



ICENOGLE SEAVER POGUE

August 1, 2023

Office of Development Assistance
City of Aurora Colorado
Attn: Jacob Cox & Cesarina Dancy
15151 East Alameda Parkway, Suite 5200
Aurora, CO 80012
Via E-mail: oda@auroragov.org

State of Colorado
Office of the State Auditor
1525 Sherman St., 7th Floor
Denver, CO 80203
(Via E-Portal)

Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203
(Via E-Portal)

Arapahoe County Clerk & Recorder
5334 S. Prince St.
Littleton, CO 80120
Via E-Mail: clerk@arapahoegov.com

Re: Horizon Metropolitan District No. 1
Filing of Annual Report

Dear Sir or Madam:

Enclosed for your information and records is a copy of the 2022 Annual Report for Horizon Metropolitan District No. 1.

Should you have any questions regarding the enclosed, please do not hesitate to contact our office. Thank you.

Sincerely,

ICENOGLE SEAVER POGUE
A Professional Corporation

Kayla Enriquez

Kayla M. Enriquez

**ANNUAL REPORT FOR THE YEAR 2022
HORIZON METROPOLITAN DISTRICT NO. 1**

The Horizon Metropolitan District No. 1 (the “District”) hereby submits this annual report, as required pursuant to Section VIII of the First Amended and Restated Service Plan for the District, as approved by the City of Aurora (the “City”) on August 23, 2010 (the “Service Plan”). In addition, pursuant to Section 32-1-207(3)(c), C.R.S., the District is required to submit an annual report for the preceding calendar year commencing in 2023 for the 2022 calendar year to the City, the Division of Local Government, the state auditor, and the Arapahoe County Clerk and Recorder. This annual report is being submitted to satisfy the reporting requirement for the year 2023.

I. SERVICE PLAN – ANNUAL REPORT REQUIREMENTS.

For the year ending December 31, 2022, the District makes the following report:

A. Changes to the District’s boundaries as of December 31 of the prior year.

No changes to the District’s boundaries were made in 2022 or proposed as of December 31, 2022.

B. Intergovernmental agreements entered into by the District during the prior year.

- *Intergovernmental Cost Sharing and Recovery Agreement* between the District and Horizon Metropolitan District No. 4, dated May 17, 2022.
- *Intergovernmental Cost Sharing and Recovery Agreement* between the District and Horizon Metropolitan District No. 5, dated May 17, 2022.

C. Copies of rules and regulations, if any, as of December 31 of the prior year.

- *District-Owned Park Rules*, adopted by the Board of Directors of the District (the “Board”) on September 7, 2022 and as hereto as **Exhibit A**.
- *Covenant Enforcement and Fine Policy*, adopted by the Board on September 7, 2022 and attached hereto as **Exhibit B**.

D. A summary of any litigation which involves the District public improvements as of December 31 of the prior year.

The District’s General Counsel is not aware of any litigation concerning the District’s public improvements as of December 31, 2022.

E. Status of the District’s construction of public improvements as of December 31 of the prior year.

The District did not construct any public improvements in the year 2022 and does not anticipate constructing any improvements in 2023.

F. A list of all facilities and improvements constructed by the District that have been

dedicated to and accepted by the City as of December 31 of the prior year.

No District constructed facilities or improvements were dedicated or accepted by the City in the year 2022.

G. Assessed valuation of the District for the current year.

The final gross assessed valuation of the District for 2023 is \$10,435 and the final net assessed valuation of the District for 2023 is \$23.

H. Current year budget including a description of Public Improvements to be constructed in such year.

A copy of the District's 2023 budget is attached hereto as **Exhibit C**. See response to Section I.E. above for a description of the public improvements to be constructed in 2023.

I. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

As of the date of submission this 2022 Annual Report, the District's audited financial statements for the year ending December 21, 2022 are not yet available. A copy of the District's submitted request for extension of time to file audit is attached as **Exhibit D**.

J. Notice of any uncured of default by the District, which continue beyond a ninety (90) day period, under any debt instrument.

As of the date of submission of this 2022 Annual Report, the District is not aware of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any debt instrument.

K. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

As of the date of submission of this 2022 Annual Report, the District is not aware of any inability of the District to pay its obligations as they come due in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

II. SPECIAL DISTRICT ACT (SECTION 32-1-207(3)(c), C.R.S.) ANNUAL REPORT REQUIREMENTS:

For the year ending December 31, 2022, the Districts make the following report pursuant to Section 32-1-207(3)(c), C.R.S.:

A. Boundary changes made.

See Section I.A. above.

B. Intergovernmental agreements entered into or terminated with other governmental entities.

See Section I.B. above.

C. Access information to obtain a copy of rules and regulations adopted by the board.

For information concerning rules and regulations adopted by the District please contact the District's Manager:

Josh Miller, Manager
CliftonLarsonAllen LLP
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111
(303) 779-5710

D. A summary of litigation involving public improvements owned by the special district.

See Section I.D. above.

E. The status of the construction of public improvements by the special district.

See Section I.E. above.

F. A list of facilities or improvements constructed by the special district that were conveyed or dedicated to the county or municipality.

See Section I.F. above.

G. The final assessed valuation of the special district as of December 31 of the reporting year.

See Section I.G. above.

H. A copy of the current year's budget.

See Section I.H. above.

I. A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", part 6 of article 1 of title 29, or the application for exemption from audit, as applicable.

See Section I.I. above.

J. Notice of any uncured defaults existing for more than ninety days under any debt instrument of the special district.

See Section I.J. above.

K. Any inability of the special district to pay its obligations as they come due under any obligation which continues beyond a ninety-day period.

See Section I.K. above.

EXHIBIT A

District-Owned Park Rules

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
HORIZON METROPLITAN DISTRICT NO. 1
REGARDING DISTRICT-OWNED PARK RULES**

WHEREAS, the Horizon Metropolitan District No. 1 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the District’s Board of Directors (the “Board”) has authority to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the Board and of the District; and

WHEREAS, pursuant to Colorado law and the District’s Service Plan, the District has the power to provide for parks and recreational facilities and programs and is empowered to regulate the use of and access to property it owns pursuant to § 32-1-1001(1)(f), C.R.S.; and

WHEREAS, the District owns, operates and maintains parks for the use and benefit of its residents, taxpayers, and the public (the “Park”); and

WHEREAS, to preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District desires to establish rules for public use of the Park.

NOW, THEREFORE, the Board of Directors of Horizon Metropolitan District No. 1 resolves as follows:

1. Rules for Public Use of the Park. The Board hereby establishes and adopts rules and regulations regarding the public use of the Park as set forth in Exhibit A attached hereto and incorporated herein by this reference (the “District-Owned Park Use Rules”).
2. Special-Use Permits. Permits are required for events involving protests, marches and/or any other form of speech activity. The Application for Special Use Permit attached hereto as Exhibit B must be submitted and processed in advance of any event for which a permit is required. Permits shall cost Thirty Dollars (\$30.00) for a half-day reservation and Fifty Dollars (\$50.00) for a full-day reservation.
3. Event Permits. Permits are required to reserve space within a District-Owned Park. The Application for Event Permit, for events not involving protests, marches and/or any other form of speech activity, attached hereto as Exhibit C must be submitted and processed in advance of any event for which a permit is required. Permits shall cost Thirty Dollars (\$30.00) for a half-day reservation and Fifty Dollars (\$50.00) for a full-day reservation.
4. District Representative. The Board delegates the District manager as District representative for purposes of distributing the District-Owned Park Use Rules and Application for Special Use Permit, and for receiving and processing the Application for Special Use Permit. The District representative shall inform the Board of permit applications submitted and processed, and if any application is denied, the reasons for denial.

5. Enforcement. The District will advise the City of Aurora Police Department of the District-Owned Park Use Rules. The District shall take steps to enforce the rules as appropriate.

