

Banning Lewis Ranch Metro District #5

PUBLIC NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

PUBLIC NOTICE is hereby given that a regular meeting of the Board of Directors of Banning Lewis Ranch Metro District #5 of the County of El Paso, State of Colorado, shall be held on Thursday, July 16, 2026 at 9:00am. The meeting will be held at The Barn, 9150 Braemore Heights Colorado Springs, CO 80927. At such meeting, the Board shall conduct the regular business of the District and other business which may come before the Board. All meetings shall be open to the public.

IN WITNESS WHEREOF, this notice is given and duly posted pursuant to statute this 10th day of July 2026.

BANNING LEWIS METROPOLITAN DISTRICT #5

By: /s/ Annemarie Nelson
District Manager

Banning Lewis Ranch Metropolitan District #5

Regular Board Meeting Agenda

Directors	Office	Term Expiration
Steve Langer	President	May 2027 (Elected)
Susan Greulich	Secretary	May 2027 (Appointed)
Joy Blum	Treasurer	May 2027 (Elected)
Gerald Cohen	Director	May 2027 (Appointed)
James Dries	Director	May 2027 (Appointed)

Meeting Date: Thursday July 16, 2026

Meeting Start Time: 9:00am

Meeting Location: The Barn, 9150 Braemore Heights Colorado Springs, CO 80927

Online video conference site <https://www.gotomeet.me/DistrictBoardMeetingRoom2> Members of the public may also participate via phone using the dial-in number (646) 749-3112 and access code #534-031-373).

- I. Roll Call**
- II. Call to Order/Declaration of quorum**
- III. Present disclosures of potential conflicts of interest**
- IV. Administrative Matters**
 - 1) Review and consider approval of agenda
 - 2) Review and consider meeting minutes from May 21, 2026 [**Exhibit 01**]
 - 3) Review and consider special meeting minutes from June 25, 2026 [**Exhibit 02**]
- V. Board Matters**
 - 1) Status update - Peak Polling and Altitude Law Engagement Letter
- VI. Public Comments (3 minutes per person)**
- VII. Legal Matters**
- VIII. Enforcement Matters**
 - 1) Status update on Community Feedback on proposed Community Guidance which includes updated parking rules [**Exhibit 03**]
 - 2) Review and consider updated Community Guidelines [**Exhibit 04**]
 - 3) Review and consider Enforcement and Collection Policy [**Exhibit 05**]
- IX. Club House (Retreat) Matters**
- X. Financial and Contractual Matters**
 - 1) Review and consider payment of claims [**Exhibit 06**]
- XI. Committee Matters**
 - 1) Status update – Sales Office Committee [**Exhibit 07**]
 - 2) Status update – Finance Committee [**Exhibit 08**]
 - 3) Status update – Facilities and Safety Committee [**Exhibit 09**]
 - 4) Status update – DRC Committee
- XII. Adjournment**

The next regular board meeting is scheduled for Thursday September 17, 2026 at 9:00am The Barn, 9150 Braemore Hight, Colorado Spring CO.

Exhibit 01

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO 5

Regular Board Meeting Minutes

Meeting Date: Thursday May 21, 2026

Meeting Time: 9:00am to 10:24am

Meeting Location: The Barn (9150 Braemore Heights Colorado Springs, CO 80927)

I. Roll Call (9:00am)

A regular meeting of the Board of Directors of the Banning Lewis Ranch Metro District No 5 (District) was called and held as shown above and in accordance with the statutes of the State of Colorado. The following directors were in attendance:

Directors	Office	Attendance
Steve Langer	President	Present
Susan Greulich	Secretary	Present
Joy Blum	Treasurer	Present
Gerald Cohen	Director	Present
James Dries	Director	Present

Also, in attendance was Charles Wolfersberger and Annemarie Nelson (District Managers) with Wolfersberger LLC; Colin Mielke with Seter Vander Wall & Mielke, PC (District General Counsel); and the following homeowners: 1) Mr. and Mrs. Miller; 2) Ms. Larson; 3) Mr. and Mrs. Jamison; 4) Ms. Mecca; 5) Mr. Colby; 6) Ms. Pennie; 7) Ms. Beteille; 8) Ms. O'Brien; 9) Mr. Miraflor; 10) Ms. Wiens, 11) Ms. Salvesen; 12) Mr. Hogan; 13) Ms. McGowan; 14) Ms. Pierson; 15) Ms. Rigdon; 16) Ms. Hill; 17) Ms. Hedaris; 18) Mr. Almasy; 19) Mr. and Mrs. Parrish; 20) Mr. Greulich; 21) Mr. Spain; 22) Mr. and Mrs. Zahrt; 23) Mr. Torrez; 24) Mr. Burger; and 25) Mr. Akerhielm.

II. Call to Order

The meeting was called to order by Director Langer. Director Langer noted that a quorum of the Board was present and the Directors confirmed their qualification to serve, the meeting notice was duly posted on the District's website and, therefore, called the regular meeting of the Board of Directors of the District to order.

III. Disclosure Matters

The District Manager reminded the Board that pursuant to Colorado law, certain disclosures by the Board members may be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which all Board members disclosed no conflicts of interest.

IV. Administrative Matters

- 1) Meeting Agenda: The Board reviewed the agenda as presented by the District Manager. Director Greulich moved to approve the agenda as presented. Director Dries seconded the motion and the Board voted 5-0 to approve the agenda.
- 2) Review and consider March 19, 2026 meeting minutes: The Board reviewed the draft of the minutes as drafted by Director Langer. Director Cohen motioned to approve the minutes as presented. Director Langer seconded the motion and the Board voted 5-0 to approve the motion.
- 3) Review and consider April 14, 2026 meeting minutes: The Board reviewed the draft of the minutes as drafted by Director Langer. Director Cohen motioned to approve the minutes as presented. Director Langer seconded the motion and the Board voted 5-0 to approve the motion.
- 4) Status update – Management transition: See Manager’s Matter Section of the Agenda under the Community Manager’s Report.

V. Director Matters – None

VI. Public Comments

Rollie Colby – Mr. Colby stated that posted in the Board documents is an excellent document showing the breakdown of how the \$288 fee is allocated. The problem is that this is dated December 2022 projecting for 2023 when we were two-thirds built out.

Now that we are 99% built out I would like to see an updated version of the \$288 fee allocation posted.

That \$288 fee allocations document format was so easy to read and understood; it would be nice to use a similar format to post quarterly the actual expenses compared to the allocated projection.

Ms. Larson responded that the review is a different report to put together and the individual who originally created the allocation document is no longer on the Finance Committee. The Finance Committee is working on documents to ensure that all residents are informed of the current and future finances of the community.

Ms. Salvesen wanted to address the irrigation system. Who repairs the system if any problems develop?

She requested new RFID sticker from CLA and has not received one yet.

Reported sidewalk on Torrisdale are crumbling.

Asked when the gates will be locked at Braemore.

Multiple people responded to her questions: Irrigation concerns need to be submitted to Landscaping Company. RFID stickers will be issued by CLA until June 1st. Sidewalk is currently not consider a safety hazard as it is only crumbling. Those items that are

considered safety concerns are being handled before esthetics. The Facilities Committee is working on details for the gates to be closed.

VII. Club House (Retreat Matters)

District Manager reported that Mr. Powle with BLRMD1 provided an April report provided to BLRMD1 from BlueStar. The report highlighted April events/activities, facility use data, and facility service orders/repairs.

VIII. Legal Matters

Mr. Mielke had no legal matters to present to the Board.

IX. Enforcement Matters

District Manager reported that Wolfersberger LLC will begin enforcement services on June 1st. Timberline has provided all the documentation needed for the transition. The DRC Committee is working on updating the Community Guidelines.

X. Manager Matters

- 1) Community Manager Report: District Manager presented the following report:

Banning Lewis Ranch Metro District #5

Manager Report

Information & Coordination

Management attended the Facilities Committee meeting to provide support, address operational needs, and maintain alignment across all parties. Management also attended the ARC Committee meeting to assist in updating the Community Guidelines. Additionally, the Parking Committee is working to update the community parking guidelines. Coordination among all involved parties remains ongoing to support transparency and effective communication.

Operational Transition

The interim agreement has been signed, and CLA has provided Wolfersberger LLC with all necessary documentation. Timberline has also provided all documentation required for Wolfersberger LLC to begin providing enforcement services effective June 1st. Any matters pertaining to physical assets will continue to be handled by MD1 and CLA at this time. The transition process continues to move forward behind the scenes to support continuity of operations and services.

Technology & Communications

The new community website has been completed. Information regarding the website and the new payment process will be provided at the upcoming meeting next week to assist homeowners with the transition and answer any questions.

Next Steps

- Continue oversight of the operational transition to ensure continuity of services.
- Finalize updates to the Community Guidelines.
- Provide additional updates to the Board as timelines and implementation details are finalized.

XI. Committee Matters

- 1) Status update – Sales Office Committee: Director Greulich reported the Committee has obtained bids from multiple architects. At their next meeting they will review the bids and recommendations.
- 2) Status update – Finance Committee: The Committee presented the following information:

Budget Review, Forecasting and Planning for our Financial Future

The Finance Committee is currently engaged in planning the financial future for the Retreat as an autonomous metro district. As part of this planning, the following processes are being implemented.

1. Analyzing our revenue stream as a fully built-out community
2. Reviewing current vendor costs, planning meetings with vendors to discuss 2027 contracts and exploring options to maintain services and achieve costs containment.
3. Reviewing and prioritizing special project spending for 2026 and 2027.
4. Reviewing and analyzing future reserve fund requirements and required expenditures to maintain Retreat facilities, sidewalks and streets in good working order.

A built-out flat revenue stream, cost containment and reserve funding requirements will most likely result in a fee increase in 2027 in the range of 2 to 4 percent (this would be \$6 - \$10 per month increase) to the current \$288 per month fee.

This increase is not related to becoming autonomous, it would happen if we continued being under MD1. In fact, we will be in a significantly better financial position in 2027 because we will be a single district and are actively discussing ways to implement cost control and containment.

We will continue working on our 2027 budget as we continue the settlement agreement with MD1, meet with our vendors to determine our needs and 2027 costs, and improve our reserve planning process. Budget preparation, review and approval will take place in September and October of this year. We can then plan for subsequent years.

We plan on communicating with residents (e.g., community meeting, poll) to discuss potential fee increases, reasons for those increases and options.

Finance Committee Operations Projection Summary - May 2026					
(All numbers in \$000s)					
	2026 Budget	Change	2026 Projected	Change	2027 Projected
Total Revenues	2,501	8	2,509	86	2,595
General and Administrative	366	64	430	(149)	281
Operations and Maintenance	1,063	121	1,184	9	1,193
Lifestyle Experience	484	11	495	-	495
Barn and Pool	232	13	245	5	250
Reserves and Special Projects	250	(71)	180	(8)	171
Total Expenses	2,395	139	2,534	(144)	2,390
Change in Fund Balance	106		(25)		205
Portion of Expenses Paid by Wolfersberger	None		10%		All

Capital, Reserve, and Special Projects Tracking - Budget Year 2026									
As of 11 May 2026									
Short Title	Submitted by	Description (per Submission)	Facilities and/or Finance Committee Analysis	Est Cost	Priority	Category	Rec	App	
Recommended 2026 Capital, Reserve, and Special Projects									
Dog Park	Facilities Committee	Currently a Facilities Committee project to replace and improve the Dog Park. Estimated cost: \$50-200K. Period cost: No significant change.	This project is necessary because of design issues resulting in severe erosion. Much of the price variance is due to the amount and type of turf. The reserve study includes dog park repairs but most are years in the future.	\$ 60 K Res		Safety Remediation	Yes		
Pool Rebuild and Repair	Facilities Committee	Currently a Facilities Committee Project. Per Jeff Powells, Oakwood is in discussion as to how much they will contribute. Estimated cost: \$117 K total cost.	Oakwood is not willing to fully fund the repairs - recognizing the use we have received to date. The reserve study includes pool repairs but most are years in the future. The estimate for our share is very rough and can easily be different.	\$ 25 K Res		Remediation	Yes		
Railing for Steps	Various	Add a railing along the steps from the south side of the Barn to the parking lot/dumpster. Walkway steps are sloped and have a turn. Cost variance is due to finish (lower cost requires regular repainting). Estimated cost: \$6-22K. Period Cost: \$	Residents requested this be considered. J. Larson has quote and pictures. The recommended cost will reduce ongoing maintenance (i.e., painting).	\$ 22 K SP		Safety	Yes		
Sales Office Remodel	Reserve Study	Ad hoc committee is developing options, presented those options to the Board at their Mar meeting, and are looking for an architect to review options. This project should include access for the north and west sides of the Barn (along with access for the converted sales office).	This is a 2026 reserve study item so money remains in the Reserve Fund until spent or determined not to be needed. The last we heard is that Oakwood may vacate the sales office as early as 2026 Q3 - finance recommends allocating \$10 K for 2026 and has allocated \$115 K for 2027.	\$ 125 K Res (split 2026 / 2027)		Enhancement	Yes		
Signs	Facilities Committee	Currently a Facilities Committee project to replace and improve safety around the Retreat. Estimated cost: \$1.2K	Additional signage is proposed for the Braemore exit (traffic warning), pedestrian gates (make sure gates are closed), and speed limit (20 MPH within gates, attached to gates). Bid	\$5 K SP		Safety	Yes		

