REGARDING  
COLORADO OPEN RECORDS ACT REQUESTS]**

RESOLUTION APPROVED AND ADOPTED ON \_\_\_\_\_, 2021.

**PARKER HOMESTEAD  
METROPOLITAN DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary



**OPERATIONS AND MAINTENANCE AGREEMENT  
BETWEEN  
PARKER HOMESTEAD METROPOLITAN DISTRICT  
AND  
HEIRLOOM HOMEOWNERS ASSOCIATION, INC.**

This **OPERATIONS AND MAINTENANCE AGREEMENT** (“Agreement”) is made and entered into this 21 day of FEBRUARY, 2017 by and between **PARKER HOMESTEAD METROPOLITAN DISTRICT** a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and **HEIRLOOM HOMEOWNERS ASSOCIATION, INC.**, a Colorado non-profit corporation (the “Association”), each individually a “Party” and together, the “Parties”.

**RECITALS**

WHEREAS, the District is responsible for administering the provision of public improvements for the property within the development known as Parker Homestead within the Town of Parker, Colorado (the “Development”); and

WHEREAS, the Association is the association named and referred to in the Declaration of Covenants recorded October 31, 2012 at Reception No. 2012083304 in the real property records of Douglas County (“Declaration”) and is responsible for the maintenance of the common areas within the property subject to the Declaration (the “Development”); and

WHEREAS, the District has constructed, installed or otherwise provided for certain landscaping and park and recreation improvements in accordance with the District’s service plan as described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Improvements”); and

WHEREAS, the Association is able and willing to provide administration, management and maintenance of the Improvements in a more cost-efficient manner than the District and desires to operate and maintain the Improvements.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

**COVENANTS AND AGREEMENTS**

1. Warranties. The Association shall retain the non-exclusive right to enforce all warranties with respect to the Improvements.

2. Association’s Duties with Respect to Improvements. The Association at its sole expense shall be subject to the following duties and restrictions:

(a) Maintenance and Alterations. The Association will operate and maintain the Improvements at its sole cost and expense. Operation and maintenance will include the

repair and replacement of the Improvements in accordance with commercially reasonable standards, as determined and authorized by the Association's Board of Directors, subject to any warranties or guarantees applicable to the Improvements. Other than ordinary operation and maintenance, the Association shall not make nor permit to be made any material modifications or alterations to the Improvements without the District's prior review and approval, which shall not be unreasonably withheld or delayed. Any additional improvements constructed by the Association shall be owned by the Association and maintained by the Association at its sole expense. The Association will make such alterations, repairs, restoration, or extensions to the Improvements as required by all laws, rules, and regulations at the Association's sole expense.

(b) Insurance.

(i) Liability Insurance. The Association shall maintain general liability insurance in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence. The insurance will protect the Association (and the District, if the District can be named as an additional insured under the Association's liability policy at a nominal cost to the Association) against claims typically covered by such insurance. The District may pay the insurance premium if the Association fails to do so and seek reimbursement therefore from the Association.

(ii) Casualty Insurance. During the term of the Agreement, the Association shall insure the Improvements against loss or damage by fire and other risks or physical loss if such insurance is available to the Association at commercially reasonable rates, as determined in the sole discretion of the Association. If such insurance is not available at commercially reasonable rates, as determined by the Association, the Association shall provide the District written notice, in which event the District shall provide casualty insurance for the Improvements at the sole cost and expense of the District. In such event, the District shall coordinate any claims to be made thereunder with the Association. In the event of a claim on any such policy obtained by the District, the District will make the proceeds of any such claim available to the Association as necessary for the repair or replacement of the Improvements.

(c) Permits and Licenses. The Association will obtain all necessary permits, licenses or other authorization required at its sole cost and expense, for its use, operation and maintenance of the Improvements.

(d) Taxes. Any taxes or assessments, including personal property taxes, levied upon or assessed against the Improvements, which are or may become a lien against the subject Improvements, shall be paid by the Association upon receipt of written notice of such taxes due by the Association, either from the District or the taxing authority. The Association may take such steps as necessary to contest, review, and provide for relief or abatement from such taxes. The Association shall not be responsible for payment of any such taxes for which the Association does not receive actual written notice, either from the District or the taxing authority. In such event, the District shall remain liable for payment of such taxes, as owner of the subject Improvements.