6. Modification. The District may change, modify, or amend these District-Owned Park Use Rules at any time.

7. Prior Rules Superseded. The District-Owned Park Use Rules shall supersede any previous rules regarding Park use.

ADOPTED AND APPROVED THIS 7th DAY OF SEPTEMBER, 2022.

HORIZON METROPOLITAN DISTRICT NO. 1

DocuSigned by:

57F348D4ED00445...
By: David Crowder, President

EXHIBIT A

Park Use Rules

District-Owned Park Use Rules

1. **Unauthorized motor vehicles.** Unless otherwise approved by the District, no motorized vehicles are allowed on sidewalks, bike paths, or turf areas.
2. **Disruption of District business.** Disruption of any District business, event, or other sponsored activity is prohibited.
3. **Trash and dumping of trash/refuse.** All litter, trash, and debris must be properly disposed of. Dumping of refuse generated offsite is prohibited. Any trash or debris that cannot be placed inside a trash receptacle must be removed from the property by the user(s).
4. **Damage to District property.** Defacing, damaging, removing, destroying, or vandalizing District property (buildings, fixtures, grounds, signs or other structures) is prohibited.
5. **Weapons and firearms.** Possession, display, brandishing, or use of any illegal or deadly weapon or firearm is prohibited. Weapons are defined as including, but not limited to, any lawn dart, slingshot, razor, dirk, dagger, or any knife with a blade over 3 ½ inches, nunchaku or throwing stars. Firearms are defined as including, but not limited to, any crossbow, bow and arrow, slingshot, blowgun, BB gun or pellet gun, whether powered with gunpowder, compressed air, or gas cartridges. It shall not be prohibited to carry a concealed handgun if, at the time of carrying the concealed handgun, the carrier possesses a valid permit.
6. **Fireworks, fires or open flames, model rockets.** Discharge or use of firearms, projectiles, or fireworks is prohibited. Open flames, personal grills, and candles are prohibited, subject to permitting. The safe use of grills that are installed within District-Owned Parks is exempt from this provision.
7. **Glass.** Glass is not permitted.
8. **Alcoholic beverages.** Consumption or possession of alcoholic beverages is prohibited, unless in conjunction with an event for which a proper permit for alcohol consumption has been issued.
9. **Disposables.** Balloons, birdseed, rice, and confetti are prohibited.
10. **Possession of illegal drugs or paraphernalia; public consumption of marijuana products.** The possession of any illegal drug, substance or drug paraphernalia is prohibited. The public consumption of any marijuana product is prohibited.
11. **Pets.** Pets must be leashed and under human control at all times. Pet waste must be picked up and disposed of immediately.
12. **Amplification and noise.** Amplified sound is prohibited, subject to permitting.

Exhibit B
Special Use Permit

**Horizon Metropolitan District No. 1
Application for Special Use Permit
District-Owned Parks**

Horizon Metropolitan District No. 1 (the “District”) allows events and peaceful assembly at the Park. To preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District manages organized activities through a permit system. Permits control aspects of the planned activity such as date, time, location, and number of participants. The content of what permit-holders have to say is NOT regulated.

Permits are required for events and demonstrations such as rallies, picketing, speechmaking, marching, or similar activities that primarily involve communication or expression of views or grievances (an “Event”).

Please supply the information requested below and attach additional sheets, if necessary. Please allow at least **five (5) days** for processing.

Applicant (Representative) Name:		Entity/ Organization Name:	
Address:		Address:	
City/State/Zip Code:		City/State/Zip Code:	
Telephone:		Telephone:	
Cell:		Cell:	
Email:		Email:	
Please describe proposed Event (attach diagram / site plan):			
Date of Event:			
Event start:		Event end:	
Tear-down will be completed:			
Number of attendees (please provide an estimate):			
Please describe clean-up and removal of trash, animal waste, and recyclables during and after the Event:			
Please describe any additional permits you have or will obtain for the Event:			
Do you require use of the stage?		Y	N
Will the Event require road closures?		Y	N

TERMS AND CONDITIONS

1. The Event must not conflict with any scheduled District function or program. Events are permitted on a first come, first served basis. Permits are not transferrable.
 2. Submission of this application does not constitute approval or permission. You will be notified of the disposition of the application and the necessary steps to secure your permit. (Note: you may be required to provide proof of liability insurance, in addition to other requirements.)
 3. The Event organizer acknowledges and agrees that additional permits may be required to conduct the Event and that the Event organizer is solely responsible for compliance with any and all applicable statutes, ordinances, rules, and regulations.
 4. A copy of the permit issued by the District (and any other permits required by other jurisdictions, including, without limitation, the City of Aurora) must be on-site at all times during the Event.
 5. The area used by the permittee will be left in the same condition as it was found, and all litter will be removed or placed in trash receptacles. Any District property damaged by the permittee or resulting from the Event shall be replaced or repaired at the permittee's cost. A refundable damage deposit of Five Hundred Dollars (\$500.00) is required for Events and shall accompany the permit application. The damage deposit will be returned following completion of the Event if the property is cleaned and restored to the condition it was in prior to the Event. If the property used is not properly cleaned or restored, the damage deposit or portion thereof shall be applied to the costs of clean-up, and the permit holder will be billed the actual costs of clean-up. Any unused portion of the damage deposit will be returned to the permit holder.
 6. Trash removal service is required for all Events if more than twenty-five (25) people are expected to be in attendance.
 7. Temporary structures, including tents and pavilions, are permitted but may not remain overnight.
 8. No items may be permanently attached to District property (e.g., fences, trees, or trash receptacles).
 9. Electrical power will not be furnished unless pre-approved.
 10. Good order and proper decorum shall be maintained at all times by persons conducting and participating in the event. Persons will leave District property at the designated conclusion time. The Permittee is responsible for security and orderly behavior at the Event.
 11. The District reserves the right to immediately revoke the permit should it become necessary in the interest of public safety, health, and general welfare.
 12. The District may require security services for Events, including, but not limited to, Events creating significant risk of injury to person or property to ensure public safety.
 13. The District may require general liability insurance to ensure public safety if the Event poses a substantial risk of damage or injury based on the anticipated number of attendees, the nature of the Event and activities involved, and the physical characteristics of the Event site. If general liability insurance is required, Horizon Metropolitan District No. 1 shall be named as an additional insured. Coverage must be maintained for the duration of the Event, including through set-up and tear-down.
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WAIVER, RELEASE AND INDEMNIFICATION

For an activity or event for which a permit is issued, proposed to be held, or actually held in a District-owned park ("Covered Activity"), the applicant/permittee shall defend, indemnify, and hold harmless Horizon Metropolitan District No. 1, its officers, employees, agents and assigns, individually and collectively (the "Indemnitees"), against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses of any kind whatsoever that may be suffered, incurred, or sustained by Indemnitees or for which Indemnitees may become liable resulting from, arising out of, or relating to the Covered Activity. The permit holder hereby releases, waives, discharges and covenants not to sue the Indemnitees for any claim, demand, action, cause of action, or damages the permit holder has or may have arising out of or related to the permitted use of the District park by the permit holder.

Applicant Name (Print): _____

Applicant Signature: _____

Date: _____

Completed application must be accompanied by the damage deposit in the form of a cashier's check or money order in the amount indicated below, made payable to Horizon Metropolitan District No. 1.

- Half-day permits: \$30.00
- Full-day permits: \$50.00

Submit your completed application to: josh.miller@claconnect.com. If your request is approved, a permit will be sent to the person designated on the application.

The permit must be signed and returned prior to the Event.

FOR OFFICIAL USE ONLY:

[insurance, noise, alcohol, fencing, security, coordination with City, etc.]

Exhibit C
Event Permit

**Horizon Metropolitan District No. 1
Application for Event Permit
District-Owned Parks**

Horizon Metropolitan District No. 1 (the “District”) allows events at the Park. To preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District manages organized activities through a permit system. Permits control aspects of the planned activity such as date, time, location, and number of participants.