Capital, Reserve, and Special Projects Tracking - Budget Year 2026									
As of 11 May 2026									
Short Title	Submitted by	Description (per Submission)	Facilities and/or Finance Committee Analysis	Est Cost	Priority	Category	Rec	App	
Recommended 2026 (and ongoing) Budget									
BB Email Service Funding	Rolie Colby	Fund the BB Website broadcast email service. Estimated Cost: \$500. Period Cost: Minor increase as we approach build-out.	Recommend that this be recognized in the budget as an website expense rather than a special project. 2026 is paid for. Our recommendation is \$1 K annually reflecting higher email address and other expenses, starting Jan 2027.	\$ 1 K Budget			Yes		
Pest Control (Pigeons) for Barn	Facilities Committee	Currently a Facilities Committee project to reduce pigeon infestation.	Facilities has approved a bid from Delf Pest Control to address pigeons congregating and nesting around the Barn. Initial cost is \$3,500 plus \$220 every other month for maintenance (+\$200 for the first treatment).	\$4.4 K Budget \$1.4 K Ongoing			Yes		
Street Crack Filling and Repair	Facilities Committee Reserve Study	The streets are in serious need of crack filling after having been ignored since installed. There is about \$40 K for this included in Special Projects in the previously adopted 2026 budget. We have one estimate that came in at \$131 K.	The reserve study has \$170 K for "Asphalt - Surface Application (Streets) in 2025 - that was not spent - and every four years thereafter. Facilities has recommended not seal coating, but going forward with crack filling and repairs. For 2026, the Finance projection has \$60 K allocated to the budget and the balance allocated to reserves. Going forward, a \$40-\$50K annual budget item may be a better approach than a large outlay every four years. In addition, the Finance Committee strongly recommends that a plan be established to manage street, paver, and sidewalk maintenance.	\$131 K Res & Budget \$40-50 K Ongoing			Yes		
Commercial Printer	J. Larson	MD 5 Board members and committees are using their personal resources to provide handouts to the community. Options include purchasing a renewed commercial printer, leasing a printer or credit card for commercial access is required. Renewed commercial printer is about \$3,400 plus supplies. Leasing is about \$600/month with a multi-year contract. Color copies are around \$80 each copy. Estimated cost: \$3 K (printer). Annual Cost: \$2 K (supplies).	A printer suitable for small business may be a better match for our needs. We need a good estimate for initial and periodic costs. The expected life expectancy of the printer is three years.	\$ 5 K Budget		Development	Yes		

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Page 5 of 7

1. First Aid Kits

A handyman has been hired and is expected to come onboard Tuesday, 5/26. Once available, first aid kits will be mounted near the kitchen and at the pickleball courts. The Facilities Committee has prepared a full list of work items for him. Additional information about the handyman will be shared so residents can recognize him while he is working in the community.

2. Stop Signs and Speed Limit Signs

The Facilities Committee is reviewing the possible addition of stop signs and speed limit signs at Retreat streets and intersections where they may be warranted. Concerns were raised regarding vehicles, including commercial vehicles and residents, exceeding the posted 25 MPH speed limit, particularly near the Braemore entrance. A review with MD1 is scheduled, and additional details will be provided by the committee in the near future.

3. Braemore Exit Traffic Concerns

Many residents have expressed concerns about visibility and safety when exiting the community at the main/Braemore gate, particularly due to vehicles approaching quickly around the curve to the south. A near-term solution being considered is the installation of a warning sign to alert exiting drivers to watch for oncoming traffic. Colorado Springs Roads Department has indicated they do not plan to participate further at this time.

Residents are encouraged to submit comments, ideas, and feedback regarding these items to Director Jim Dries through the BB Website suggestion box.

Facility and Safety Committee Update Metro District 5 Board Meeting May 21, 2026

A. MOST PROMINENT ITEMS IN PROGRESS

- SWIM POOL WILL BE OPEN ON MEMORIAL DAY
- PEST CONTROL & CLEANUP(PIGEONS) BEGUN THIS WEEK
- DOG PARK RENOVATIONS TO BEGIN VERY SOON
- STREET REPAIRS (ASPHALT) TO BEGIN SOON

B. ITEMS SLATED FOR ACTION FUNDS PENDING

- REMOVE & INSTALL NEW FLAGS
- STOP SIGNS NEEDED IN SEVERAL LOCATIONS
- INSTALL SPEED SIGNS(19 MPH) AT FOUR ENTRANCE GATES
- INSTALL HAND RAILS & BLACK STAIR STRIPES
- UPDATE PEDESTRAIN SIGNS AND LOCKS
- AUTOMATIC DOOR OPENERS FOR WHEELCHAIRS & WALKERS
- HANDIMAN PROJECTS ARE MANY

XII. Adjournment (10:24am)

There being no further business to come before the Board, and upon motion duly made by Director Langer and unanimously carried, the meeting was adjourned. The next regularly scheduled board meeting will be held at 9:00am on Thursday July 16, 2026 at The Barn (9150 Braemore Heights Colorado Springs, CO 80927)

Secretary

Date

Exhibit 02

BANNING LEWIS RANCH METROPOLITAN DISTRICT NO 5

Special Board Meeting Minutes

Meeting Date: Thursday June 25, 2026

Meeting Time: 9:06am to 10:46am

Meeting Location: The Barn (9150 Braemore Heights Colorado Springs, CO 80927); Online video conference site <https://www.gotomeet.me/DistrictBoardMeetingRoom2> Members of the public may also participate via phone using the dial-in number (646) 749-3112 and access code #534-031-373).

I. Roll Call (9:06am)

A special meeting of the Board of Directors of the Banning Lewis Ranch Metro District No 5 (District) was called and held as shown above and in accordance with the statutes of the State of Colorado. The following directors were in attendance:

Directors	Office	Attendance
Steve Langer	President	Present
Susan Greulich	Secretary	Present
Joy Blum	Treasurer	Present
Gerald Cohen	Director	Absent (excused)
James Dries	Director	Present

Also, in attendance was Annemarie Nelson (District Managers) with Wolfersberger LLC; and over 100 homeowners (65 online and 40 in person).

II. Call to Order

The meeting was called to order by Director Langer. Director Langer noted that a quorum of the Board was present and the Directors confirmed their qualification to serve, the meeting notice was duly posted on the District's website and, therefore, called the regular meeting of the Board of Directors of the District to order.

III. Disclosure Matters

The District Manager reminded the Board that pursuant to Colorado law, certain disclosures by the Board members may be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which all Board members disclosed no conflicts of interest.

IV. Administrative Matters

- 1) Meeting Agenda: The Board reviewed the agenda as presented by the District Manager. Director Langer moved to approve the agenda as presented. Director Dries seconded the motion and the Board voted 4-0 to approve the agenda.

- 2) Review and consider approval of Peak Surveys bid: The Board reviewed the bid provided by Director Langer. Director Langer motioned to approve the bid as presented providing no major changes or concerns provided by the community by July 2nd. Director Dries seconded motion and the Board voted 4-0 to approve the motion.

V. Director Matters

Director Langer read the following statement:

"We have published 14 Newsletters and have held numerous public events covering our move toward independence. We are available anytime, respond to emails, and publish the questions and answers posed to us so everyone can benefit. Late May a resident posted on Facebook that Steve Langer (MD5 Board President) was holding secret meetings on the future lifestyle services, and this resident expressed concerns about volunteering, and the unfairness that an outcome of the secret meeting will be that volunteering will be mandatory. This is misinformation. So if you'll bear with me, I feel addressing this posting affords another opportunity to communicate and clarify the strategy to build a strong resident governed future at the Retreat, and call out misinformation that may be detrimental to our community's success. I will highlight what was stated in the Facebook posting and reply. Importantly, I am doing this as Board president, the posting was directed at me, so the response is just from me as Board president.

Resident Statement: Steve Langer president of md5, has been holding secret meetings in the barn with residents who would like to get rid of BlueStar to save the cost and changing it to having it run by the residents ie activities parties events and social gatherings.

President's Response: The meeting being referred to was a resident led meeting, with the objective to explore improvement of Lifestyle Services and to discuss transitions to independence from MD1. Constructive input, respectful dialogue, and communication strengthen the community. I encourage open discussion, thoughtful brainstorming, and respectful sharing of ideas from all residents. Residents who are interested in helping study new ideas on ANYTHING, especially matters related to our independence from MD1, are encouraged to contact a Board member and we can try to line you up with other residents with similar interests. On Volunteering, that has been part of the social connectivity that makes the Retreat great. However, there are no plans for residents to be in charge of all events and activities for the Retreat residents. Professionals, contractors, and other outside vendors will continue to provide these services at the Retreat. Volunteering will never be mandatory.

Regarding BlueStar specifically, I along with the Finance and the RFP Selection Committees and MD1 President, are meeting with BlueStar on June 29th to do a 6 month review to discuss what has worked, opportunities to improve and maintain the level of Lifestyle services expected by Retreat residents. No decisions have been made, no contract talks have taken place, regarding BlueStar after we are independent. BlueStar management requested we work through MD1 this year on questions and issues, so this will be the first time since January that we've connected directly with BlueStar management. June 29th. We are looking forward to it.

Resident Statement: It would mean that we the residents would handle planning, set up, decorating, clean up and researching ideas etc. I know that I bought into this retreat because we liked these services and creative ideas. Personally I love to set up activities and clubs for us all to join in but I don't want to have to do all the work for lifestyles as many of us do. I am also concerned about creating more conflicts among residents with decisions and choices in regards to these events ie where, when, costs, food, decorating, ideas and so forth. I am retired and don't want to do clean up work either. We have quite a few clubs that the residents are leading for our enjoyment. More than most lifestyle venues- we are a very giving community with our time already. I don't believe that this is fair to us as residents, and I don't believe the savings outway the benefits in the retreat. how it might affect price values. I think that is part of the draw to our community.

President's Response: Restating, there are no plans for residents to be in charge of all events and activities for the Retreat residents, but we do encourage volunteerism, let there not be any question about that.

Regarding costs and resident engagement, responsible governance means considering costs and benefits, and welcoming discussions on alternative operating models which may best serve the community in the future. We are lucky we have residents who care and they can share their ideas with the community. The board can consider and may vote on these ideas. Decisions will be made on what is best for the community, meets the needs and desires of the residents of this community, and which meet the board's fiduciary responsibilities. Decisions have and will not be based on any one resident's assumption about what "everyone" wants or considers to be valuable to the community.

Resident Statement: If you agree please email Steve Langer at sbl0711@gmail.com with your opinions concerns about these changes. I hope with volume of residents who feel the same we will be heard and matter.

President's response: I, and my fellow Board members, board and other committee members, are working hard to preserve friendships, trust and community. Misinformation may create governing dysfunction, eroded trust in the community and decision making, and inhibit community progress. I outlined in a special newsletter what sources you can rely on for accurate board considerations, actions, proposals, decisions.

If you have ANY concerns with me, or the Board and board committees, you know how to reach me or do reach out to Annemarie, our community manager with Wolfersberger, and I believe you know how to reach her as well.

Steve Langer, MD5 Board President"

Director Dries provide an updated-on facilities items:

- All gates are proposed to be closed by August 1st. Logistics are being finalized at this time. More information will be provided at the next meeting.
- Pigeon mitigation has been completed at the Barn.
- Concerns have been raised regarding storage of extra tables and chairs in the gym area. The Facilities Committee is working on alternative arrangements for the storage. More information will be provided at the next meeting.
- Dead trees will be replaced in the next few weeks.
- Street cracks maintenance will begin July 23rd. Once a scheduled has been received by the contractor, the information will be sent out to the community.

VI. Public Comments

Mr. Bill expressed concern regarding compliance concerns regarding his neighbor.

Ms. Jay noted her approval of the survey bid.

Mr. Rich requested to be added to the list for future surveys and expressed his option on the gym and the gates.

Ms. Joyce expressed concerns regarding bird feeders in the community.

Mr. John expressed concern regarding the pool.

VII. Legal Matters

1) Review and consider engagement letter with Altitude Law for enforcement and collection: The Board reviewed the engagement provided by District Manager. Director Langer motioned to approve the engagement letter on a non-retainer basis providing no major changes or concerns provided by the community by July 2nd. Director Blum seconded motion and the Board voted 4-0 to approve the motion.