(e) Conveyance. During the term of this Agreement, the Association may not assign, convey or encumber, in whole or in part, any portion of the Improvements or the land on which the Improvements are located without the express consent of the District.

(f) Illegal Alien Compliance. By its execution hereof, the Association confirms and ratifies all of the certifications, statements, representations and warranties set forth in the **Addendum** attached hereto and made a part hereof by this reference.

3. Term of this Agreement. This Agreement shall have an initial term, commencing on the date first set forth above and expiring on December 31, 2021 (“Term”), which Term shall be automatically extended for successive five (5) year periods thereafter, unless either Party gives written notice of its intent to terminate this Agreement at least ninety (90) days prior to the end of the applicable period; provided, however, the District shall have the right to terminate all or any portion of this Agreement at any time, with or without cause, by giving written notice of such termination to the Association. Condemnation of any of the Improvements by eminent domain will terminate this Agreement as to those Improvements condemned from and after the date of vesting of title of such Improvements in the condemning authority.

4. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or as may be required by law shall be in writing, and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail postage prepaid addressed as follows:

To District: Parker Homestead Metropolitan District  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: (303) 987-0835  
Fax: (303) 987-2032  
Attn: Ann Finn

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: (303) 592-4380  
Fax: (303) 592-4385  
Attn: Mary Jo Dougherty

To Association: Heirloom Homeowners Association, Inc.  
c/o Advance HOA Management, Inc.  
3600 S. Yosemite St., Suite 400  
Denver, CO 80237  
Phone: (303) 482-2213  
Fax: (303) 495-5895  
Attn: \_\_\_\_\_

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5. Assignment. Neither Party shall assign its rights and obligations hereunder without the prior written consent of the other Party, not to be unreasonably withheld or delayed. Any purported assignment without such consent shall be void.

6. Remedies in the Event of Default. In the event any Party breaches its obligations hereunder, which breach is not cured within thirty (30) days of written notice by the non-breaching Party, said breach shall constitute a default. Either Party may request a reasonable extension of the cure period. Written consent to such an extension by the other Party shall not be unreasonably withheld. If a default results in a condition that, in the District's discretion, would result in a risk to public safety that must be addressed prior to the running of the 30 day cure period, the District may, but shall not be required to, assume such duty or duties of the Association hereunder as the District deems necessary and appropriate in order to serve the public interest, and the Association shall be obligated to reimburse the District for the actual costs incurred by the District in performing all or a portion of the Association's duties. In the event of default, the non-defaulting Party shall be entitled to all remedies at law or in equity, specifically including suits for specific performance and/or monetary damages. Such remedies may include, but not be limited to, the District taking responsibility for operation, maintenance, repair and replacement of the Improvements and insurance therefore, and recovering the costs thereof from the Association. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

7. Representations and Warranties.

(a) Association's Representations and Warranties. The Association hereby makes the following representations and warranties to and for the benefit of the District:

(i) The Association is a nonprofit corporation in good standing under the laws of the State of Colorado and duly authorized to conduct business within the State of Colorado;

(ii) The Association has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Association with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the Association is a party or by which the Association is or may be bound;

(iii) The Association has taken or performed all requisite acts or actions which may be required by the organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement; and

(iv) The Association shall charge such rates and assessments and maintain such financial reserves as necessary to operate and maintain the Improvements to reasonable commercial standards, and to meet all of its obligations hereunder.

These representations and warranties are made as of the date hereof and shall be deemed continually made by the Association to the District for the entire term of this Agreement.

(b) District Representations and Warranties. The District hereby makes the following representations and warranties to and for the benefit of the Association:

(i) The District is a quasi-municipal corporation and political subdivision of the State of Colorado and duly authorized to conduct its operations within the State of Colorado;

(ii) The District has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the District with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the District is a party or by which the District is or may be bound; and

(iii) The District has taken or performed all requisite acts or actions which may be required by the organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

These representations and warranties are made as of the date hereof and shall be deemed continually made by the District to the Association for the entire term of this Agreement.

8. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue shall be proper in Douglas County, Colorado.

9. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

11. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties hereto shall be for the sole and exclusive benefit of the Parties hereto.

12. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

14. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

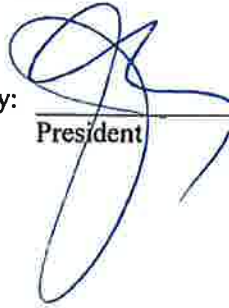
**[SIGNATURE PAGE TO OPERATIONS AND MAINTENANCE AGREEMENT]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

**PARKER HOMESTEAD METROPOLITAN  
DISTRICT**

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

President



Attest:



Secretary or Assistant Secretary

**HEIRLOOM HOMEOWNERS  
ASSOCIATION, INC.**

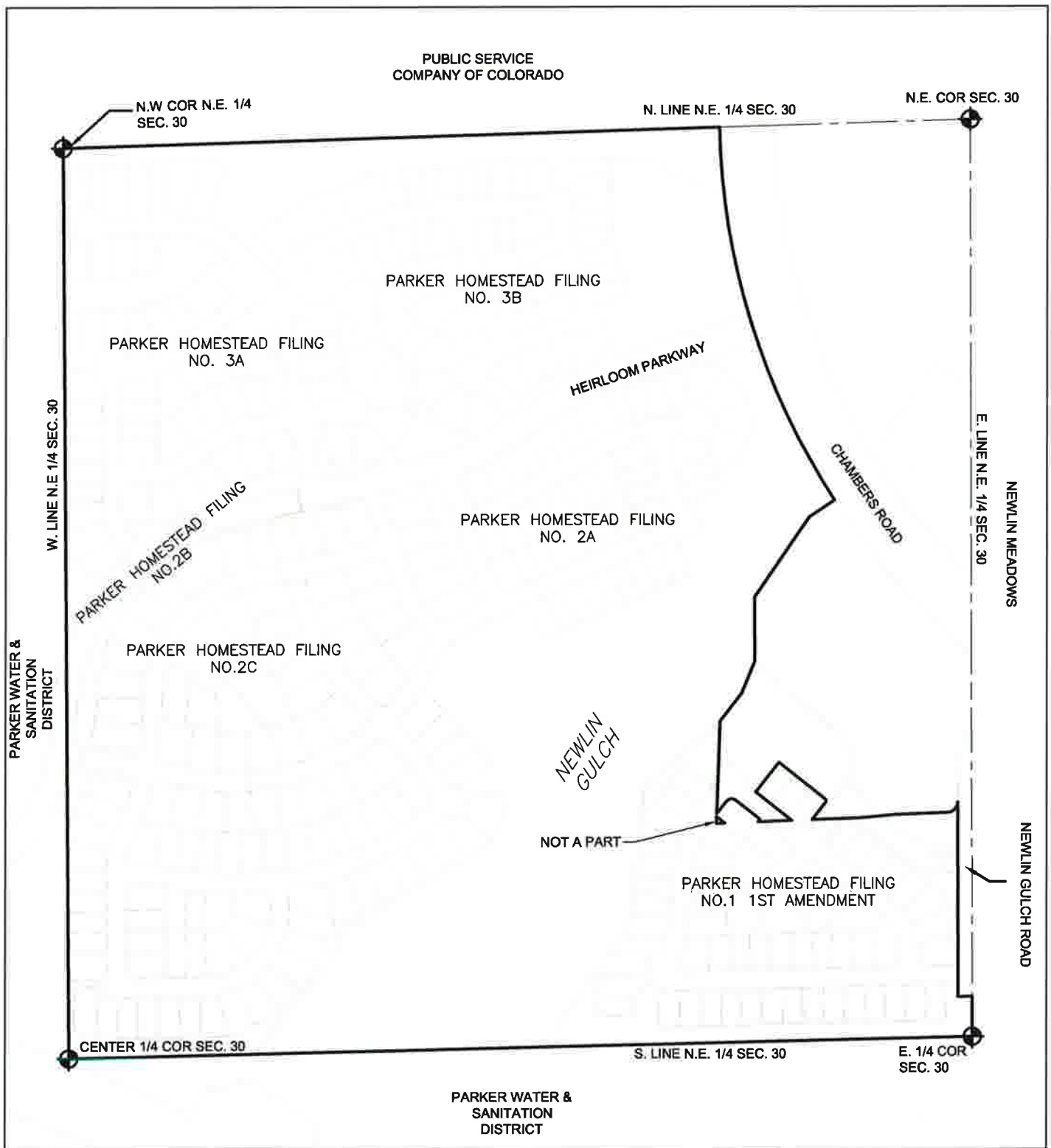
By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY AND IMPROVEMENTS**