Permits are required to reserve space within District-Owned Parks (an “Event”).

Please supply the information requested below and attach additional sheets, if necessary. Please allow at least **five (5) days** for processing.

Applicant (Representative) Name:	Entity/ Organization Name:
Address:	Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone:	Telephone:
Cell:	Cell:
Email:	Email:
Please describe proposed Event (attach diagram / site plan):	
Date of Event:	
Event start:	Event end:
Tear-down will be completed:	
Number of attendees (please provide an estimate):	
Please describe clean-up and removal of trash, animal waste, and recyclables during and after the Event:	
Please describe any additional permits you have or will obtain for the Event:	
Do you require use of the stage?	Y N
Will the Event require road closures?	Y N

TERMS AND CONDITIONS

14. The Event must not conflict with any scheduled District function or program. Events are permitted on a first come, first served basis. Permits are not transferrable.
 15. Submission of this application does not constitute approval or permission. You will be notified of the disposition of the application and the necessary steps to secure your permit. (Note: you may be required to provide proof of liability insurance, in addition to other requirements.)
 16. The Event organizer acknowledges and agrees that additional permits may be required to conduct the Event and that the Event organizer is solely responsible for compliance with any and all applicable statutes, ordinances, rules, and regulations.
 17. A copy of the permit issued by the District (and any other permits required by other jurisdictions, including, without limitation, the City of Aurora) must be on-site at all times during the Event.
 18. The area used by the permittee will be left in the same condition as it was found, and all litter will be removed or placed in trash receptacles. Any District property damaged by the permittee or resulting from the Event shall be replaced or repaired at the permittee's cost. A refundable damage deposit of Five Hundred Dollars (\$500.00) is required for Events and shall accompany the permit application. The damage deposit will be returned following completion of the Event if the property is cleaned and restored to the condition it was in prior to the Event. If the property used is not properly cleaned or restored, the damage deposit or portion thereof shall be applied to the costs of clean-up, and the permit holder will be billed the actual costs of clean-up. Any unused portion of the damage deposit will be returned to the permit holder.
 19. Trash removal service is required for all Events if more than twenty-five (25) people are expected to be in attendance.
 20. Temporary structures, including tents and pavilions, are permitted but may not remain overnight.
 21. No items may be permanently attached to District property (e.g., fences, trees, or trash receptacles).
 22. Electrical power will not be furnished unless pre-approved.
 23. Good order and proper decorum shall be maintained at all times by persons conducting and participating in the event. Persons will leave District property at the designated conclusion time. The Permittee is responsible for security and orderly behavior at the Event.
 24. The District reserves the right to immediately revoke the permit should it become necessary in the interest of public safety, health, and general welfare.
 25. The District may require security services for Events, including, but not limited to, Events creating significant risk of injury to person or property to ensure public safety.
 26. The District may require general liability insurance to ensure public safety if the Event poses a substantial risk of damage or injury based on the anticipated number of attendees, the nature of the Event and activities involved, and the physical characteristics of the Event site. If general liability insurance is required, Horizon Metropolitan District No. 1 shall be named as an additional insured. Coverage must be maintained for the duration of the Event, including through set-up and tear-down.
-

WAIVER, RELEASE AND INDEMNIFICATION

For an activity or event for which a permit is issued, proposed to be held, or actually held in a District-owned park ("Covered Activity"), the applicant/permittee shall defend, indemnify, and hold harmless Horizon Metropolitan District No. 1, its officers, employees, agents and assigns, individually and collectively (the "Indemnitees"), against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses of any kind whatsoever that may be suffered, incurred, or sustained by Indemnitees or for which Indemnitees may become liable resulting from, arising out of, or relating to the Covered Activity. The permit holder hereby releases, waives, discharges and covenants not to sue the Indemnitees for any claim, demand, action, cause of action, or damages the permit holder has or may have arising out of or related to the permitted use of the District park by the permit holder.

Applicant Name (Print): _____

Applicant Signature: _____

Date: _____

Completed application must be accompanied by the damage deposit in the form of a cashier's check or money order in the amount indicated below, made payable to Horizon Metropolitan District No. 1.

- Half-day permits: \$30.00
- Full-day permits: \$50.00

Submit your completed application to: josh.miller@claconnect.com. If your request is approved, a permit will be sent to the person designated on the application.

The permit must be signed and returned prior to the Event.

FOR OFFICIAL USE ONLY:

[insurance, noise, alcohol, fencing, security, coordination with City, etc.]

EXHIBIT B

Covenant Enforcement and Fine Policy

**RESOLUTION OF THE
BOARD OF DIRECTORS OF THE
HORIZON METROPOLITAN DISTRICT NO. 1**

A RESOLUTION APPROVING A COVENANT ENFORCEMENT AND FINE POLICY

WHEREAS, pursuant to Section 32-1-1004(8), C.R.S., the Horizon Metropolitan District Nos. 1 - 10 (the "Districts") have the power and authority to furnish covenant enforcement and design review services within the Districts; and

WHEREAS, the Horizon Uptown Design Review Board (the "HUDRB") was established by the Restrictive Covenants Establishing Design Review Board, recorded on May 29, 2009 at Reception Number B9055788 in the records of the Arapahoe County Clerk and Recorder, as amended by the First Amendment to Restrictive Covenants Establishing Design Review Board for Horizon Uptown, recorded on November 30, 2020 at Reception Number E0165230 in the records of the Arapahoe County Clerk and Recorder (collectively, the "Covenants"); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein, including in Exhibit A attached hereto, shall have the meaning given to them in the Covenants; and

WHEREAS, pursuant to Section 7.d. of the Covenants, the HUDRB may enter into agreements with any special district whereby the special district undertakes or assists the HUDRB with certain responsibilities delegated to HUDRB therein or in the Design Standards or any bylaws/rules adopted by the HUDRB; and

WHEREAS, HUDRB has established the "Horizon Uptown Homeowner Residential Improvement Guidelines," dated February 15, 2021, as may be amended from time to time (the "Residential Guidelines") to help preserve the inherent character and aesthetic quality of Horizon Uptown; and

WHEREAS, the HUDRB and the Horizon Metropolitan District No. 1 (the "District") entered in a certain Residential Guidelines Enforcement Agreement (the "Agreement"), dated May 17, 2022, to delegate to the District the Design Review Board responsibilities set forth in the Residential Guidelines including, but not limited to, the approval of homeowner applications required by, and the ongoing enforcement of, the Residential Guidelines; and

WHEREAS, pursuant to Section 1 of the Agreement, the District has the authority to enact the responsibilities of the HUDRB as set forth in the Residential Guidelines and provide the ongoing enforcement of the Residential Guidelines. The District has the authority to adopt additional policies, rules and regulations to implement its obligations as the HUDRB and as the enforcer of the Residential Guidelines including, but not limited to, imposing fees to process and review Design Review Request Forms, developing notice and hearing procedures for violations of the Residential Guidelines, and adopting a fine policy for violations of the Residential Guidelines (collectively, the "Governing Documents"); and

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WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., the District is authorized to fix and from time to time increase or decrease fees, rates, tolls, penalties, or charges for services provide by the District, and until paid, such fees, rates, tolls, penalties or charges shall constitute a perpetual lien on and against the Lot and may be foreclosed upon in the same manner as mechanics' liens; and

WHEREAS, the District desires to set forth a "Covenant Enforcement and Fine Policy" to set forth the procedures for the District's enforcement of the Governing Documents in the Districts, including providing procedures for notification of noncompliance and due process hearings, and the imposition of fines.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF HORIZON METROPOLITAN DISTRICT NO. 1 HEREBY ESTABLISHES THE FOLLOWING COVENANT ENFORCEMENT AND FINE POLICY:

1. The Board hereby adopts the Covenant Enforcement and Fine Policy attached hereto as Exhibit A and incorporated herein by reference (the "Enforcement Policy"). Except as otherwise provided in the Covenants, the Enforcement Policy shall apply against all Property described in Exhibit B attached hereto.