VIII. Enforcement Matters

1) Review and consider Enforcement and Collection Policy: District Manager presented the updated Enforcement and Collection Policy for the Board to review and discuss. The Board agreed to send out the policies to the community to review and provide feedback. The decision will be tabled until the next meeting.

2) Review and consider updated Community Guidelines: District Manager presented the updated community guidelines prepared by the DRC Committee and Parking Committee. Mr. Hill presented information on the parking section of the community guidelines. The Board agreed to send out the proposed community guidelines to the community to review and provide feedback. The decision will be tabled until the next meeting.

IX. Committee Matters

1) Status update – Sales Office Committee: Director Greulich reported the Committee has recommended an architect to the Board for approval. This discussion will be tabled until the next meeting.

X. Adjournment (10:46am)

There being no further business to come before the Board, and upon motion duly made by Director Langer and unanimously carried, the meeting was adjourned. The next regularly scheduled board meeting will be held at 9:00am on Thursday July 16, 2026 at The Barn (9150 Braemore Heights Colorado Springs, CO 80927)

Secretary

Date

Exhibit 03

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Exhibit 04

COMMUNITY GUIDELINES AND STANDARDS FOR Banning Lewis Metropolitan District No 5



Effective as of xxx xx, 2026

Community Guidelines and Standards

Table of Contents

1. INTRODUCTION.	3
2. SPECIFIC TYPES OF IMPROVEMENTS/COMMUNITY GUIDELINES.	6
3. PROCEDURES FOR COMMITTEE APPROVAL.	300
EXHIBIT A – Accessory Dwelling Units (ADU)	Error! Bookmark not defined. 3

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

1. INTRODUCTION.

1.1. DEFINITIONS. Except as provided in these Community Guidelines capitalized terms have the meaning as defined in the Declaration. The following words, when used in these Community Guidelines, shall have the meaning hereinafter specified:

- 1.1.1. "Accessory Building" means any enclosed or partially enclosed (e.g. Gazebo) structure other than a Storage Shed (as defined in Section 2.87), Play Structure (as defined in Section 2.63) or Deck (as defined in Section 2.24).
- 1.1.2. "Board" means the Board of Directors of the District.
- 1.1.3. "City" means the City of Colorado Springs, Colorado.
- 1.1.4. "Common Area" means all Property owned and/ or maintained by the District including, right-of-way landscaping south side of Dublin Blvd and west side of Vista del Tierra. Banning Lewis Ranch PUD Subdivision plat map (and all subsequent revisions and amendments thereto) filed with the El Paso County Clerk & Recorder's Office.
- 1.1.5. "County" means El Paso County, Colorado.
- 1.1.6. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Banning Lewis Ranch recorded March 05, 2007, as Reception No. 207030103, in the office of the Clerk and Recorder of the County, as amended and supplemented from time to time.
- 1.1.7. "Community Guidelines" means these Community Guidelines and Standards, as such may be amended from time to time by the Committee with the advice of the Board.
- 1.1.8. "Design Review Request Form" means the form provided by the District's management company for use in submitting requests for approval of Proposed Improvements to the Committee.
- 1.1.9. "Design Review Committee" or "Committee" means the committee appointed by the Board to review and approve or disapprove requests for architectural approval, as more fully provided in the Declaration.
- 1.1.10. "District" means the Banning Lewis Ranch Metropolitan District No. 5.
- 1.1.11. "Established Drainage Pattern" means the drainage pattern that exists at the time the overall final grading of any property is completed and shall include any changes to the established drainage patterns shown on any plans approved by the Design Review Committee.
- 1.1.12. "Final Development Plan" means the Final Development Plans for the Banning Lewis Ranch aka The Retreat Subdivision, as approved by and on file with the City.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

- 1.1.13. "Final Plat" means the Banning Lewis Ranch aka The Retreat Subdivision plat map, recorded in the office of the Clerk and Recorder of the County, as amended and supplemented from time to time.
- 1.1.14. "Front Yard" means all areas of a Lot between the street and the front or side of the house visible from the street(s) adjacent to the Lot.
- 1.1.15. "Home" means a residence that has been built, or is to be built, on a Lot that is in the Planned Community.
- 1.1.16. "Owner" means any person who owns a Lot but does not include a person having an interest in a Lot solely as security for an obligation.
- 1.1.17. "Lot" means each platted lot shown upon the Final Plat and any other recorded subdivision map of the real property in the Planned Community, or any other real property as may hereafter be brought within the jurisdiction of the District, and on which a Home is located.
- 1.1.18. "Planned Community" means the real estate which is described in the Declaration and all other real property which is made subject to the terms and provisions of the Declaration.
- 1.1.19. "Proposed Improvement" means any Improvement that has not yet been constructed, installed, or erected and includes demolition or removal of any building, or other structure and also includes any change of the exterior appearance of a Home or other Existing Improvement.

1.2. COMMUNITY GUIDELINES FOR THE DESIGN REVIEW COMMITTEE. The Declaration requires prior approval by the Committee or its designated representative before any Improvement is constructed, erected, placed, or altered. These Community Guidelines apply to residential property in the Planned Community and establish certain acceptable designs for different types of Improvements. These Community Guidelines are intended to assist the Owners in determining the standards and expectations established by the Committee. Prior to installation or commencement of construction, all Proposed Improvements (except those constructed in accordance with the pre-approved standards set forth herein) must be submitted to the Committee for review and approval.

1.3. CONTENT OF COMMUNITY GUIDELINES. In addition to the introductory material, these Community Guidelines contain:

- 1.3.1. A list of specific types of Proposed Improvements which Owners might wish to make, with specific information as to each of these types of Proposed Improvements;
- 1.3.2. A summary of procedures for obtaining approval from the Committee; and

1.4. EFFECT OF THE DECLARATION, FINAL DEVELOPMENT PLAN AND FINAL PLAT. THE PLANNED COMMUNITY AND ALL EXISTING IMPROVEMENTS AND PROPOSED IMPROVEMENTS THEREIN ARE SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE DECLARATION, THE FINAL DEVELOPMENT PLAN AND THE FINAL PLAT. THESE COMMUNITY GUIDELINES ARE FOR

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

CLARIFICATION AND IMPLEMENTATION OF THE TERMS AND PROVISIONS OF THE FOREGOING DOCUMENTS AND SHALL NOT SUPERSEDE THE TERMS AND PROVISIONS OF ANY OF SUCH DOCUMENTS.

1.5. EFFECT OF OTHER GOVERNMENTAL REGULATIONS. Use of any property in the Planned Community and any Existing Improvements and Proposed Improvements must comply with applicable building codes and other governmental requirements and/or regulations. Approval and permits from the City should be obtained when required. Approval by the Committee will not constitute assurance that Existing Improvements or Proposed Improvements comply with applicable governmental requirements and regulations, or that a permit or approvals are not also required from applicable governmental bodies. For information about the City's requirements, Owners should write or call the City's Building and Inspection Department.

1.6. INTERFERENCE WITH UTILITIES. In making Proposed Improvements, Owners are responsible for locating all water, sewer, gas, electric, telephone, cable television, irrigation lines, and other utility lines and easements. Owners should not make any Proposed Improvements over any such easements without the consent of the utility involved, and Owners will be responsible for any damage to utility lines.

1.7. GOAL OF COMMUNITY GUIDELINES. Compliance with these Community Guidelines and the terms and provisions of the Declaration, the Final Development Plan and the Final Plat will help preserve the inherent architectural and aesthetic quality of the Planned Community. It is important that the Proposed Improvements be made in harmony with and not detrimental to the rest of the Planned Community. A spirit of cooperation with the Committee and neighbors will go far in creating an optimum environment which will benefit the Owners. By following these Community Guidelines and obtaining approvals for Proposed Improvements from the Committee, Owners will be protecting their financial investment and will help to promote Proposed Improvements that are compatible with the other Homes and property within the Planned Community.

1.8. INTERPRETATION OF THE COMMUNITY GUIDELINES. The Committee is vested by the District with the authority to interpret these Community Guidelines.

1.9. ENFORCEMENT OF DECLARATION AND COMMUNITY GUIDELINES. The Committee shall have primary responsibility for the enforcement of the architectural requirements of the Declaration and these Community Guidelines. The Committee will investigate written complaints of Owners for violations of the architectural requirements of the Declaration or these Community Guidelines, if such complaints are dated and signed by the Owner making the complaint. If a violation is found, the Committee shall notify the Owner whose property is in violation, in writing, requesting that appropriate action be taken to achieve compliance. If such Owner does not bring his property into compliance with the Declaration and these Community Guidelines within sixty (60) days, or the time specified by the notice, the Committee will request that the violation be referred to the Board for enforcement action.

1.10. ADVISING OF NEIGHBORS. It is recommended that Owners advise neighbors prior to submitting forms for Proposed Improvements. The Committee may, in its sole discretion, request input from adjacent neighbors.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2. SPECIFIC TYPES OF IMPROVEMENTS/COMMUNITY GUIDELINES.

The following alphabetical list covers a wide variety of specific types of Proposed Improvements which Owners typically consider installing. Pertinent information is given as to each. UNLESS OTHERWISE SPECIFICALLY STATED, DRAWINGS OR PLANS FOR A PROPOSED IMPROVEMENT SHALL BE SUBMITTED TO THE COMMITTEE, AND THE WRITTEN APPROVAL OF THE COMMITTEE SHALL BE OBTAINED BEFORE THE PROPOSED IMPROVEMENT IS MADE. In some cases, as specifically noted in these Community Guidelines, an Owner may proceed with the specified Proposed Improvement without advance approval by the Committee, if the Proposed Improvement is constructed, installed and located in accordance with the stated guidelines for such Proposed Improvement. Proposed Improvements that are not specifically addressed in these Community Guidelines will require Committee approval. The architectural style of a Proposed Improvement shall be consistent with the style and character of the Home and other residences built in the same general area of the Planned Community. The Committee in its sole discretion shall determine such consistency.

2.1. ADDITIONS AND EXPANSIONS. Committee approval is required. Owners must use a Design Review Request Form when submitting a request for an addition or expansion. Additions or expansions to the Home will require submission of detailed plans and specifications, including description of materials to be used and plan and elevation drawings showing dimensions, setbacks/roof slopes, etc. Additions and expansions must be of the same architectural style and color as that of the Home. ALL WORK IS SUBJECT TO OBTAINING THE REQUIRED PERMITS FROM THE CITY.

2.2. ADDRESS NUMBERS. Address labels shall be displayed in a location easily visible from the roadway, e.g. on the trim board above the garage door. All house number(s) replacing the original number(s) do not need Committee approval as long as they do not exceed six (6) inches in height and the entire area of the sign shall not exceed 1 square foot. Acceptable materials shall include, but are not limited to: wood, ceramic tile, and metal. Address labels shall be maintained in good repair (e.g. no missing or damaged numbers). Does not apply to Bungalow section of The Retreat.

2.3. ADVERTISEMENTS. See Signs.

2.4. AIR CONDITIONING EQUIPMENT. Committee approval is required. It is recommended that air conditioning equipment (excluding swamp coolers) must be adjacent to the builder installed condensing unit and out of view. The foregoing should be installed in such a way that any noise to adjacent Homes is minimized. Installation of air conditioning equipment (including swamp coolers) on the roof, in windows or, in the exterior walls of a Home will be handled on a case by case basis.

2.5. ANIMALS. Owners must comply with Declaration section 7.6 Pets for the District and City Ordinances whichever is more restrictive. All dogs shall be kept on a leash and in control of the Homeowner, when not on the Homeowner's fenced yard. Each pet owner shall clean up all waste deposited by their animals upon BLRMD Property, sidewalks, property of other Homeowners, and their own property. Excessive dog barking or other animal noise may be deemed a nuisance.

2.6. ARTIFICIAL TURF. Committee approval is required.

2.7. AWNINGS. See Overhangs/Awnings - Cloth or Canvas.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.8. BALCONIES. See Decks.

2.9. BASKETBALL BACKBOARDS. Permanent and/or Temporary (i.e., portable and not attached to the Home or otherwise affixed to the Lot such that it is easily removable) basketball backboards are not permitted.

2.10 BEEHIVES. Not permitted.

2.11. BIRDBATHS. Committee approval is not required if birdbaths do not exceed three (3) feet in height or width (including any pedestal) if placed in the front and rear yard area of a Lot. Installation of any birdbaths in the front yard areas of a Lot or birdbaths that exceed the dimensions stated herein requires Committee approval.

2.12. BIRDHOUSES AND BIRD FEEDERS. Bird feeders are not permitted. Hummingbird feeders are allowed without Committee approval. Committee approval is not required of birdhouses which do not exceed 1' x 2' and are aesthetically compatible with the exterior of the Home. Any birdhouse must be installed within six (6) feet of the ground level of the Lot.