# PARKER HOMESTEAD METROPOLITAN DISTRICT, LGID NO. 66298



SCALE 1"=400'

**ADDENDUM TO  
OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN  
PARKER HOMESTEAD METROPOLITAN DISTRICT AND  
HEIRLOOM HOMEOWNERS ASSOCIATION, INC.**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Association hereby certifies to the District that the Association does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Association who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Association shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Association that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Association represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Association is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Association obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Association shall:

(a) Notify the subcontractor and the District within three days that the Association has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Association shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Association shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Association violates any provision of this Addendum, the District may terminate the Agreement immediately and the Association shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Association to the Colorado Secretary of State, as required by law.

**OPERATIONS AND MAINTENANCE AGREEMENT  
BETWEEN  
PARKER HOMESTEAD METROPOLITAN DISTRICT  
AND  
HEIRLOOM HOMEOWNERS ASSOCIATION, INC.**

This **OPERATIONS AND MAINTENANCE AGREEMENT** (“**Agreement**”) is entered into this \_\_\_\_ day of June, 2021, and effective as of February 21, 2017, by and between **PARKER HOMESTEAD METROPOLITAN DISTRICT** a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **HEIRLOOM HOMEOWNERS ASSOCIATION, INC.**, a Colorado non-profit corporation (the “**Association**”), each individually a “**Party**” and together, the “**Parties**.”

**RECITALS**

WHEREAS, the District is responsible for administering the provision of public improvements for the property within the development known as Parker Homestead within the Town of Parker, Colorado (the “**Development**”); and

WHEREAS, the Association is the association named and referred to in the Declaration of Covenants recorded October 31, 2012 at Reception No. 2012083304 in the real property records of Douglas County (“**Declaration**”) and is responsible for the maintenance of the common areas within the property subject to the Declaration (the “**Development**”); and

WHEREAS, the District has constructed, installed or otherwise provided for certain landscaping and park and recreation improvements in accordance with the District’s service plan as described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Improvements**”); and

WHEREAS, the Association is able and willing to provide administration, management and maintenance of the Improvements in a more cost-efficient manner than the District and desires to operate and maintain the Improvements.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

**COVENANTS AND AGREEMENTS**

1. Warranties. The Association shall retain the non-exclusive right to enforce all warranties with respect to the Improvements.

2. Association’s Duties with Respect to Improvements. The Association at its sole expense shall be subject to the following duties and restrictions:

(a) Maintenance and Alterations. The Association will operate and maintain the Improvements at its sole cost and expense. Operation and maintenance will include the

repair and replacement of the Improvements in accordance with commercially reasonable standards, as determined and authorized by the Association's Board of Directors, subject to any warranties or guarantees applicable to the Improvements. Other than ordinary operation and maintenance, the Association shall not make nor permit to be made any material modifications or alterations to the Improvements without the District's prior review and approval, which shall not be unreasonably withheld or delayed. Any additional improvements constructed by the Association shall be owned by the Association and maintained by the Association at its sole expense. The Association will make such alterations, repairs, restoration, or extensions to the Improvements as required by all laws, rules, and regulations at the Association's sole expense.

(b) Insurance.

(i) Liability Insurance. The Association shall maintain general liability insurance in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence. The insurance will protect the Association (and the District, if the District can be named as an additional insured under the Association's liability policy at a nominal cost to the Association) against claims typically covered by such insurance. The District may pay the insurance premium if the Association fails to do so and seek reimbursement therefore from the Association.