2. The Board may further amend, from time to time, the Covenant Enforcement and Fine Policy, as the Board deems necessary.

3. In the event a court of competent jurisdiction finds a provision of the Covenant Enforcement and Fine Policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.


4. The Board hereby authorizes the authorizes the District's President and designated representative of the District, including the District's General Counsel or other officer of the District, to execute this Resolution. This Resolution shall take effect on the date and at the time of its adoption and shall be recorded in the real property records of the Arapahoe County Clerk and Recorder.

(Signatures Begin on Next Page.)

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ADOPTED AND APPROVED THIS 7th DAY OF SEPTEMBER, 2022.

HORIZON METROPOLITAN DISTRICT NO. 1

DocuSigned by:

57E34BD4ED90445

By: David Crowder, President

Signature Page to Resolution Approving Covenant Enforcement and Fine Policy

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EXHIBIT A

COVENANT ENFORCEMENT AND FINE POLICY

Section 1. Intent. This Covenant Enforcement and Fine Policy is adopted to ensure the protection of the health, safety, and welfare of the residents and property owners in the Horizon Metropolitan District Nos. 1 – 10 (the “Districts”), to preserve property values and to provide a fair and consistent enforcement process of the Governing Documents.

Section 2. Observation of Violations. The Board of Directors (the “Board”) for Horizon Metropolitan District No. 1 (the “District”) or its designated representative will initiate the procedures set forth herein upon observation of a Violation of the Residential Guidelines or upon being advised of a Violation of the Governing Documents by a property or home owner (“Owner”). The Board shall use its judgment in deciding whether to proceed with any action regarding any written complaint received from any Owner. Without limiting the Board’s authority to implement the procedures set forth herein and until otherwise determined by the Board, the Board hereby authorizes the District’s Manager and its designees to perform the procedures set forth in Sections 3, 4 and 5 and to impose the Fines and Charges as set forth in Section 6 herein.

Section 3. Notices. The Board shall deliver any and all notices required to be delivered to an Owner pursuant to this Covenant Enforcement and Fine Policy via hand delivery or via First Class Mail. Unless otherwise hand delivered, all Notices shall be deemed to have been received by the Owner three business days after said notices have been mailed. Upon sending notices to an Owner pursuant to the foregoing delivery methods, the Board, in its discretion, may also send any notices required to be delivered to an Owner via certified mail, return receipt requested or via overnight delivery service.

Section 4. Notice Of Violation. When the Board determines, in its sole discretion, that a Violation(s) of the Residential Guidelines (“Violation”) has occurred, the Board shall provide Owner with a written Notice of Violation within thirty (30) days of determining the existence of a Violation, which Notice of Violation shall contain the following information:

- (i) the nature and date of the alleged Violation;
- (ii) a request that the Violation be corrected within 15 calendar days of the date of the written notice. The Board may, in its sole discretion, request an alternative time period for correcting a Violation if the Board determines the Violation poses a threat or danger to the health, safety, or welfare of the residents or the property within of the Districts, or if the Board determines that the circumstances warrant an extended period of time for correcting the Violation;
- (iii) the Owner shall have 15 calendar days from the date of the Notice of Violation (unless a different time period is set forth in the Notice) to request a hearing on the Violation;
- (iv) the proposed Fine to be imposed if the Violation is not corrected within 15 calendar days of the date of the written notice or a challenge, and
- (v) a statement that failure to pay such fines timely may result in the recording of a lien against the Owner’s property, which may be foreclosed upon if not paid.

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The amount of the proposed Fine set forth in the Notice to Violation shall be the amount set forth in Section 6. Fines and Charges.

Section 5. Notice of Continuing Violation and Fine. If the Owner fails to cure the Violation or fails to request a hearing to dispute the Violation within 15 calendar days of the date of the Notice to Violation, the Board shall provide the Owner with a written Notice of Continuing Violation and Fine, indicating:

- (i) The Owner has failed to cure the Violation or request a hearing as provided in the initial Notice of Violation;
- (ii) The Fine stated in the Notice to Violation has been imposed and, until paid, the Fine constitutes a perpetual lien against the Owner's property which may be foreclosed by the District;
- (iii) Failure of the Owner to cure the Violation within 15 calendar days of the date of the first written Notice of Continuing Violation and Fine shall result in subsequent Fines,
- (iv) If applicable, the District's plans to cure such Violation with reimbursement from the Owner pursuant to Section 8 herein; and
- (v) Owner shall remain responsible for the payment of any Fines imposed prior to curing the Violation.

The amount of the Fine imposed shall be the amount set forth in Section 6. Fines and Charges. Until such time that the Violation has been cured and all fines are paid, the District shall send a written Notice of Violation and Fine to the Owner every 15 days from the date of the prior written Notice of Continuing Violation and Fine indicating that a "Continuing Violation" exists, the amount of Fine for the Continuing Violation, and the total unpaid fines then due and owing by the Owner. Upon the Fifth Notice of Continuing Violation and Fine, the unpaid account will be turned over to the District's attorney for legal action, including but not limited, the recording of a Statement of Lien against the Lot. A copy of the recorded Statement of Lien shall be mailed to the Owner.

In the event the Owner cures the Violation after the imposition of fine(s), the Owner shall remain responsible for payment of the outstanding fines. Upon curing the Violation, the District shall mail monthly invoices to the Owner for any outstanding unpaid Fines for the Violation, including any late fees.

Section 6. Fines and Charges.

- A. FINES. The following fine schedule is adopted for each Violation of the Governing Documents as set forth in Section 5. – Notice of Fine:

Continuing Violations (after failure to cure within the stated time period in the Notice of Violation or Request for Hearing):

First Violation	\$25.00
Second Violation	\$50.00
Third Violation	\$75.00
Fourth Violation	\$100.00

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Fifth and subsequent Violations shall be fined \$100.00 per Violation and shall be turned over to the District's attorney for legal action, including but not limited, the recording of a Statement of Lien against the Lot.

B. CHARGES. The following charges shall be charged to Owners as may be applicable herein:

Return Check Charge	\$25.00
Filing of Lien Charge	\$150.00
Release of Lien Charge	\$150.00
Collection Costs:	Reasonable Attorney Fees and Court Costs
Other Charges:	As incurred and deemed appropriate by the Board

C. Perpetual Lien. Pursuant to C.R.S. § 32-1-1001(1)(j)(I), until such time that Owner pays any fine or other monetary penalty imposed herein, such fine or penalty shall constitute a perpetual lien on and against Owner's Lot, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

Section 7. Hearing Process.

A. Request for a Hearing. Owner shall have fifteen (15) calendar days from the date of the Notice of Violation to request a hearing with the Board to dispute any Violation(s). The Board shall, upon such request for a hearing, set and provide written notice of the date, time and place of hearing to Owner. Such hearing shall be open to attendance to any person having the right to attend any meeting of the Board.

B. Hearing Procedures. The hearing procedures shall be as follows:

(1) The Board, through the chair of the meeting, shall direct all proceedings at the meeting. The chair shall also have complete authority to decide what evidence shall be accepted. No person shall speak without being recognized by the chair and the chair may limit the amount of time any person may speak. The failure to comply with the directions of the chair or otherwise conduct an orderly hearing may be considered, in itself, a Violation of the rules resulting in fines or other penalties.

(2) The Board, through the chair of the meeting, will describe the specific provision of the Governing Documents which is said to have been violated by Owner, including the date and place.

(3) Owner shall be asked to admit or deny the charge. Owner may speak for himself or may be represented by counsel throughout the hearing. Failure by Owner to respond or attend the hearing will be construed as an admission by Owner of the Violation.

(4) If the charge is denied, Owner shall describe the details of the circumstances at the hearing.