2.13. BOATS. See Vehicles.

2.14. BUG ZAPPERS. Committee approval of bug zappers is not required unless (1) the charged area of the zapper is greater than four square feet or (2) such bug zapper is placed outside the front porch or backyard porch/deck area. (3) light must be turned off at night.

2.15. BUILDING HEIGHT CHANGES. Requires Committee review and approval and must comply with applicable building codes and zoning regulations established by the City.

2.16. CABLE TV WIRING/EXTERNAL WIRING. Cable lines or other external wiring running from the cable box to the Home shall be properly buried. Cable lines running on the exterior of the Home shall be installed in a manner so as not to be easily visible from the street or neighboring properties. Cable lines running horizontally across the Home exterior must run parallel with all siding and trim boards, and when possible, such lines must run underneath roof eaves. Cable lines running vertically along the House exterior must be installed in a manner that minimizes the visibility of cable lines running horizontally along the House exterior. Cable lines shall not be installed diagonally across any surface area of the House exterior. All cable lines must be painted to match the existing color(s) of the Home. See also "Satellite Dishes".

2.17. CAMPERS. See Vehicles.

2.18. CARPORTS. Not permitted.

2.19. CIRCULAR DRIVES. Not Permitted.

2.20 CHICKENS. Not permitted.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.21. CLOTHESLINES AND HANGERS. Not permitted.

2.22. CLOTH OR CANVAS OVERHANGS. See Overhangs/Awnings - Cloth or Canvas.

2.23. COMPOSTING. Committee approval is required. Composting containers must not be immediately visible to adjacent properties and must not emit any offensive odors. Underground composting is not permitted.

2.24. CORNER VISIBILITY. Compliance with the City's intersection sight distance criteria required.

2.25. DECKS. Committee approval is required. Unless otherwise approved by the Committee, decks must be constructed of wood or wood composite materials and, if painted, must be painted to match the color scheme of the Home, and if sealed or stained, must be stained or sealed with a stain or sealant which is either clear or a natural wood color. Decks must be installed as an integral part of the Home and patio area. Construction of decks over easement areas is not permitted. Design, dimensions, materials to be used and location must be submitted on drawings.

- 2.25.1 Maintenance: Decks shall be maintained in good condition and free from significant damage and visible wear and tear (e.g. dents, chipped or peeling paint, faded paint, stains, missing or warped wood, etc.).

2.26. DOG HOUSES/RUNS. Pet enclosures, including dog runs and similar structures, must be submitted to the Design Review Committee (DRC) for review and approval prior to installation on any Residential Site. Any DRC submission for a dog run must include written approval letters from all neighboring property owners whose lots may be affected by the proposed installation. Standard-type dog houses are permitted without DRC approval provided they do not exceed four (4) feet in height and are designed to complement the architectural style and color palette of the residence. Pet enclosures shall not exceed the height of adjacent fencing, specifically a maximum of four (4) feet when located adjacent to cross-buck fencing or six (6) feet when adjacent to approved perimeter fencing. Chain link, lattice, chicken wire, hog wire, or similar materials are prohibited for use in pet enclosures. Welded wire mesh fencing may be attached to existing cross-buck fencing solely for the purpose of enclosing small pets, provided the fencing material consists of 14-gauge galvanized welded wire fencing with 2-inch by 4-inch openings. Such wire fencing shall not extend above the top horizontal rail of the cross-buck fence and must be securely attached to the fence rails with coated fasteners placed no more than twelve (12) inches on center to prevent rust and staining of cedar materials. All wire fencing installations must be placed on the homeowner's yard side, meaning the interior side, of the existing cross-buck fence.

2.27. DOORS. Committee approval is not required for the replacement or repainting of the originally installed exterior door(s) to a Home if the material and color are the same as the material and color of originally installed doors. Any changes to an exterior door's color or style requires Committee approval. Door colors must comply with the accent colors provided in the Committee-approved paint book.

- 2.27.1 Storm Doors: Committee approval is not required for installation of white, black or the body or trim color of the Home are all acceptable colors for storm doors. Owners wishing to utilize a different color must first obtain approval from the Committee.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

- 2.27.2 Security Doors: All security doors and window guards/bars must be approved by the Committee prior to installation.
- 2.27.3 Garage Doors: Garage doors must be painted the same body or trim color (either trim color if two trim colors are used) of the house. The garage door style must be a roll-up style garage door with a minimum of four rows. Garage doors may (but are not required to) include windows on the top panel. Garage door windows shall not be painted but may be frosted.
- 2.27.4 Door Maintenance: All exterior doors and door frames shall be maintained in good condition and free from significant damage and visible wear and tear (e.g. dents, chipped or peeling paint, faded paint, stains, broken glass, missing window panes, missing or broken door handles, etc.).

2.28. DRAINAGE.

- 2.28.1. Maintenance of Drainage.** Each Lot Owner shall maintain the grading upon their Lot at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes, so as to maintain the established drainage. Each Lot Owner agrees, for themselves and their successors and assigns, that they will not in any way interfere with the Established Drainage Pattern over any real property which they have a duty to maintain, from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Lot which a Lot Owner has a duty to maintain, then the party responsible for the maintenance of such real property shall submit a Design Review Request Form to the Committee for its review and approval.
- 2.28.2. Recommendations for Landscaping Around Foundations and Slabs.** It is recommended that Owners, in landscaping their Lot, avoid planting flower beds (especially annuals), vegetable gardens or other landscaping which requires regular watering, within five (5) feet of the foundation of such Owner's Home or any slab on the lot. If evergreen shrubbery is located within five (5) feet of the foundation or any slab, then the Owner of the Lot should water such shrubbery by "controlled hand-watering," and should avoid excessive watering.

2.29. DRIVEWAYS. Modifications to the original driveway require Committee approval and must be aesthetically pleasing and in conformance with the overall look of the Planned Community. Modifications or additions to the original driveway may not result in more than 65% of the front portion of the lot being paved. The area between the driveway and the closest property line may not be used as a parking space. Asphalt, stamped or colored concrete, gravel, bricks and paver stones are not acceptable materials for driveways and driveway extensions. Repair or replacement of an existing driveway or sidewalk which is completed with materials identical to the existing driveway or sidewalk and which do not alter the original design of the same does not require Committee approval. Does not apply to shared Driveways/District Owned Driveways.

- 2.29.1. Driveway Maintenance. Driveways and driveway extensions should be maintained free from significant damage including but not limited to the following: cracked or crumbling concrete; broken, loose or missing paver stones/bricks used in driveway extensions; collapsed concrete pads due to ground settling or underground broken water pipes; surface flaking and scaling

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

due to freeze-thaw disintegration. Any graffiti on the driveway must be promptly removed by the Owner.

2.30. EVAPORATIVE COOLERS. See Air Conditioning Equipment

2.31. EXTERIOR LIGHTING. See Lights and Lighting.

2.32. EXTERIOR MATERIALS. The only acceptable exterior building materials are those which are of the same standard or higher than those used in the original construction of the Home, as well as brick, stone, or other harmonious materials utilized for accent or Home details as approved by the Committee.

2.33. FENCES.

2.33.1. General. Fences, walls, columns, entry monuments (individually and collectively "Fences") along or abutting Lot lines, public or private streets may not be removed, replaced, stained or painted a different color or altered, including adding a gate, without approval of the Committee. If any such Fences which are located upon an Owner's Lot are damaged or destroyed by Owner or Owner's agents, guests, or tenants, the Owner shall repair and recondition the same at the Owner's expense. Solid wood fencing that becomes discolored may be required to be stained the natural color of the wood. **No colored/tinted staining is allowed.**

2.33.2. Drainage. It is important to remember that certain drainage patterns may exist along or under Fence locations. When constructing a Fence, be sure to provide for a space between the bottom of the Fence and the ground elevation so as not to block these drainage patterns.

2.33.3. Design. No front yard fencing is allowed.

2.33.4. Double Fences (i.e. adjacent fence lines secured by separate posts). Not permitted.

2.33.5. Fences for Screening Located Within Lot Line. All types of fencing within a Lot area (i.e. fencing that is not situated along property boundaries) is prohibited with the following exceptions (which require Committee approval):

- a) Dog Runs: Any fencing related to dog runs is subject to section 2.26 of the Guidelines regarding dog runs.
- b) Temporary Fencing: Fencing that is temporary in nature (i.e. not permanently secured in the ground) and no taller than 4 feet may be installed for the purpose of keeping small pets in the backyard away from open rail fencing.
- c) Privacy Screening: Units may have a privacy screening installed to border the deck pad only; provided the deck pad privacy screening is included in the Unit's fence plan.

2.33.6. Gates. Committee approval is required before installing gates in any fence lines. Homeowner will be solely responsible for maintenance of gates installed in fence lines. If disrepair, sagging or stain issues develop the homeowner will be cited with a violation to immediately repair

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

the situation. During routine district fence maintenance (staining) any gates in disrepair violations will be issued. If repair does not occur in the allowed timeline on the violation the gate will be removed and replaced with original rails at the expense of the Homeowner.

2.33.7. Wire Fencing. Must be constructed in accordance with Section 2.26. All other types of wire, including plastic or metal chicken wire, hog wire, barbed wire, chain link, or strand wire, are strictly prohibited.

2.33.8. Maintenance Responsibility. All fence lines shall be maintained free from significant damage, warping and stains (including graffiti). Fence posts shall be properly anchored in the ground. Missing or damaged fence pickets and posts shall be promptly replaced. Land grading shall be adequately maintained and managed to ensure dirt and sand does not build up against the fence line (causing long-term warping and damage to the fence line). Owners that share property lines are responsible for determining the allocation of costs and maintenance of fence lines running along property lines.

2.34. FIRE PITS. Portable, lightweight commercially-available fire pit/chimney, located in the rear yard with a minimum of five (5) feet away from any property line does not require Committee approval. Committee approval is required for permanent, outdoor fire pits, fireplaces, or similar structures and Committee approval will be based on, but are not limited to material, design, size and proximity to neighboring properties.

2.35. FIREWOOD STORAGE. See Wood Storage.

2.36. FLAGS AND FLAGPOLES. No more than one installation of flags and flag poles shall be submitted to DRC for review and must meet the Federal Flag Code of P.L 94-344; 90 stat. 810; 4 U.S.C SECS 4-10.

2.36.1. Maintenance. The displayed flag shall be well maintained and free from visible wear and tear.

2.37. FLOWERBOXES/POTS. Committee approval is not required for conventional flowerboxes/pots (e.g. pots, urns, wine barrels) if they comply with these Guidelines. Flowerboxes/pots cannot be made of unconventional materials or items (e.g. boats, wheelbarrows, kitchenware, shoes, boots, car parts, appliances, toilets, sinks, tubs). Flowerboxes/pots taller than 3 feet requires Committee approval. More than 6 flowerpots visible from the street requires Committee approval.

2.37.1 Maintenance. Flowerboxes and pots shall be maintained free from significant damage including but not limited to broken or warped wood, cracked or broken pots, chipped or peeling paint. Additionally, flowerboxes and pots shall be maintained free from plant debris, dead plants and dead plant growth. Infectious or diseased plants shall be promptly treated or removed. Flowerboxes and pots that are empty or devoid of live plants shall be removed and stored away from sight (unless Committee approval received to incorporate empty flower pots in the overall landscape design).

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.38. GARAGE ADDITIONS. Committee approval is required for any extensions or additions to existing garages. Extensions of garages shall be no longer than the depth of the house (measured from the front door to the back door) and shall not be taller than the height of the existing garage. The roof and siding materials and color shall match the existing roof and siding materials and colors of the house.

2.39. GARBAGE CONTAINERS AND STORAGE AREAS. See Trash Containers.

2.40. GARDENS - FLOWER OR VEGETABLE. Committee approval is not required for backyard flower or vegetable gardens that do not exceed 100 square feet and do not alter the Existing Drainage in the backyard. Committee approval is required for vegetable gardens in the front yard. They must be in a raised planter bed and cannot extend further than 5 feet from the front of the house including porch. The vegetable garden should be covered in mulch if it is not in use (or partially covered if only a portion of the garden survives) and any and all dead plants and weeds should be removed from the garden area. All gardens must be properly maintained in an aesthetically pleasing manner.

2.41. GAZEBOS/PERGOLAS. Committee approval is required. Any DRC submission must include written notification letters from all neighboring property owners whose lots may be affected by the proposed installation. Any gazebo/pergola structure must be an integral part of the landscape plan and must not significantly impact any adjacent Owner's view. The structure must be constructed as a permanent improvement on a concrete foundation and designed with materials that are aesthetically compatible with the Home, painted, stained, sealed, or otherwise finished in the same manner as a deck, and either match the color of the Home or be complementary in nature. Gazebos and pergolas must be adequately anchored to the ground to prevent displacement from wind. Plant material must be used to soften the appearance of the structure, installed within 30 calendar days of completion, and continuously maintained thereafter. The Homeowner is responsible for obtaining any required permits.