(ii) Casualty Insurance. During the term of the Agreement, the Association shall insure the Improvements against loss or damage by fire and other risks or physical loss if such insurance is available to the Association at commercially reasonable rates, as determined in the sole discretion of the Association. If such insurance is not available at commercially reasonable rates, as determined by the Association, the Association shall provide the District written notice, in which event the District shall provide casualty insurance for the Improvements at the sole cost and expense of the District. In such event, the District shall coordinate any claims to be made thereunder with the Association. In the event of a claim on any such policy obtained by the District, the District will make the proceeds of any such claim available to the Association as necessary for the repair or replacement of the Improvements.

(c) Permits and Licenses. The Association will obtain all necessary permits, licenses or other authorization required at its sole cost and expense, for its use, operation and maintenance of the Improvements.

(d) Taxes. Any taxes or assessments, including personal property taxes, levied upon or assessed against the Improvements, which are or may become a lien against the subject Improvements, shall be paid by the Association upon receipt of written notice of such taxes due by the Association, either from the District or the taxing authority. The Association may take such steps as necessary to contest, review, and provide for relief or abatement from such taxes. The Association shall not be responsible for payment of any such taxes for which the Association does not receive actual written notice, either from the District or the taxing authority. In such event, the District shall remain liable for payment of such taxes, as owner of the subject Improvements.

(e) Conveyance. During the term of this Agreement, the Association may not assign, convey or encumber, in whole or in part, any portion of the Improvements or the land on which the Improvements are located without the express consent of the District.

(f) Illegal Alien Compliance. By its execution hereof, the Association confirms and ratifies all of the certifications, statements, representations and warranties set forth in the **Addendum** attached hereto and made a part hereof by this reference.

3. Term of this Agreement. This Agreement shall have an initial term, commencing on the date first set forth above and expiring on December 31, 2021 (“Term”), which Term shall be automatically extended for successive five (5) year periods thereafter, unless either Party gives written notice of its intent to terminate this Agreement at least ninety (90) days prior to the end of the applicable period; provided, however, the District shall have the right to terminate all or any portion of this Agreement at any time, with or without cause, by giving written notice of such termination to the Association. Condemnation of any of the Improvements by eminent domain will terminate this Agreement as to those Improvements condemned from and after the date of vesting of title of such Improvements in the condemning authority.

4. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or as may be required by law shall be in writing, and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail postage prepaid addressed as follows:

To District: Parker Homestead Metropolitan District  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: (303) 987-0835  
Fax: (303) 987-2032  
Attn: Ann Finn

With a Copy To: McGeady Becher P.C.  
450 East 17th Avenue, Suite 400  
Denver, CO 80203-1254  
Attention: MaryAnn McGeady  
Phone: 303-592-4380  
Email: legalnotices@specialdistrictlaw.com

To Association: Heirloom Homeowners Association, Inc.  
c/o Advance HOA Management, Inc.  
3600 S. Yosemite St., Suite 400  
Denver, CO 80237  
Phone: (303) 482-2213  
Fax: (303) 495-5895  
Attn: \_\_\_\_\_

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5. Assignment. Neither Party shall assign its rights and obligations hereunder without the prior written consent of the other Party, not to be unreasonably withheld or delayed. Any purported assignment without such consent shall be void.

6. Remedies in the Event of Default. In the event any Party breaches its obligations hereunder, which breach is not cured within thirty (30) days of written notice by the non-breaching Party, said breach shall constitute a default. Either Party may request a reasonable extension of the cure period. Written consent to such an extension by the other Party shall not be unreasonably withheld. If a default results in a condition that, in the District's discretion, would result in a risk to public safety that must be addressed prior to the running of the 30 day cure period, the District may, but shall not be required to, assume such duty or duties of the Association hereunder as the District deems necessary and appropriate in order to serve the public interest, and the Association shall be obligated to reimburse the District for the actual costs incurred by the District in performing all or a portion of the Association's duties. In the event of default, the non-defaulting Party shall be entitled to all remedies at law or in equity, specifically including suits for specific performance and/or monetary damages. Such remedies may include, but not be limited to, the District taking responsibility for operation, maintenance, repair and replacement of the Improvements and insurance therefore, and recovering the costs thereof from the Association. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