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- (5) Owner shall have the opportunity to confront each witness against him.
- (6) When all complaining witnesses have been heard, Owner may make statements in rebuttal, and may provide witnesses in support of his position. The complaining witnesses may ask questions of each such rebuttal witness in turn.
- (7) The Board shall have the opportunity to question any witness or involved parties if it so desires.
- (8) Not more than five (5) business days following the hearing, the Board shall either:
 - (i) Make a finding that the Lot is in compliance with the Governing Documents;
 - (ii) Make a finding that the Lot is in Violation of the applicable provisions of the Governing Documents; or
 - (iii) Continue the hearing to a date certain for the purpose of obtaining additional information regarding the alleged Violation.

The decision of the Board shall be final. The result of the vote shall be recorded in the minutes of the meeting and announced to the Owner. Following such decision, any noncompliant Owner shall correct, remedy, or otherwise remove the Violation within the time period specified in the written findings of the Board. Failure of the Owner to comply to cure the Violation within the stated time period, the Board shall provide the Owner with a written Notice of Continuing Violation and Fine as provided in Section 5 herein and the procedures set forth therein shall govern the continuing Violation.

Section 8. District Corrective Action; Emergencies.

In the event any Lot Owner shall fail to timely and/or satisfactorily perform any maintenance, repair or upkeep obligations of such Lot Owner in compliance with the provisions of the Covenants and with the Residential Guidelines, the District may provide in the Notice of Continuing Violation and Fine of the work required to be performed, and, if such failure to perform the work continues for a period of thirty (30) days after such Notice has been given, the District may enter upon the Lot and perform the necessary maintenance, repairs or upkeep; provided, however, that the District may, but shall not be required to, enter upon a Lot in order to perform maintenance, repairs or upkeep without prior notice to the Owner in the event of an emergency, as determined by the District in its reasonable discretion. The District shall send an invoice to the Owner for the District's costs for any such maintenance, repair or upkeep performed by the District and the District shall have a lien on the Lot until such time payment is paid to the District. If the Owner fails to reimburse the District for its costs associated with District's maintenance, repair and upkeep required for the Owner to be in compliance with the Maintenance Standards and Declaration or for any emergency work performed within thirty (30) days of the date of invoice, the Owner's account shall be turned over to the District's attorney for legal action, including but not limited, the recording of a Statement of Lien against the Lot.

Section 9. Legal Proceedings/Collections.

A. Legal Proceedings. In the event the Violation is of a continuing nature, constitutes a threat or the health, safety, or welfare of the residents or the property within Horizon Uptown, or

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the circumstances otherwise justify such action, the District shall have the right to pursue any legal remedy, at law or in equity, to abate the Violation immediately without proceeding through steps outlined above, as provided in Section 3 above. Nothing in this policy shall constitute an election of remedies nor preclude the Board from seeking assistance from other enforcement authorities such as police, fire or animal control. The District shall be entitled to reimbursement of its costs including reasonable attorney fees, court costs, and other legal costs incurred in all enforcement activities from any Owner who has been found in violation of any provision of the Governing Documents. Nothing in this paragraph shall be construed to prevent Owners from recovering their costs as otherwise provided by law.

B. Collection Procedures. At such time the Owner's account is turned over to the District's Attorney, the District's Attorney may take the following actions.

1. Lien. Upon receipt of a past due Owner's account from the Board, the District's attorneys shall arrange for the recordation of a lien against the Owner's property. The District's attorneys shall send a letter, via U.S. Mail and certified mail, return receipt requested, to the delinquent Owner indicating that a lien has been filed against the Owner's property and demanding immediate payment for the past due fines and any other charges imposed by the Board.

2. Other Remedies. Upon further review and direction from the Board, the District's attorneys may also file a summons and complaint in a court of competent jurisdiction for a money judgment. If a judgment or decree is obtained, such judgment or decree shall include reasonable attorney fees together with the cost of the action and all unpaid fines, charges (including charges for the filing and releasing of the lien) and interest as provided in the Governing Documents.

3. Judicial Foreclosure. Upon direction from the Board, the District's attorneys may foreclose on the lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all unpaid fines and charges owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

4. Waivers. The District may extend the time for the filing of lawsuits and liens as the District shall determine appropriate under the circumstances.

C. Reimbursement of Enforcement Costs. The District shall be entitled to reimbursement of its costs including reasonable attorney fees, court costs, and other legal costs incurred in all enforcement activities from any Owner who has committed a Violation.

D. Defenses. Failure of the District to comply with any provision in this Covenant Enforcement and Fine Policy shall not be deemed a defense to payment of unpaid fines and charges as described and imposed herein.

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EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

SECTION 1, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, EXCEPT THOSE PORTIONS GRANTED TO THE DEPARTMENT OF HIGHWAYS IN DEED RECORDED APRIL 9, 1956 IN BOOK 961 AT PAGE 515, APRIL 30, 1965 IN BOOK 1222 AT PAGE 570, RE-RECORDED APRIL 25, 1969 IN BOOK 1809 AT PAGE 692, MARCH 5, 1973 IN BOOK 2105 AT PAGE 661, AND EXCEPT THAT PART CONVEYED TO GUN CLUB PROPERTY CO. IN DEED RECORDED NOVEMBER 8, 1967 IN BOOK 1734 AT PAGE 417 AND EXCEPT THOSE PORTIONS LYING WITHIN THE RIGHT-OF-WAY OF GUN CLUB ROAD, 6TH AVENUE, AND PICCADILLY ROAD AND EXCEPT THAT PART CONVEYED TO E-470 PUBLIC HIGHWAY AUTHORITY IN RULE AND ORDER RECORDED AT RECEPTION NO. A8083185.

SAID LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING TWO PARCELS:

WEST PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;
THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 1308.03 FEET, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AS RECORDED AT RECEPTION NO. A8083185 OF THE ARAPAHOE COUNTY RECORDS;
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 30.00 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 1346.39 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1;
THENCE SOUTH 89 DEGREES 17 MINUTES 28 SECONDS WEST, 2622.72 FEET, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PICADILLY ROAD;
THENCE NORTH 00 DEGREES 28 MINUTES 55 SECONDS WEST, 2610.68 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHWEST QUARTER, TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 1;

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THENCE NORTH 00 DEGREES 27 MINUTES 44 SECONDS WEST, 2514.84 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF E-470 PUBLIC HIGHWAY;

THENCE NORTH 89 DEGREES 25 MINUTES 40 SECONDS EAST, 82.09 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 00 DEGREES 34 MINUTES 20 SECONDS EAST, 451.81 FEET, THRU A CENTRAL ANGLE OF 22 DEGREES 24 MINUTES 46 SECONDS, AN ARC LENGTH OF 176.74 FEET, WHOSE CHORD BEARS SOUTH 79 DEGREES 21 MINUTES 57 SECONDS EAST, 175.61 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF TANGENCY;

THENCE SOUTH 68 DEGREES 09 MINUTES 34 SECONDS EAST, 313.45 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 21 DEGREES 50 MINUTES 26 SECONDS EAST, 749.12 FEET, THRU A CENTRAL ANGLE OF 22 DEGREES 27 MINUTES 09 SECONDS, AN ARC LENGTH OF 293.55 FEET, WHOSE CHORD BEARS SOUTH 79 DEGREES 23 MINUTES 08 SECONDS EAST, 291.68 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 23 MINUTES 18 SECONDS EAST, 2423.70 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 00 DEGREES 36 MINUTES 42 SECONDS EAST, 946.50 FEET, THRU A CENTRAL ANGLE OF 78 DEGREES 06 MINUTES 37 SECONDS, AN ARC LENGTH OF 1290.35 FEET, WHOSE CHORD BEARS SOUTH 51 DEGREES 33 MINUTES 24 SECONDS EAST, 1192.72 FEET, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AND A POINT OF TANGENCY;