2.42. GRADING AND GRADE CHANGES. See Drainage.

2.43. GREENHOUSES AND GREENHOUSE WINDOWS. Committee approval is required. Any DRC submission must include written notification letters from all neighboring property owners whose lots may be affected by the proposed installation. No greenhouse windows will be permitted on any Lot unless located on the rear of the Home and approved by the Committee. Generally, greenhouse windows will be discouraged due to the extensive maintenance required. Approvals of any greenhouse windows will be based upon, but not limited to, the general aesthetics, quality and permanence of the materials used.

2.44. HANGING OF CLOTHES. See Clotheslines and Hangers.

2.45. HOT TUBS/JACUZZIS/SAUNAS/COLD PLUNGE. Committee approval is required. Any DRC submission must include written notification letters from all neighboring property owners whose lots may be affected by the proposed installation. Must be in the rear yard and must be an integral part of the deck or patio area and of the rear yard landscaping.

2.46. HOME NUMBERS. See Address Numbers.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.47. HOUSE EXTERIOR MAINTENANCE. See also Additions and Expansions, Address Numbers, Doors, Painting, Patio Covers, Rain Gutters/Downspouts, Roofs, Rooftop Equipment, Shutters, Siding and Windows.

- 2.47.1 Maintenance. Owners shall ensure the Home exterior—including but not limited to windows, doors, porches, garage doors and exterior lights—is well maintained and reasonably free from stains, dirt, mud, cobwebs, bird excrement and plant matter. Stone and brick facades on the Home exterior shall be maintained in good repair and damaged or missing bricks or stones shall be promptly replaced. Graffiti on any portion of the Home exterior—or any other structure located on the Lot—shall be promptly removed by the Owner.

2.48. JACUZZI. See Hot Tubs and Jacuzzis.

2.49. JUNK/INOPERABLE VEHICLES. See Vehicles.

2.50. LANDSCAPE AND MAINTENANCE. Backyards must be landscaped. All Landscaping Improvements require Committee approval and must (1) not alter, modify or change the Established Drainage of a Lot and/or any surrounding Lots or Common Areas, (2) comply with the provisions of this Section, and (3) comply with any minimum landscaping requirements established by the City.

In the Backyard, additional appurtenances, landscape elements and decorative entry features such as fences, timber and rock walls may be allowed and will be reviewed on a case by case basis by the Committee.

- 2.50.1. Gravel, rock and/or soil piles left in front or on visible side yards of Lots, in the street, or on the driveway shall be left no longer than a period of thirty (30) days. Leaving a gravel, rock and/or soil pile in a street is subject to City ordinances and enforcement. Contact the City for more specific information.
- 2.50.2. Delivery and placement of landscape materials shall not damage any Common Area. Delivery trucks are not allowed to cross the Common Area (to avoid sprinkler and landscape damage). If this regulation is violated and damage to the Common Area results, the Owner will be held financially responsible for repairing the damage caused by the Owner or the Owner's agent, guests or tenants.
- 2.50.3 Hardscapes. Use of 3/4 inch river rock in Committee-approved hardscape areas does not require Committee approval. Rock must be native to Colorado. No white or light-colored rock is allowed. All other hardscape materials require Committee approval. In the front yard and backyard, wood mulch is an acceptable hardscape material only if used around shrubs, ornamental grasses or bushes in a limited manner. See also the subsection “Hardscapes” within the Xeriscaping section.
- 2.50.4. Sprinkler System. Underground irrigation systems for the Rear Yard is not required. Installation of such underground irrigation systems does not require Committee approval. It is recommended that such systems not be installed within five feet of the House’s foundation.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

- 2.50.5. Plant Material in Front Yard. For shrubs a minimum of five - 5 gallons and for perennial flowers, or ornamental grasses minimum one - 1 gallon shall be installed in the front yard landscapes.
- 2.50.6. Trees in Front Yard. A minimum of one tree must be maintained in the Front Yard. All trees must consist of only one trunk. If necessary, trees must be staked to ensure such trees are growing straight. Tree stakes must be removed when trees are adequately mature.
- 2.50.7. Tree Stumps. Not permitted/shall be removed, soil shall be filled in to eliminate any resulting depressions in the ground, and area landscaping shall be restored.
- 2.50.8. General Backyard Landscape Maintenance: Lawns shall be regularly mowed and edged (along sidewalks and driveways) as needed but no less frequently than every 10 days between May 1st and October 31st, weather permitting. Rockbeds and lawns must be maintained free from weeds and grass. Lawns, rockbeds, tree rings and planter beds shall be maintained in a manner compatible with their designed purpose. For example, flowers are to be planted in flowerbeds (not in rockbeds), grass is to be maintained only in the lawn area (grass not permitted to grow into rockbeds or planter beds). Borders/barriers shall be installed between turf areas and rockbeds and planter beds. Although tree rings are not required around trees in turf areas, tree rings must be maintained if installed.
- i. Animal Waste. Front and back yards shall be maintained free from animal waste.
 - ii. Equipment and Materials. Storage – Landscape equipment and materials (e.g. lawn mowers, potting soil, tools, bricks, unused sod, rock piles, sprinkler parts, etc.) shall not be stored on or around the Lot exterior. Such items shall only be stored in an enclosed structure (i.e. storage shed or Home) on the Lot.
 - iii. Landscaping Irrigation. Lawns, bushes, trees and flowerbeds shall be watered regularly within the limits of any local watering restrictions.
 - iv. Landscape Lighting. Landscape lighting shall be adequately anchored and maintained free from significant damage and wear and tear. Installation of permeant landscape lighting structures requires Committee approval.
 - v. Landscape Structures. Latticework, trellises, pergolas, fences, retaining and decorative walls and other landscape structures shall be adequately anchored and maintained free from significant damage and wear and tear. Wood structures that are painted or stained must be maintained to avoid chipping and peeling and/or faded or worn appearance.
 - vi. Leaf Maintenance. Leaves shall be cleared from the Lot after approximately 75% of related tree crown(s) has shed its leaves.
 - vii. Plant Encroachment. Bushes, trees and shrubs shall be trimmed to prevent unreasonable encroachment on adjacent lots.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

- viii. Plant Maintenance. Bushes and shrubs shall be regularly trimmed, and dead growth shall be removed. Dead plants shall be removed. Infectious or diseased bushes, plants and shrubs shall be promptly treated or removed.
- ix. Planter bed Maintenance. Planter beds shall be maintained free from leaves, grass clippings and other plant debris. An adequate layer of mulch, bark or rocks shall be maintained to cover weed barriers. Weed barriers shall be maintained and periodically replaced to prevent excessive, reoccurring weed growth in the planter beds. Excessive bark or other ground cover from the planter bed shall be removed from the adjacent sidewalks, alleyways and streets.
- x. Rockbed Maintenance. Rockbeds shall be maintained free from leaves, grass clippings and other plant debris. An adequate layer of rocks shall be maintained to cover weed barriers. Weed barriers shall be maintained and periodically replaced to prevent excessive, recurring weed growth in the rockbeds. Excessive rocks from the rockbeds shall be removed from the adjacent sidewalks and streets. Rockbeds bordering driveways that are compacted and damaged from vehicles parking/driving on such rockbeds (which is prohibited) must be promptly repaired.
- xi. Sprinkler Systems. Sprinkler systems shall be maintained free from line breaks and broken or damaged heads. Sprinkler heads shall be oriented to prevent direct spraying onto fences or into natural areas where added irrigation may encourage uncontrolled growth.
- xii. Tree Maintenance. Trees must be trimmed up to allow for a minimum 7-foot clearance over sidewalks and streets. Tree suckers should be trimmed at the base and broken tree branches should be removed. Trees where the crown is more than 50% dead must be replaced. Infectious or diseased trees shall be promptly treated or removed. Tree stakes shall be removed when the tree is adequately mature.
- xiii. Tree Removal. Trees where (1) the trunk diameter is larger than 4 inches (such measurement made 12 inches from the ground) and (2) the crown is more than 50% alive, shall not be removed without first obtaining Committee approval.
- xiv. Turf Maintenance. Bare areas not landscaped within the Rear Yard turf area that are cumulatively greater than one square foot shall be repaired and restored back to turf condition. Lawns shall be edged along sidewalks and driveways.

2.50.9. Xeriscaping. All xeriscaping projects require Committee approval.

- i. Definition. Per section 38.33.3-103(33) of the Colorado Statutes, xeriscaping is defined as the combined application of the seven principles of (1) landscape planning and design, (2) soil analysis and improvement, (3) hydro zoning of plants, (4) use of practical turf areas, (5) use of mulches, (6) irrigation efficiency, and (7) appropriate maintenance that results in water use efficiency and water-saving practices. Xeriscaping requires using native and adaptive plants that can grow and sustain themselves in dry natural conditions such as those in Colorado.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

- ii. Restrictions on District's Ability to Regulate. Section 37-36-126(11)(a) of the Colorado Statutes states that notwithstanding any provision in the Declaration or these Guidelines, the District shall not prohibit any Owner's use of xeriscape or drought-tolerant vegetative landscapes to provide ground covering to a Lot. Further, any covenant either prohibiting xeriscaping or requiring the primary or exclusive use of turf grass is unenforceable as it is against public policy.
- iii. Authorization to Regulate. Section 37-36-126(11)(a) of the Colorado Statutes allows the District to adopt and enforce design and aesthetic guidelines or rules that (1) require drought-tolerant vegetative landscapes or (2) regulate the type, number and placement of drought-tolerant plantings and hardscapes that may be installed on an Owner's property.
- iv. Advantages to Xeriscaping. The advantages of xeriscaping include:
 - Substantial cost savings on water bills;
 - Conservation of diminishing water resources;
 - Prevention of pollution from environmentally harmful run-off;
 - Reduced yard maintenance requirements;
 - Aesthetic beauty and increased homeowner options for plant material.
- v. "Zero-scaping". The Committee makes a distinction between the terms "zero-scaping" and xeriscaping. Although the term zero-scaping does not exist, some owners may have the perception that xeriscaping utilizes large areas of hardscape such as boulders, rocks, gravel or other inorganic materials, with few plantings and little or no natural turf grass. Although this approach is indeed water-conserving, it is devoid of plants and grasses and not in keeping with the aesthetics of the neighborhood. Landscaping in this fashion is not allowed.
- vi. Hardscapes. Hardscapes are encouraged to reduce lawn areas. The use of boulders, rocks, gravel, decomposed granite or other inorganic materials, generally referred to as hardscape, should not exceed 50% of the landscaping area of the front and/or side yard. The reasons for limiting the coverage area with hardscape materials is two-fold:
 - To avoid "zero-scape" appearances which are devoid of plantings or grasses, a concept incompatible with the aesthetics in the Banning Lewis Ranch Metro District.
 - Hardscape materials absorb and store solar energy and ambient heat. This considerable heat is then radiated to the surrounding soil, plantings and turf grasses, often throughout the night, with an adverse, withering impact on ground vegetation and nearby trees.
- vii. Plant Bed Borders. Non-turf planted areas must be bordered to define the xerophytic area clearly from turfed areas.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

- viii. Plant Variety. Owners should avoid planting large numbers of only one plant species, which can create a monoculture susceptible to pest or insect problems. The abundance of Xeriscape plants – trees, shrubs, perennials, groundcovers, vines and grasses – available in the nursery industry make it possible to choose plantings which give color and interest (flowers, fruits, berries, and foliage) year-round. Consequently, xeriscape plans should incorporate no less than four different types of shrubs, perennials, groundcovers, vines and grasses (excluding trees and grass in any remaining turf area).
- ix. Weed Barriers. All hardscapes must be lined with weed fabric or other weed-preventing barrier. Weed barriers deteriorate over time diminishing the effectiveness of such weed barriers. Owners are required to monitor the effectiveness of the weed barriers underlying all hardscapes and, if deemed substantially ineffective by the Owners or the Committee, shall replace such weed barriers.
- x. Maintenance. Xeriscapes require ongoing maintenance and upkeep. Xeriscape owners are responsible for maintaining their xeriscapes using methods similar to those required of other owners having conventional landscaping designs. Each lot must be maintained in a neat, clean and orderly condition by the owner, so as not to be viewed as unkempt. Xeriscaping maintenance includes, but is not limited to:
 - Mowing water-conserving turf such as Buffalo, Zoysia or Bermuda grasses,
 - Employing weed control techniques, such as installing landscaping cloth in plant beds as weed barriers,
 - Pruning and shaping plants,
 - Replacing diseased and dead plantings,
 - Owners should consider converting sprinkler heads to drip irrigation heads in plant beds or grouping plants into water zones based on similar water needs so that sprinkler systems will not waste water on plants or turf grasses that do not need it.
- xi. Decorative Objects. Hardscapes can include large boulders or other natural materials that are used as a part of the xerophytic landscape design. The Architectural Review Committee prefers to see natural colored rock and masonry or masonry that matches the existing house color. Water features, Urns, and other man-made ornamentation may be incorporated into the xeriscaping plans which require Committee approval.
- xii. Safety. For public safety, no plant with thorns, spines, or sharp edges can be used within 6 feet of the public sidewalk.