7. Representations and Warranties.

(a) Association's Representations and Warranties. The Association hereby makes the following representations and warranties to and for the benefit of the District:

(i) The Association is a nonprofit corporation in good standing under the laws of the State of Colorado and duly authorized to conduct business within the State of Colorado;

(ii) The Association has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Association with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the Association is a party or by which the Association is or may be bound;

(iii) The Association has taken or performed all requisite acts or actions which may be required by the organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement; and

(iv) The Association shall charge such rates and assessments and maintain such financial reserves as necessary to operate and maintain the Improvements to reasonable commercial standards, and to meet all of its obligations hereunder.

These representations and warranties are made as of the date hereof and shall be deemed continually made by the Association to the District for the entire term of this Agreement.

(b) District Representations and Warranties. The District hereby makes the following representations and warranties to and for the benefit of the Association:

(i) The District is a quasi-municipal corporation and political subdivision of the State of Colorado and duly authorized to conduct its operations within the State of Colorado;

(ii) The District has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the District with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the District is a party or by which the District is or may be bound; and

(iii) The District has taken or performed all requisite acts or actions which may be required by the organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

These representations and warranties are made as of the date hereof and shall be deemed continually made by the District to the Association for the entire term of this Agreement.

8. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue shall be proper in Douglas County, Colorado.

9. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

11. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties hereto shall be for the sole and exclusive benefit of the Parties hereto.

12. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

14. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.



**[SIGNATURE PAGE TO OPERATIONS AND MAINTENANCE AGREEMENT]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

**PARKER HOMESTEAD  
METROPOLITAN DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary or Assistant Secretary

**HEIRLOOM HOMEOWNERS  
ASSOCIATION, INC.**

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

**EXHIBIT A**  
**PROPERTY AND IMPROVEMENTS**

**ADDENDUM TO  
OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN  
PARKER HOMESTEAD METROPOLITAN DISTRICT AND  
HEIRLOOM HOMEOWNERS ASSOCIATION, INC.**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Association hereby certifies to the District that the Association does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Association who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Association shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Association that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Association represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Association is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Association obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Association shall:

(a) Notify the subcontractor and the District within three days that the Association has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Association shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Association shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Association violates any provision of this Addendum, the District may terminate the Agreement immediately and the Association shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Association to the Colorado Secretary of State, as required by law.

**QUIT CLAIM DEED**

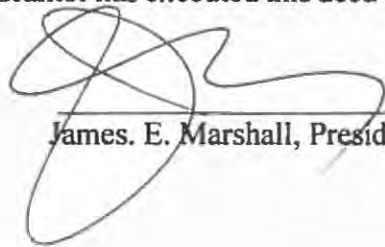
**THIS QUIT CLAIM DEED**, made this 1174 day of March, 2019, between **PARKER HOMESTEAD METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Blvd., Suite 150, Lakewood, CO 80228 ("**Grantor**"), and **HEIRLOOM HOMEOWNERS ASSOCIATION, INC.** a Colorado nonprofit corporation, whose legal address is 11002 Benton Street, Westminster, CO 80020-3200 ("**Grantee**");

WITNESSTH, that Grantor, for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM, unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Douglas, and State of Colorado, described as follows:

Parker Homestead Filing 2A, Tract F

**TO HAVE AND TO HOLD** the same, with appurtenances, and all the estate, right title and interest of the Grantor, to the Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

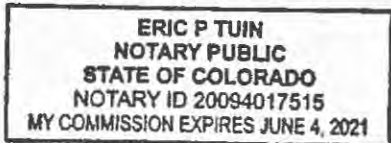


James E. Marshall, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 1174 day of March, 2019, by James E. Marshall, as President of Parker Homestead Metropolitan District.

WITNESS my hand and official seal.

  
Notary Public

My commission expires: 6/4/21