THENCE SOUTH 12 DEGREES 30 MINUTES 05 SECONDS EAST, 1801.90 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 77 DEGREES 29 MINUTES 55 SECONDS WEST, 1223.24 FEET, THRU A CENTRAL ANGLE OF 11 DEGREES 10 MINUTES 18 SECONDS, AN ARC LENGTH OF 238.51 FEET, WHOSE CHORD BEARS SOUTH 06 DEGREES 54 MINUTES 56 SECONDS EAST, 238.13 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF NON-TANGENCY;

THENCE SOUTH 09 DEGREES 28 MINUTES 21 SECONDS WEST, 292.75 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE;

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THENCE SOUTH 12 DEGREES 29 MINUTES 50 SECONDS WEST, 1020.69 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 77 DEGREES 30 MINUTES 10 SECONDS WEST, 646.20 FEET, THRU A CENTRAL ANGLE OF 17 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 191.73 FEET, WHOSE CHORD BEARS SOUTH 20 DEGREES 59 MINUTES 50 SECONDS WEST, 191.03 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF TANGENCY;

THENCE SOUTH 29 DEGREES 29 MINUTES 50 SECONDS WEST, 403.10 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH 60 DEGREES 30 MINUTES 10 SECONDS EAST, 476.26 FEET, THRU A CENTRAL ANGLE OF 29 DEGREES 29 MINUTES 50 SECONDS, AN ARC LENGTH OF 245.19 FEET, WHOSE CHORD BEARS SOUTH 14 DEGREES 44 MINUTES 55 SECONDS WEST, 242.49 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF TANGENCY;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 113.76 FEET, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EAST PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 700.59 FEET, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TO A POINT ON THE

EASTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AS RECORDED AT RECEPTION NO A8083185 OF THE ARAPAHOE COUNTY RECORDS;

THENCE NORTH 11 DEGREES 21 MINUTES 09 SECONDS EAST, 30.68 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 11 DEGREES 21 MINUTES 09 SECONDS EAST, 313.11 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 06 DEGREES 52 MINUTES 41 SECONDS EAST, 204.03 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 12 DEGREES 29 MINUTES 53 SECONDS EAST, 1031.46 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID E470 PUBLIC HIGHWAY;

THENCE SOUTH 77 DEGREES 30 MINUTES 07 SECONDS EAST, 355.61 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY RIGHT-

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OF-WAY LINE OF GUN CLUB ROAD;
 THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, 1431.25 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE;
 THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 664.39 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCLUDING THE FOLLOWING LEGALLY DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO:

PARCEL D:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 1 TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 700.59 FEET, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AS RECORDED AT RECEPTION NO. AB083185 OF THE ARAPAHOE COUNTY RECORDS;

THENCE NORTH 11 DEGREES 21 MINUTES 09 SECONDS EAST, 30.68 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 11 DEGREES 21 MINUTES 09 SECONDS EAST, 313.11 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 06 DEGREES 52 MINUTES 41 SECONDS EAST, 204.03 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 12 DEGREES 29 MINUTES 53 SECONDS EAST, 1031.46 FEET, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID E470 PUBLIC HIGHWAY;

THENCE SOUTH 77 DEGREES 30 MINUTES 07 SECONDS EAST, 355.61 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GUN CLUB ROAD;

THENCE SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, 1431.25 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 6TH AVENUE;

THENCE SOUTH 89 DEGREES 16 MINUTES 37 SECONDS WEST, 664.39 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXHIBIT C

2023 Budget

LETTER OF BUDGET TRANSMITTAL

Date: January __, 2023

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2023 budget and budget message for HORIZON METROPOLITAN DISTRICT NO. 1 in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 3, 2022. If there are any questions on the budget, please contact:

Stephanie Odewumi, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO
Tel.: 303-779-5710

I, Stephanie Odewumi as District manager of the Horizon Metropolitan District No. 1, hereby certify that the attached is a true and correct copy of the 2023 budget.

By: *Stephanie Odewumi*
Stephanie Odewumi

STATE OF COLORADO
COUNTY OF ARAPAHOE
HORIZON METROPOLITAN DISTRICT NO. 1
2023 BUDGET RESOLUTION

The Board of Directors (the “Board”) of Horizon Metropolitan District No. 1 (the “District”), Arapahoe County, Colorado, held a regular meeting on Thursday, the 3rd day of October, 2022 at 9:00 a.m. via MS Teams.

The following members of the Board of Directors were present:

David Crowder, Jr., President
Karen Voit, Vice President
Jason Rutt, Secretary
Steven Oser, Assistant Secretary

Also present: Alan D. Pogue, Esq., Icenogle Seaver Pogue, P.C., Stephanie Odewumi, Rachel Alles and Margaret Henderson, CliftonLarsonAllen LLP, Rhiannon Miatt and Todd Hornback, Cohere, Eric Keesen, BrightView Landscape Services, Inc., Jordan Honea, D.R. Horton, Tony, Dan, and Gina Barrios, Members of the Public.

The President reported that, prior to the meeting, notification was provided to each of the Directors of the date, time, and place of the meeting and the purpose for which it was called. It was further reported that the meeting is a regular meeting of the Board and that a Notice of Regular Meeting was posted to the District’s website, and to the best of their knowledge remained posted to the date of this meeting.

At the Board’s regular meeting held on November 3, 2022, the President stated that posting notice of the Budget Hearing was made to allow the Board to conduct a public hearing on the District’s 2023 budget. The President opened the public hearing on the District’s proposed 2023 budget for public comment, if any, and then the public hearing was closed. Upon discussion of the District’s proposed 2023 budget by members of the Board, Director Voit moved that the Board adopt the following Resolution:

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN, FOR HORIZON METROPLITAN DISTRICT NO. 1, ARAPAHOE COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2023, AND ENDING ON THE LAST DAY OF DECEMBER, 2023.

WHEREAS, the Board of Directors (the “Board”) of Horizon Metropolitan District No. 1 (the “District”) has authorized its staff to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget has been submitted to the Board for its consideration; and

WHEREAS, due and proper notice was published on October 27, 2022, in the *Aurora Sentinel*, indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget is available for inspection by the public at a designated place; and (iii) that any interested elector of the District may file any objections to the proposed budget at any time prior to the final adoption of the budget by the District; and

WHEREAS, a public hearing on the proposed budget was opened on Thursday, November 3, 2022, at which time any objections of the electors of the District were considered; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Article X, Section 20 of the Colorado Constitution; 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.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HORIZON METROPOLITAN DISTRICT NO. 1 OF ARAPAHOE COUNTY, COLORADO:

Section 1. Summary of 2023 Revenues and 2023 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2023, as more specifically set forth in the budget attached hereto, are accepted and approved.

Section 2. Adoption of Budget. That the budget attached hereto as Exhibit A and incorporated herein by this reference is approved and adopted as the budget of Horizon Metropolitan District No. 1 for fiscal year.

Section 3. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 4. Budget Certification. That the budget shall be certified by the Board Secretary and/or District Counsel and made a part of the public records of the District, and a certified copy of the approved and adopted budget shall be filed with the Colorado Department of Local Affairs Division of Local Government.

Section 5. Mill Levy Certification. That the foregoing budget indicates that the District shall receive sufficient revenues from sources other than ad valorem taxes to pay District expenditures for the year 2023. Therefore, the District shall not impose a mill levy on taxable property within the District for the year 2023.

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The foregoing Resolution was seconded by Director Rutt.

ADOPTED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2022.

HORIZON METROPOLITAN DISTRICT NO. 1

DocuSigned by:

David Crowder, Jr.

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By: David Crowder, Jr.

Its: President

CERTIFICATION OF RESOLUTION

I, Alan D. Pogue, General Counsel for Horizon Metropolitan District No. 1 (the "District"), do hereby certify that the annexed and foregoing Resolution is a true copy from the Records of the proceedings of the Board of said District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, this 3rd day of November, 2022.