2.51. LATTICEWORK. Committee approval is required for any type of trellis or latticework.

- 2.51.1 Maintenance. Latticework on home exteriors shall be maintained in good repair, free from visible damage and regularly painted to avoid a faded or worn appearance.

2.52. LIGHTS AND LIGHTING. Committee approval is not required for installing or replacing exterior lighting which is (1) of the same style and character as those originally installed by the builder on an Owner's Home or Lot or on other Homes or Lots in the Planned Community or (2) lights which are

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

directed towards the Home and do not emit any light that is unreasonably bright or causes unreasonable glare to surrounding Owners. Exterior permanent, non-holiday, security lighting around Homes and Landscaping must be approved by the Committee. Use of high wattage spotlights or floodlights is prohibited. Committee approval is not required for reasonable temporary holiday lighting that does not create a nuisance to adjacent Owners, in accordance with Section 2.75.

2.52.1 Adding Permanent Lighting Systems – Permanent exterior lighting systems such as those that attach to and surround the home (e.g., Jellyfish Lighting, et. al.). Committee approval is required.

2.52.1.1 The Design Review Request Form (DRR Form) must include a picture of the house depicting the areas where the lighting is to be installed. The lighting system shall be as inconspicuous as possible and installed on the eaves. The installation must match the surrounding house paint color, and all wiring and installation hardware shall be completely hidden from view.

2.52.1.2 Lighting fixtures shall be low wattage, low lumens, recessed, and small in size. Illuminating large areas, spotlights, and flood lights are specifically prohibited. Blinking or pulsing functions may only be used during seasonal periods per Section 2.74, must be tasteful and not create a nuisance for other Owners.

2.52.1.3 The DRR Form submission must include written approval letters from all neighbors owning lots that may be affected by the additional lighting system, including the lots on both sides, in the back of and across the street from the Owner's lot. The distance and proximity of contiguous lots will be a factor in determining whether this lighting system will be approved.

2.52.1.4 The use of the lighting system is allowed year-round as security lighting only if a maximum of 50% of the lights in each area of the house are illuminated and the lights are set to a warm white hue only. The maximum lumens per light shall not exceed 600 lumens. In all cases the lights must be installed indirect and of such controlled focus and intensity so as not to disturb the residents of any lot. The Committee, together with the District's Covenants Compliance Manager shall have sole discretion in determining if the lighting system settings are in compliance with the Declaration and these Community Guidelines.

2.52.1.5 These lighting systems may only be illuminated in colors other than white during periods described in Section 2.74, Seasonal Decorations.

2.52.2 Maintenance. Exterior lights shall be maintained in good repair and free from visible damage.

2.53. MINING AND DRILLING. Not permitted.

2.54. NEWSPAPER DELIVERY RECEPTACLES. Not permitted.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.55. OVERHANGS/AWNINGS - CLOTH OR CANVAS. Committee approval is required. The color must be the same, as the exterior of the Home unless otherwise approved by the Committee. Metal or fiberglass awnings are not permitted.

2.56. OUTDOOR FURNITURE. The use of outdoor furniture is permitted. Furniture not designed for outdoor use is not permitted.

- 2.56.1 Maintenance. Outdoor furniture and decorations shall be well maintained and reasonably free from significant, visible cosmetic damage and wear and tear.

2.57. PAINTING. Home exteriors shall be periodically painted to prevent a faded or worn appearance. Home exterior may be repainted without Committee approval so long as it is painted to match the existing approved paint colors of the home. Any change in color and/or color combinations also requires approval from the Committee.

- 2.57.1. It is recommended that all Homes be painted on a regular schedule to avoid chipping and peeling.
- 2.57.2. Any proposed changes to color and/or color combinations must be different from neighboring Homes immediately adjacent to or across from the property. The requesting Owner is required to submit a description of neighbors' paint colors. The Committee may deny any application that does not provide this information for comparison. Any approval of a change in paint color granted by the Committee is conditioned on the color being different from the neighboring Homes, regardless of whether so specified in the approved application.
- 2.57.3. Outlining the garage door panels in a contrasting color or in a checker board design is not permitted.
- 2.57.4. Most Homes have multiple tone paint schemes (e.g., siding color, trim color and accent color for shutters and doors). New colors submitted should, but are not required to, preserve this multiple tone scheme. For example, if the trim was a different color than the doors and shutters originally, it should also be different in the submitted colors.
- 2.57.5. Color selections should be submitted to the Committee in the form of manufacturer's paint chips or color swatch. Please indicate which color chips are for trim, siding and accent (doors and shutters) color.
- 2.57.6. In general, after approval, only those areas that are painted may be repainted and only those areas that are stained may be re-stained; unpainted surfaces and unstained areas (such as brick) shall remain unpainted and unstained.
- 2.57.7. In general, color combinations selected from the list of Committee-approved exterior paint color combinations (see Committee-approved Paint Book) are automatically approved on the condition that such color combination also complies with the requirements of subsections 2.57.2, 2.57.3, 2.57.4 and 2.57.6.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.58. PATIO COVERS. Committee approval is required. Plans must show detailed specifications including the exterior elevation, proposed materials and colors, and include dimensions.

2.59. PATIOS (ENCLOSED). See Additions and Expansions.

2.60. PATIOS (OPEN). Patios which do not exceed the dimensions of the patios originally installed or offered as an option by the builder does not require Committee approval. Committee approval is required for all other patios or patio modifications. Patios shall not be located within any easement or setback areas.

2.61. PAVING. Committee approval is required for all types of paving, whether for walks, driveways, patio areas or other purposes. Any DRC submission must include written approval notification from all neighboring property owners whose lots may be affected by the proposed installation Request forms must include detailed specifications including the color and types of materials proposed (e.g. concrete, brick, flagstones, stepping stones, pre-cast patterned or exposed aggregate concrete pavers). Generally, concrete work must be a minimum of 5 feet away from any property line, exceptions subject to Committee approval.

2.62. PIPES. See Utility Equipment.

2.63. PLAY STRUCTURES AND SPORTS EQUIPMENT. Not permitted.

2.64. POLES. See Flagpoles, Utility Equipment, Basketball Backboards, etc.

2.65. POOLS/SPAS. Pools are not permitted. Spas refer to section 2.45.

2.66 PORCH. Committee approval is required before changing the design, color or type of materials used in the construction of the front porch including porch railings, posts, floor coverings, stair and porch surface/foundation. Wood porch rails must comply with local building code(s) and be painted the existing trim color(s) on the house. Vinyl floor coverings on the front porch are prohibited. Screened in and partially screened in porches are prohibited.

2.66.1 Maintenance. Porches shall be maintained in good repair. Damaged or deteriorating rails, posts and/or post base shall be replaced. Porch rails and posts shall be periodically repainted to avoid faded or peeling paint. Porch surface shall be maintained free from significant stains. Any graffiti shall be promptly removed by the Owner. Potted plants and flower boxes must be maintained and in healthy condition. Dead plants must be removed. Porch decorations must be maintained in good repair.

2.66.2 Storage. Porches shall not be used as a storage area. Unacceptable items stored on the porch include, but are not limited to, car parts, storage boxes, recyclable materials, trash cans, indoor furniture, newspapers, unused landscaping materials, gardening equipment, propane tanks, appliances, storage shelves, book cases, wood piles and building materials. Only functional and decorative items shall be allowed on and around the porch including chairs, benches, tables and other furniture suitable for outdoor use.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.67. RADIO ANTENNAS. Not permitted.

2.68. RAIN GUTTERS/DOWNSPOUTS. Committee approval is required before installing or removing rain gutters or downspouts on the exterior of the Home. Rain gutters and downspouts must be painted the body and trim colors of the house (i.e. matching the siding and trim color(s) over which the pipe overlays) to blend in with the home exterior. Rain gutters must also be aligned to avoid channeling storm water onto neighboring properties. The Owner is responsible for ensuring that any proposed reconfiguration does not negatively impact the drainage pattern on the Lot or neighboring Lots.

2.68.1 Maintenance. Rain gutters and downspouts shall be maintained in good repair. Damaged or missing rain gutters and/or downspouts shall be replaced with like materials of the same design and color.

2.69. ROOFS. Roof replacement may be replaced without Committee approval so long as it is replaced to match existing shingles/color. Any change in color and/or color combinations or modifying the roof on any structure on the Lot requires approval from the Committee. Roof shingles are limited to asphalt and laminate-type shingles. Roof vent flashings shall be properly installed and covered. When submitting a design request form, Owner shall include the color, manufacturer and type of material to be used. Uniformity with existing Homes in the Planned Community is required.

2.69.1 Maintenance. Roof shingles and flashing shall be maintained in good repair. Damaged or missing roof shingles and flashing shall be replaced with like materials of the same design and color.

2.70. ROOFTOP EQUIPMENT. Committee approval is required. Must be painted to blend with the roof and be installed in order to minimize the visibility of the equipment on the roof.

2.70.1 Maintenance. Rooftop equipment shall be maintained in good repair. Damaged or deteriorating rooftop equipment shall be replaced with like materials of the same design and color.

2.71. SATELLITE DISHES. Committee approval is required before installing any satellite dishes exceeding 3 feet in diameter. Committee approval is required before installing satellite dishes on any location on the Residential Lot other than the roof of the Home. See also "Cable TV Wiring/External Wiring". Antenna larger than one (1) meter (39"), except TVBS - An antenna designed to receive over-the-air television broadcast signals are generally prohibited and must be submitted to the DRC to be reviewed on a case by case basis. All satellite dishes, MMDS are to be secured on a pole, pallet or the homes structure (but not recommended). Securing on fencing is strictly prohibited.

2.71.1 Maintenance. Satellite dishes must be maintained in good repair and free from rust and other damage. Unused satellite dishes must be removed.

2.72. SAUNAS. See Hot Tubs.

2.73. SCREEN DOORS. See Doors.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.74. SEASONAL DECORATIONS. Placement and display of holiday lighting is permitted without Committee approval from October 15th through January 31st, **ONLY**. Holiday decorations can be displayed 30 days prior to the holiday and 15 days after the holiday, but no longer than 45 days total following the particular holiday or celebration. Consideration of neighbors should be exercised when decorating for any occasion and any decor placed for a given holiday must be removed before decorating for any subsequent holiday.

2.75. SEWAGE DISPOSAL SYSTEMS. Not permitted.

2.76. SHUTTERS (EXTERIOR). Committee approval is required before installing or removing shutters on the exterior of the Home. Exterior shutters must be the same materials as builder installed shutters or other approved shutters on other Homes in the Planned Community and painted to match the color scheme of the exterior of the Home, unless otherwise approved by the Committee.

- 2.76.1 Maintenance. Shutters shall be maintained in good repair. Damaged or deteriorating shutters shall be replaced. Shutters shall be periodically repainted to avoid faded or peeling paint. Any graffiti shall be promptly removed by the Owner.

2.77. SIDEWALK/STAIRS. Committee approval is required for any alterations to existing sidewalks or stairs or the installation or removal of any sidewalks or stairs on or around the Lot. Sidewalks running from the driveway to the backyard (if approved by the Committee) must be located more than 1 foot away from the property line. Any alterations to such sidewalk require both City and Committee approval.

- 2.77.1 Snow Removal. Provided by the District.
- 2.77.2 Maintenance. Stairs on the Lot shall be maintained free from weeds and grass and stain-free. Owners are also responsible for removal of weeds and grasses on street curbs and gutters bordering their lots. Stairs on the Lot should be maintained free from significant damage including but not limited to the following: cracked or crumbling concrete; broken, loose or missing paver stones/bricks used in driveway extensions; collapsed concrete pads due to ground settling or underground broken water pipes; surface flaking and scaling due to freeze-thaw disintegration. Any graffiti on the sidewalks must be promptly removed by the Owner.

2.78. SIDING. Changes to the existing siding materials on the House is not permitted.

- 2.78.1 Maintenance. Siding shall be maintained in good repair. Damaged or deteriorating siding shall be replaced. Any graffiti shall be promptly removed by the Owner. See also section 2.57 Painting.