DocuSigned by:

Alan Pogue

ACTEB5F5UCTD473...
Alan D. Pogue, General Counsel

EXHIBIT A

Budget Message
Budget Document

HORIZON METROPOLITAN DISTRICT NO. 1
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2023

**HORIZON METROPOLITAN DISTRICT NO. 1
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 86,603	\$ 333,014	\$ 395,997
REVENUES			
Developer Advance	27,196,420	165,000	330,000
Service Fees	5,659	18,000	30,000
Facilities Fees	75,600	247,200	60,000
Covenants and Fines	-	5,000	8,000
Interest Income	-	50	100
Transfer from HMD No. 2	24,737,923	62,789	94,958
Transfer from HMD No. 3	2,393	1,017	13,206
Total revenues	<u>52,017,995</u>	<u>499,056</u>	<u>536,264</u>
Total funds available	<u>52,104,598</u>	<u>832,070</u>	<u>932,261</u>
EXPENDITURES			
General and administrative	189,107	207,073	234,000
Operations and maintenance	107,310	179,000	296,000
Design Review	-	5,000	8,000
Capital projects	51,475,167	45,000	389,483
Total expenditures	<u>51,771,584</u>	<u>436,073</u>	<u>927,483</u>
Total expenditures and transfers out requiring appropriation	<u>51,771,584</u>	<u>436,073</u>	<u>927,483</u>
ENDING FUND BALANCES	<u>\$ 333,014</u>	<u>\$ 395,997</u>	<u>\$ 4,778</u>
EMERGENCY RESERVE	<u>\$ 170</u>	<u>\$ 2,500</u>	<u>\$ 4,100</u>
TOTAL RESERVE	<u>\$ 170</u>	<u>\$ 2,500</u>	<u>\$ 4,100</u>

No assurance provided. See summary of significant assumptions.

**HORIZON METROPOLITAN DISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/23

ACTUAL	ESTIMATED	BUDGET
2021	2022	2023

ASSESSED VALUATION

Vacant land	\$ 9,788	\$ 10,440	\$ 10,435
	9,788	10,440	10,435
Adjustments	(9,749)	(10,392)	(10,412)
Certified Assessed Value	\$ 39	\$ 48	\$ 23

MILL LEVY

General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000

BUDGETED PROPERTY TAXES

General	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**HORIZON METROPOLITAN DISTRICT NO. 1
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ (11,797)	\$ 205,731	\$ 66,464
REVENUES			
Developer Advance	150,000	165,000	330,000
Service fees	5,659	18,000	30,000
Transfer from HMD No. 2	355,893	62,789	94,958
Transfer from HMD No. 3	2,393	1,017	13,206
Other income	-	-	-
Total revenues	<u>513,945</u>	<u>246,806</u>	<u>468,164</u>
Total funds available	<u>502,148</u>	<u>452,537</u>	<u>534,628</u>
EXPENDITURES			
General and administrative			
Accounting	38,842	45,000	50,000
Billing	13,179	15,000	17,000
District management	36,218	55,000	60,000
Dues and licenses	948	2,167	2,500
Election expense	-	4,755	5,000
Insurance and bonds	9,263	24,151	25,000
Legal services	90,570	60,000	69,000
Miscellaneous	87	1,000	500
Website	-	-	5,000
Operations and maintenance			
Detention Pond Maintenance	-	-	28,000
Events	-	10,000	15,000
Landscaping	105,323	145,000	155,000
Miscellaneous Repairs & Maintenance	-	-	35,000
Snow Removal	-	12,000	18,000
Utilities	-	-	10,000
Waste Services	1,987	12,000	15,000
Water	-	-	20,000
Total expenditures	<u>296,417</u>	<u>386,073</u>	<u>530,000</u>
Total expenditures and transfers out requiring appropriation	<u>296,417</u>	<u>386,073</u>	<u>530,000</u>
ENDING FUND BALANCE	<u>\$ 205,731</u>	<u>\$ 66,464</u>	<u>\$ 4,628</u>
EMERGENCY RESERVE	\$ 170	\$ 2,500	\$ 4,100
TOTAL RESERVE	<u>\$ 170</u>	<u>\$ 2,500</u>	<u>\$ 4,100</u>

No assurance provided. See summary of significant assumptions.

**HORIZON METROPOLITAN DISTRICT NO. 1
DESIGN REVIEW FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ 50
REVENUES			
Covenant and fines	-	5,000	8,000
Interest income	-	50	100
Total revenues	<u>-</u>	<u>5,050</u>	<u>8,100</u>
Total funds available	<u>-</u>	<u>5,050</u>	<u>8,150</u>
EXPENDITURES			
District management	-	5,000	8,000
Total expenditures	<u>-</u>	<u>5,000</u>	<u>8,000</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>5,000</u>	<u>8,000</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ 50</u>	<u>\$ 150</u>

**HORIZON METROPOLITAN DISTRICT NO. 1
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 98,400	\$ 127,283	\$ 329,483
REVENUES			
Developer Advance	27,046,420	-	-
Facilities fees	75,600	247,200	60,000
Transfer from HMD No. 2	24,382,030	-	-
Total revenues	<u>51,504,050</u>	<u>247,200</u>	<u>60,000</u>
Total funds available	<u>51,602,450</u>	<u>374,483</u>	<u>389,483</u>
EXPENDITURES			
Capital Projects			
Capital outlay	27,046,420	-	-
Repay developer advance - Interest	2,339,846	-	-
Repay developer advance	22,042,184	-	354,483
Engineering	46,717	45,000	35,000
Total expenditures	<u>51,475,167</u>	<u>45,000</u>	<u>389,483</u>
Total expenditures and transfers out requiring appropriation	<u>51,475,167</u>	<u>45,000</u>	<u>389,483</u>
ENDING FUND BALANCE	<u>\$ 127,283</u>	<u>\$ 329,483</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**HORIZON METROPOLITAN DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Arapahoe County on March 6, 2006, to provide financing for the acquisition and installation of streets and traffic signals, water, sewer, storm drainage and park and recreation facilities. The District's service area is located entirely within the City of Aurora (the "City"), in Arapahoe County, Colorado. The District was organized in conjunction with other related districts, Horizon Metropolitan District Nos. 2, 3, 4, 5, 6, 7, 8, 9 and 10. The Districts, collectively, will undertake the financing and construction of the public improvements. The Districts shall enter into one or more Intergovernmental Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the public improvements. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

On November 1, 2005, District electors approved revenue indebtedness of \$150,000,000 for street improvements, \$150,000,000 for traffic safety, \$150,000,000 for water supply system, \$150,000,000 for sanitary sewer and transmission system, \$150,000,000 for parks and recreation, \$150,000,000 for mosquito control, \$150,000,000 for fire protection system, \$150,000,000 for television relay and translation system, \$150,000,000 for public transportation system and \$5,000,000 for general operations and maintenance. The District electors also approved \$150,000,000 for refinancing of District debt, \$150,000,000 for debt associated with intergovernmental contracts and \$150,000,000 for debt associated with intergovernmental contracts associated with capital projects.

On November 4, 2008, District electors approved revenue indebtedness of \$750,000,000 for street improvements, \$750,000,000 for traffic safety, \$750,000,000 for water supply system, \$750,000,000 for sanitary sewer and transmission system, \$750,000,000 for parks and recreation, \$750,000,000 for mosquito control, \$750,000,000 for fire protection system, \$750,000,000 for television relay and translation system, \$750,000,000 for public transportation system, \$750,000,000 for solid waste disposal facilities, and \$150,000,000 for general operations and maintenance. The District electors also approved \$750,000,000 for refinancing of District debt and \$750,000,000 for debt associated with intergovernmental contracts. The election also approved an annual increase in taxes of \$150,000,000 for general operations and maintenance and \$750,000,000 for regional improvements.

The Districts' service plan limits the total debt issuance of the project to \$750,000,000. The Maximum Debt Mill Levy the District is permitted to impose is 50.000 mills for any aggregate District's Debt which exceeds fifty percent of the District's assessed valuation. The Maximum Debt Mill Levy will be adjusted for changes in the ratio of actual value to assessed value of property within the District. As of December 31, 2020, the adjusted Maximum Debt Mill Levy is 55.664 mills. For the portion of any aggregate District's Debt which is equal to or less than fifty percent of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation or rate.

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

**HORIZON METROPOLITAN DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (continued)

The District prepares its budget on the modified accrual basis of accounting, in accordance with requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Facilities Fees

Facilities fees are imposed and collected by the District on the Property for payment as provided by the Facilities Funding, Construction and Operations Agreement.

Service Fees

Service fees are imposed and collected by the District for trash and recycling. Service fees are \$20 per unit and billed on a quarterly basis.

Covenant and Enforcement Fees

Covenant and enforcement fees that the District expects to receive for enforcement of residential guidelines are displayed on the Design Review Fund page of the budget.

Intergovernmental Revenues – Transfers from Other Districts

The intergovernmental revenues are transferred from Horizon Metropolitan District No. 2 and 3. The District will coordinate the payment of administrative expenditures for these Districts as well as the District's own administrative expenditures.

Developer Advances

A portion of the operating and administrative costs are to be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for the future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

**HORIZON METROPOLITAN DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Developer Advances (continued)

Estimated Developer advances for operations for December 31, 2022 and 2023 are as follows:

	Balance December 31, 2021	Additions	Deletions	Est. Balance December 31, 2022
Developer Advance O&M				
Principal	\$ 1,169,321	\$ 165,000	\$ -	\$ 1,334,321
Interest	675,218	81,925	-	757,143
Developer Advance Capital				
Principal	\$ 5,227,657	\$ -	\$ -	\$ 5,227,657
Interest	2,163,328	418,213	-	2,581,541
Total	<u>\$ 9,235,524</u>	<u>\$ 665,138</u>	<u>\$ -</u>	<u>\$ 9,900,662</u>

	Balance December 31, 2022	Additions	Deletions	Est. Balance December 31, 2023
Developer Advance O&M				
Principal	\$ 1,334,321	\$ 330,000	\$ -	\$ 1,664,321
Interest	757,143	99,266	-	856,409
Developer Advance Capital				
Principal	\$ 5,227,657	\$ -	\$ 123,791	\$ 5,103,866
Interest	2,581,541	408,635	241,209	2,748,966
Total	<u>\$ 9,900,662</u>	<u>\$ 837,901</u>	<u>\$ 365,000</u>	<u>\$ 10,373,563</u>

Expenditures

General and Administrative Expenditures

General and administrative expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as management, legal, accounting, engineering, insurance and other administrative expenses.

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3.00% of fiscal year spending.

This information is an integral part of the accompanying budget.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of ARAPAHOE COUNTY, Colorado.

On behalf of the HORIZON METROPOLITAN DISTRICT NO. 1,
(taxing entity)^A

the BOARD OF DIRECTORS
(governing body)^B

of the HORIZON METROPOLITAN DISTRICT NO. 1
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 10,435 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F 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: \$ 23 (NET^G 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: 12/09/2022 for budget/fiscal year 2023.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>0.000</u> mills	<u>\$ 0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	0.000 mills	\$ 0
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	0.000 mills	\$ 0

Contact person: Margaret Henderson Daytime phone: (303) 779-5710
(print)

Signed: Margaret Henderson Title: Accountant for the District

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, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ 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.
² 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 (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, 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^J:

1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

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

CONTRACTS^K:

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.

SENTINEL
PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF ARAPAHOE }ss.

I DAVID L. PERRY, do solemnly swear that I am the PUBLISHER of the SENTINEL; that the same is a weekly newspaper published in the County of Arapahoe, State of Colorado and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Arapahoe for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 30, 1923, entitled "Legal Notices and Advertisements," or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated October 27 A.D. 2022 and that the last publication of said notice was in the issue of said newspaper dated October 27 A.D. 2022.

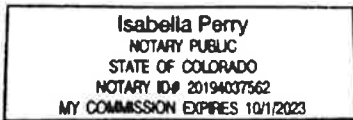
I witness whereof I have hereunto set my hand this 27th day of October A.D. 2022.



Subscribed and sworn to before me, a notary public in the County of Arapahoe, State of Colorado, this 27th day of October A.D. 2022.



Notary Public



NOTICE AS TO PROPOSED 2023
BUDGET HEARING
FOR THE HORIZON METROPOLITAN
DISTRICT NOS. 1 – 10

NOTICE IS HEREBY GIVEN that Proposed Budgets ("Proposed Budgets") have been submitted to the Boards of Directors of the HORIZON METROPOLITAN DISTRICT NOS. 1 – 10 for the ensuing year of 2023. Copies of such Proposed Budgets have been filed in the office of the District Manager at 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111, where same are open for public inspection. Such Proposed Budgets will be considered at a regular meeting of the HORIZON METROPOLITAN DISTRICT NOS. 1 – 10, to be held on Thursday, November 3, 2022 at 9:00 a.m. via MS Teams:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTZjMjNkNDAiZWYONC00OGRiLTk4MGItNjhmZjRhYWYxMDI%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d

Call-in #: 720-547-5281; Meeting ID: 595 281 671#

Any interested electors within the HORIZON METROPOLITAN DISTRICT NOS. 1 – 10 may inspect the Proposed Budgets and file or register any objections at any time prior to the final adoption of the 2023 budgets.

BY ORDER OF THE
BOARDS OF DIRECTORS:
HORIZON METROPOLITAN
DISTRICT NOS. 1 – 10

By: /s/ ICENOGLE SEAVER POGUE,
P.C.

Publication: October 27, 2022
Sentinel

EXHIBIT D
Audit Extension



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End *December 31, 2022* ONLY


Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	<u>Horizon Metropolitan District No. 1</u>
Name of Contact:	<u>CliftonLarsonAllen LLP</u>
Address:	<u>8390 E Crescent Pkwy Suite 300</u>
City/Zip Code	<u>Greenwood Village, CO 80111</u>
Phone Number:	<u>303-779-5710</u>
E-mail	<u>Terri.boroviak@claconnect.com</u>
Fiscal Year Ending (mm/dd/yyyy):	<u>12/31/2022</u>
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	<u>60 days Audit Due: September 30, 2023</u>

Comments (optional): _____

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature	
Printed Name:	<u>David Crowder, Jr.</u>
Title:	<u>Board President</u>
Date:	<u>7/25/2023</u>

Certificate Of Completion

Envelope Id: CAAC4192AB1C41BAAA5AAAEF4D89C403	Status: Completed
Subject: Complete with DocuSign: Horizon MD1 2022 Audit Extension.pdf	
Client Name: Horizon MD1	
Client Number: 011	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	CLA Operations
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Holly.Hayes@claconnect.com
	IP Address: 66.190.105.251

Record Tracking

Status: Original 7/25/2023 8:50:42 AM	Holder: CLA Operations Holly.Hayes@claconnect.com	Location: DocuSign
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Signer Events

David Crowder
david.crowder@lendlease.com
Authorized Person
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

57F34BD4ED90445...
Signature Adoption: Drawn on Device
Using IP Address: 104.129.199.9

Timestamp

Sent: 7/25/2023 8:51:34 AM
Viewed: 7/25/2023 9:06:18 AM
Signed: 7/25/2023 9:06:21 AM

Electronic Record and Signature Disclosure:
Accepted: 7/25/2023 9:06:18 AM
ID: 0cdd4aaf-7627-4852-a7e4-bcb99337e295

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Terri Boroviak
terri.boroviak@claconnect.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/25/2023 8:51:34 AM
Viewed: 7/25/2023 9:17:33 AM

Electronic Record and Signature Disclosure:
Accepted: 1/8/2023 11:25:58 AM
ID: 7e41fa60-c8f3-4674-bf46-992a244f8770

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/25/2023 8:51:34 AM
Certified Delivered	Security Checked	7/25/2023 9:06:18 AM
Signing Complete	Security Checked	7/25/2023 9:06:21 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	7/25/2023 9:06:21 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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