2.79. SIGNS. Committee approval is not required for temporary signs advertising (1) "For Sale," "Open House" or "For Rent" signs, (2) a current political candidate or election ballot issue or (3) garage sales (only allowed during District sponsored event dates). Signs greater than two square feet in area and lighted signs require Committee approval. No more than one sign per political candidate, ballot issue or statement of position per lot is permitted. Political signs must be removed no later than 15 days after the applicable Election Day. Garage sale signs must be removed within 24 hours after the garage sale event.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

Generally, Committee approval will be denied for signs advertising or promoting businesses or religious organizations.

2.79.1 For Sale Signs. A home for sale may have one (1) sign advertising the home for sale. The sign may be no more than six square feet in size. It must be a professionally-printed sign, planted in the ground on the property of the home for sale. The sign may be lit at night if such lighting is appropriate and in keeping with other lighting in the community, and does not present a hazard. Lighting must be independently powered (solar/battery), without extension cords.

No additional signs, banners, or displays, whether inside or outside the home, or on the front or back of the house, are permitted.

The six square feet includes any and all sign faces, including riders. The post(s) are not included if they do not have lettering or logos. For clarification, the six square feet is related to one side of a presumably two-sided sign. For example, a 24" x 36" sign that says "FOR SALE" on both sides is acceptable. An additional rider on the sign that says "under contract" would exceed the size limitations.

One sign, nice-looking, six square feet or less, on the property.

2.79.2 Open House Signs. Within the community, open house signs may be placed at corners to direct visitors to find the open house, plus one sign at the open house itself.

Excessive signage, as defined by "more signs than are required for a person not familiar with the community to be able to follow 'breadcrumbs' to the open house" is not permitted.

Signs may be placed no more than two hours before the beginning of the open house, and retrieved not later one hour after the open house. Signs should be in place for no longer than six hours except in exceptional circumstances.

Signs may not be placed on private property (other homes).

Signs must be placed without damaging city or district property. A-frame type signs are recommended. Staked signs must be placed without damaging sod, landscaping fabric, or irrigation lines.

Open house attendees shall be advised to be respectful of neighbors, parking, and driveway access.

A home for sale shall not host more than two (2) open houses within a single calendar week (Monday through Sunday).

CITY CODE. Homeowners and their real estate brokers are advised that in addition to the Banning Lewis Ranch Metro District No 5 guidelines, the Colorado Springs City Code governs placement of signs in the City right-of-way. It is the responsibility of homeowners and their brokers to follow relevant City Code.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.80. SKYLIGHTS. Committee approval is required.

2.81. SOLAR ENERGY DEVICES. Committee approval is required. Collectors shall be flush with the roof surface and non-reflective finishes are preferred. Line voltage wires and conduit from the panels to meter/disconnect must be covered and fastened to the Home exterior (i.e. no loose wires). Wire mesh shall be installed under solar panels to prevent birds from nesting. See also Rooftop Equipment.

2.81.1 Maintenance. Solar panels shall be well maintained and reasonably free from significant, visible damage. Damaged solar panels shall be promptly replaced or removed.

2.82. SPAS. See Hot Tubs and Jacuzzis.

2.83. SPRINKLER SYSTEMS. See Landscape and Maintenance.

2.84. STATUES. Committee approval is required for statues that are installed in the front yard area of a Lot and exceed three (3) feet in height. More than two statues located in the front yard area requires Committee approval.

2.84.1 Maintenance. Statues, bird baths, murals and similar outdoor structures shall be well maintained and reasonably free from significant, visible cosmetic damage.

2.85. STORAGE. The Lot exterior (including the front porch, front yard, driveway, backyard, backyard deck and side yard) shall not be used as a storage area. Specifically, appliances, furniture (other than Committee-approved outdoor furniture), car parts, tools and equipment, landscaping materials, lumber, rock piles, construction materials, storage boxes, bags, pallets, propane tanks. Barbeque grills shall only be stored in the back yard of the Residential Lot.

2.85.1 "For Sale" and "Free" Items. Items advertised as "for sale" or "free" shall not be left out on the Lot for more than 48 consecutive hours within a 2-week period of time.

2.86. STORAGE SHEDS/ACCESSORY BUILDINGS. Committee approval is required. Any DRC submission must include written notification letters from all neighboring property owners whose lots may be affected by the proposed installation. Shed size and height must not obstruct neighboring views. Approval will be based upon, but not limited to, the following criteria:

2.86.1. Storage Sheds and/or Accessory Buildings must be aesthetically compatible and consistent with the style and character of the Home and other Homes in the same general area of the Planned Community.

2.86.2. Storage Sheds and/or any Accessory Buildings shall not have a footprint larger than 10x12 square feet and shall not be more than 8' 2" high measure from the pad. The roof pitch must be complementary to the existing roof on the Home, unless otherwise approved by the Committee. Sheds with a larger footprint may be approved by the Committee for Lots greater than 0.17 acres.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

Smaller plastic storage units may be considered, provided that they are not more than 5 feet in height and have a footprint no larger than twenty-five square feet. The unit must be of a neutral color that matches or compliments the color of the Home. Quality material must be used. Units must be anchored or secured to the ground.

- 2.86.3. Siding, roofing, and trim materials must (1) match the materials on the exterior of the Home, (2) be resin-based materials or (3) otherwise be approved by the Committee. Sheds must be constructed from pre-fabricated shed kits. Modifications to pre-fabricated shed kits requires Committee approval. Self-designed sheds are not allowed.
- 2.86.4. Any Storage Shed or Accessory Building must be located in the fenced, rear yard area. The Committee may require screening or placement of any Storage Shed or Accessory Building in a location so as to minimize its visibility from the street and adjacent properties.
- 2.86.5. Storage Sheds and/or Accessory Buildings shall be placed in a location that complies with the minimum setback requirements of five (5) foot from any structure including fence line. Shed must be free standing (i.e. not attached to the home).
- 2.86.6. The Committee, in reviewing and approving or denying an application for approval of a Storage Shed or Accessory Building, shall take into consideration Lot size, square footage of the Home, the Existing Grading, fence locations, landscape screenings, etc.
- 2.86.7. Maintenance. Sheds and Accessory Buildings shall be maintained in good condition and free from significant damage and visible wear and tear (e.g. broken glass, missing roof shingles, damaged/inoperable door, graffiti, missing/damaged siding, etc.). Sheds and Accessory Building exteriors shall be periodically painted (Committee approval required for color selection) to prevent a faded or worn exterior appearance.

2.87. STORM DOORS. See Doors.

2.88. SUNSHADES. See Overhangs/Awnings - Cloth or Canvas.

2.89. SWAMP COOLERS. See Air Conditioning Equipment

2.90. SWINGSETS. See Play Structures and Sports Equipment

2.91. TELEVISION ANTENNAS. See Satellites.

2.92. TEMPORARY STRUCTURES. Pursuant to Section 7.12 of the Declaration, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Residential Site; provided, however, that during the actual, continuous construction, alteration, repair or remodeling of any Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Person doing such work. No camper, tent, trailer, motorhome, mobile home or other temporary structure shall be used as a Residence or other living quarters within the Annexed Property.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.93. TRAILERS. See Vehicles.

2.94. TRASH CONTAINERS. Must be stored in the garage or screened from view of street, common areas, behind the fence. Trash and Recycle cans are permitted to be on the street the day before and the day of pickup. All cans must be removed on the day of pickup and stored as designated above. Storage in rear or side yards behind fencing is permitted.

- 2.94.1 General Policing of Trash Accumulation. Owners are responsible for ensuring their Lots (including front and back yards, driveways, sidewalks and street curbs) are maintained free from accumulation of refuse, garbage, trash, tumbleweeds, cigarette butts, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind. Owners are also responsible for ensuring trees (especially in the tree crowns), bushes, antennas and roof vents are maintained free from bags, trash and other floating debris.
- 2.94.2 Newspapers/Advertisements. Owners are prohibited from allowing newspapers, advertisements and similar articles to accumulate on the porch or around the Lot. Such items shall be promptly stored away from sight or deposited in the Owner's trash cans.
- 2.94.3 Cigarette Butt Containers. Must be concealed or decorative in nature.
- 2.94.4 Trash Container Limit. Only District-provided trash containers shall be stored within the fenced rear and side yard of each Lot. Additional trash cans may only be stored within the garage, shed or other enclosed structures on the Lot. Temporary storage of additional trash containers, storage bins or dumpsters on or around the Lot requires Committee approval.
- 2.94.5 Trash Bags and Recyclable Materials. Storage of trash in bags on or around the Lot exterior is prohibited. All trash must be stored in trash containers. Recyclable materials shall not be stored on or around the Lot exterior, with the exception of storage in a recycle container (which is subject to the restrictions provided in this section for suitable trash can storage areas).
- 2.94.6 Trash Dumpsters. Trash dumpsters may be placed and stored on a Lot for no more than 14 days unless additional time has been approved by the Committee. Trash dumpsters shall not block any sidewalk or public-right-of-way at any time.

2.95. TREE HOUSES. Not permitted.

2.96. UNDERDRAINS. Modification or impeding the flow of drainage is prohibited.

2.97. UTILITY EQUIPMENT. Installation of utilities or utility equipment requires Committee approval unless located underground or within an enclosed structure. Pipes, wires, poles, utility meters and other utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.

2.98. VANES. Committee approval is required if over two (2) foot.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

2.99. VEHICLES.

2.99.1. Parking.

Residents:

1. Personal vehicles, such as automobiles, passenger trucks, and motorcycles shall be parked in the garage, private driveway, or on the street. See General Parking Rules for additional information.

2. If one of the following will be parked on a regular basis at the home of a resident, they shall be parked only in the garage:

- Commercial vehicles
- Vehicles primarily used or designed for commercial purposes
- Tractors
- Mobile homes
- Recreational vehicles
- Trailers (with or without wheels)
- Golf carts
- Inoperable vehicles
- Vehicles that do not have a current license
- Vehicles with commercial writing on their exteriors

3. Temporary parking, up to 72 hours, in a private driveway or on the street if General Parking Rules are followed, is allowed for the following vehicles:

- Recreational vehicles
- Trailers
- Campers
- Boats and other watercraft

If additional time is needed, please contact Management Company to let them you're your situation.

Guests and Visitors: *

1. Guests and Visitors shall be parked in the garage, private driveway, or on the street. See General Parking Rules for additional information.

**See section 4.2 (c) of the Amended and Restated Supplemental Declaration of Covenants, Conditions, and Age Restrictions for The Retreat at Banning Lewis Ranch for the definition of Guests and Visitors*

Service Providers:

1. Service Providers shall be parked in the garage, private driveway, or on the street. See General Parking Rules for additional information.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

Parking at the Barn:

1. Parking shall be in designated spaces only.
2. A handicap parking placard or plate must be displayed on any vehicle parked in any space designated for handicap parking.
3. Parking spaces in front of the Barn have been designated and signed as 15-minute parking for activities such as loading, unloading, and / or checking the mail. The right-hand wheels of the vehicle will be parked parallel to the curb in these spaces. Front in parking is not allowed.
4. Residents and guests may park personal vehicles in the Barn parking lot while using the Barn and/or associated facilities such as the park, pool, hot tub, pickleball courts, etc.
5. Residents and Guests may not store vehicles in the Barn parking lot.
6. Residents and Guests may park recreational vehicles temporarily, up to 72 hours, in the Barn parking lot with notification and coordination with Barn Staff.

General Parking Rules:

1. Any vehicle parked on a driveway must be parked entirely within the driveway boundaries.
2. Parking on shared driveways is only permitted for short term periods for loading, unloading, deliveries, washing vehicles, or emergencies and only if the owner of the vehicle is available to move the car if it is blocking another resident.
3. Parking in alleyways is only permitted for short term periods for loading, unloading, deliveries, washing vehicles, or emergencies and only if the owner of the vehicle is available to move the car if it is blocking another resident.
4. No vehicles will be parked in any of the following places:
 - On a sidewalk or pedestrian walking area
 - Within five feet (5') of a public or private driveway
 - Within an intersection
 - Within five feet (5') of a fire hydrant
 - Within fifteen feet (15') of an intersection
 - On the roadway side of any vehicle stopped or parked at the edge or curb of a street
 - Between the curb and the sidewalk
 - At any place where official signs prohibit stopping, standing or parking

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

- 2.99.2 **Maintenance and Storage.** Washing and polishing vehicles is allowed. No maintenance such as repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, or boats, may be performed unless it is done within a fully enclosed garage which screens the sight and sound of the activity from the street and from adjoining residences.
- 2.99.3 **Vehicle-damaged Landscaping.** Landscaping damaged by vehicles parked or driving on landscaping must be promptly repaired. Examples of landscaping damaged by vehicles includes (1) compacted rockbeds, (2) rockbeds with exposed or damaged weed barriers, (3) turf areas where no turf exists, (4) damaged sprinkler heads and (5) damaged landscape structures including paver stones and planter borders.

2.100. VENTS. See Rooftop Equipment

2.101. WALLS (RETAINING). Any "wall" (including landscaping borders) shall require the approval of the Committee. Where required by the Committee, the Owner shall provide a detailed landscape plan, indicating the size and exposure of the retaining wall, at the time of submission of plans for approval. Decorative or utility walls (retaining, seat, etcetera) shall be located at least 3' - 5' feet from the property line to allow for a landscape buffer. Walls shall be no more than 30" high. Wall materials (stone, brick, stucco, split face block, etc.) should be selected to match the exterior color palette of the home and color image samples must be submitted for approval. Owners are liable for their respective Lot drainage and shall not impair adjacent Lot drainage patterns. Retaining walls shall be constructed of Venture or Keystone concrete blocks or an equivalent concrete block that is the same or similar in color to the concrete blocks used to construct existing retaining walls in the Planned Community. Exposed concrete retaining walls are specifically forbidden.

2.102. WELLS. Not permitted.

2.103. WINDOWS. Committee approval is required before installing any security window bars, any additional windows on the Home exterior or replacing existing windows with windows of a different design, color or material. Submission of plans and specifications to the Committee shall include a description of the dimensions, materials and color. Mill finish on aluminum windows is specifically prohibited. Grids within windows are preferred but not required.

- 2.103.1. **Window Tinting.** Committee approval is required. Only non-glare or non-reflective finishes will be given consideration.
- 2.103.2. **Maintenance.** Windows shall be promptly replaced or repaired when damaged. Window screens shall be maintained free from rips, tears, stains or other visible damage.

2.104. WINDOW COVERINGS. No aluminum foil, newspaper, reflective film, frosting or similar treatment shall be placed on windows or glass doors. Interior window blinds and curtains shall be maintained in good repair and free from visible damage or stains. Towels, blankets, shower curtains, flags and other materials not designed as a window covering shall not be hung over or around windows.

2.105. WOOD STORAGE. Wood piles or storage areas shall not be located on any Lot as to be visible from a street, from the ground level of any other Lot or from the Common Area.

3. PROCEDURES FOR COMMITTEE APPROVAL.

3.1. GENERAL. In a few cases, as indicated in the listing in the proceeding Section 2, a specific type of Proposed Improvement is not permitted under any circumstances. In other instances, a Proposed Improvement is deemed approved if such Proposed Improvement is constructed or installed in accordance with the provisions for approval stated herein and the applicable guideline expressly states that no further approval of the Committee is required. In all other cases, including Proposed Improvements not listed in Section 2 above, advance or prior written approval by the Committee is required before a Proposed Improvement is commenced. This Section of the Community Guidelines explains how such approval can be obtained.

3.2. DRAWINGS OR PLANS. Article 2 of the Declaration requires an Owner to submit to the Committee, prior to commencement of work on any Proposed Improvement, descriptions, plot plans, construction plans, specifications and samples of materials and colors, etc., as the Committee shall reasonably request, showing the nature, kind, height, width, length, color, materials and location of the Proposed improvement. In the case of major Proposed Improvements, such as room additions, decks, or structural changes, it is recommended that an architect, engineer, and/or draftsman professionally prepare detailed plans of the Proposed Improvement. Simple drawings and descriptions may be sufficient for other Improvements. Whether done by the Owner or professionally, the following provisions should be incorporated into the drawings or plans:

- 3.2.1. The drawing or plan should be done to scale, plotted horizontally and vertically, and should depict the property lines of the Lot and the outside boundary lines of the Home as located on the Lot. Drawings made on a copy of the plot plan of a Lot are preferred.
- 3.2.2. Existing Improvements, in addition to the Home, should be shown on the drawing or plan, and identified or labeled. Such Existing improvements include driveways, walks, decks, trees, bushes, etc.
- 3.2.3. The Proposed Improvements should be shown on the plan and labeled and dimensioned appropriately. Either on the plan, or an attachment, there should be a brief description of the Proposed Improvement, including the materials to be used and the colors.
- 3.2.4. The plan or drawing and other materials should show the name of the Owner, the filing number, lot and/or block designation and address of the Owner's Lot, as well as a home telephone number and a telephone number where the Owner can be reached during normal working hours.

3.3. SUBMISSION OF DRAWINGS AND PLANS. Copies of the Design Review Request Form and copies of the drawing or plan shall be submitted to the Committee along with such other materials and information as may be required by the Committee for the review of the Proposed Improvement, including, but not limited to color and material samples, grading plans, etc. Applications should be submitted to the Committee in care of the District's management company at the address listed on the Design Review Request Form. The Committee reserves the right to require a copy of any necessary permits issued by the City as a condition of approval.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

3.4. REVIEW FEE. As of the date of these Community Guidelines, the Committee does not impose a fee for the review of plans. However, any costs incurred by the Committee for review of submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the Committee and/or the District in reviewing any Proposed Improvement will be assessed to the Owner requesting approval of the Proposed Improvement.

3.5. ACTION BY THE COMMITTEE. The Committee will meet as required to review plans submitted for approval. The Committee may require submission of additional information or material. The Application will not be considered complete until such materials or information have been provided to the Committee. Incomplete applications will be deemed denied until all required information and materials have been submitted. The Committee will act upon all requests within sixty (60) days after receipt of the Design Review Request Form or sixty (60) days after receipt of all additional information and materials requested by the Committee, whichever is later, unless the time is extended by mutual agreement. All decisions of the Committee will be reduced to writing.

3.6. VOTE AND APPEAL. A majority vote of the Committee is required to approve a request for approval pursuant to Article 2 of the Declaration, unless the Committee has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the Committee denied a request for approval, then the applying Owner shall have the right to an appeal such decision to the full Committee. Owner shall submit his or her request for appeal to the Committee within ten (10) days after receiving the decision from the Committee's representative.

Owners may appeal the decision of the Committee to the Board within ten (10) days after such decision is communicated to the Owner by the Committee. However, Owners may not appeal a Committee decision to the Board if the Committee is comprised solely of members of the District board.

3.7. PERFORMANCE OF WORK. After approval by the Committee, a Proposed Improvement should be completed as promptly as possible, in accordance with the approved plans, drawings and descriptions. If no project deadline is provided on the Committee-approved Design Request Form, work must be completed within twelve (12) months after approval by the Committee (except landscaping which shall be completed as stated herein). Upon the completion of the Improvement, the owner shall give a written "Notice of Completion" to the Committee. Until the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement on which approval (which may have conditions or requirement) has been sought and granted as provided herein.

3.8. COMPLAINTS. All complaints regarding noncompliance or unauthorized Improvements should be in writing and must be dated and signed by the person making such complaint.

3.9. CONFLICT OF PROVISIONS. The foregoing Community Guidelines and procedures are supplementary to all of the terms and provisions of the Declaration, the Final Development Plan and the Final Plat and the terms of each of the foregoing shall remain in full force and effect. In the event of any actual or apparent conflict between these Community Guidelines and the Declaration, the Final Development Plan, or the Final Plat, the Declaration, the Final Development Plan, or the Final Plat, as applicable, shall prevail.

Banning Lewis Ranch Metro District No 5 Community Guidelines and Standards

4. AMENDMENT.

These Community Guidelines may at any time, from time to time, be added to, deleted from, repealed, amended, modified, reenacted, or otherwise changed by the Committee in its discretion, with the advice of the Board.

THESE COMMUNITY GUIDELINES WERE UNANIMOUSLY APPROVED AND ADOPTED BY THE BOARD on the xx day of xxx 2026. As provided in the Declaration and as provided in this document, these Community Guidelines are subject to amendment by the Board, with the advice of the Committee.

Steve Langer, Board President

EXHIBIT A

Amendment for Additional Dwelling Units (ADU)

Accessory Dwelling Unit (ADU) Committee approval is required. An Accessory Dwelling Unit (ADU) is a secondary, self-contained residential unit located on the same parcel as a single-family home. ADUs may be: Attached (e.g., basement or above-garage apartment) or Detached (e.g., backyard cottage). ADUs typically include a kitchen, bathroom, living space, and sleeping area.

Limit: One ADU per lot and only single level allowed.

Tenancy: ADUs may be rented long-term (30+ days). Short-term rentals (e.g., Airbnb) are not permitted.

Permits: Homeowners must obtain both Committee approval and local building permits. The recommended process is below.

Integrated ADUs: Homeowners who wish to separate a portion of their existing home (typically a basement) into an ADU must register the ADU with the Metro District, follow all local codes, provide an off-street parking space (which may be on the existing driveway or in the garage, but must be reserved for exclusive use by the ADU occupants), and follow all other relevant guidelines in this document. A property which is being rented to two separate tenants, or which is separately advertised for lease, or which is being occupied by the homeowner while a portion of the home is separately rented to an unrelated third party, shall be considered to have an ADU, and the ADU approval process must be followed, regardless of how long the separate tenants have been in place.

Design and Aesthetic Standards: Architecture: ADUs must match the main home in materials, color, and architectural style.

Size Limit: Per Colorado Springs city code: The floor area of a detached ADU shall not exceed fifty (50) percent of the floor area of the principal structure or one thousand, two hundred and fifty (1,250) square feet, whichever is less; except that where the floor area of the principal structure is less than one thousand, five hundred (1,500) square feet, the maximum size of the accessory dwelling unit shall be seven hundred and fifty (750) square feet.

Height Limit: The maximum height of a detached ADU shall not exceed sixteen (16) feet regardless of roof type or pitch.

Entrances: External entrances for attached ADUs should not face the street unless unavoidable. Detached ADUs must be located in the rear yard where feasible.

Parking Requirements: One additional off-street parking space must be provided per ADU, and this space must be reserved for the ADU at all times; this parking space must be in addition to the existing

driveway and must comply with Community Guidelines as well as city code. Street parking for ADU residents or guests must comply with District and city restrictions.

Easements: ADUs may not be placed in, across, or over utility easements and/or existing utilities including electric, cable/telecom, water, or sewer.

Utilities and Infrastructure: ADUs may share or have separate utility connections, depending on code and utility requirements. All utility lines must be below ground except within 12” of the ADU for the purposes of emerging from the ground and connecting to the ADU. Above-ground infrastructure (meters, HVAC units, etc.) must be screened from view.

Landscaping and Drainage: Any new or modified landscaping must be submitted for Committee approval. Grading changes must not negatively affect neighboring properties or drainage easements.

Application Documentation: Site plan showing ADU placement, Exterior elevations and materials, Parking and landscaping plan, Attach proof of local zoning approval or planning pre-check. See “Recommended Approval Process” below.

Maintenance Responsibilities: Homeowners are responsible for maintenance of both primary residence and ADU. ADUs must be kept in good condition and not used for storage, workshops, or commercial operations. No businesses may be run from an ADU, except for an in-home business that does not have an any additional vendor or visitor traffic.

Trash: If trash service is provided by the Metro District, each lot shall qualify for and receive the same trash service, regardless of whether the lot has an ADU or not. If additional service is needed, homeowners must contract with the Metro District’s selected trash service for additional bins to support the ADU.

Lot Access: All construction must be accessed from the front curb of the property. Access from behind the property is not permitted.

ADU Access: Access to the ADU must be from the front of the property. Access from behind or to the side of the property is not permitted.

Construction Timelines and Courtesy: Once construction has commenced, it shall continue in a workmanlike manner until completed. Homeowner shall arrange for financing and contractors before beginning work, so that neighbors may be assured of prompt completion. All workers shall park either on the property, or on the curb directly in front of the property, when working on the ADU. If all onsite parking and curb parking at the property is full, any additional vehicles may park in a legal and courteous manner along the curb, as close to the property as possible, without blocking any neighbors’ driveways. It is requested that construction be scheduled so as to completely finish the exterior of the building, roof, siding, and windows in 90 days or less. From the commencement of construction, all exterior work shall be completed within 180 days. All landscaping shall be completed within 60 days of the completion of exterior work, except that plantings, grass, trees, etc. may be completed by 6/30 if the exterior work was completed between 8/31 and 4/30. All other landscaping, such as rock and concrete, shall be completed within 60 days of the completion of exterior work, regardless of the time of year.

Completion: When the ADU is complete and Certificate of Occupancy has been received, the CO shall be sent to the DRC, so that the file for the ADU may be completed.

Exhibit 05

RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
BANNING LEWIS RANCH METROPOLITAN DISTRICT No5

Establishing Guidelines for the Processing and Collection of Delinquent Fines, Charges and
Reimbursement Assessments

WHEREAS, Banning Lewis Ranch Metropolitan District No 5 (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to §32-1-1004.5(3), C.R.S., the Board of Directors of the District (the "Board") is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the "Charges") to properties within and without (each property individually referred to herein as the "Property") the District's boundaries; and

WHEREAS, CRS 32-1-1004.5(3) states as follows:

“(a) In furnishing covenant enforcement and design review services for units, a board may fix, and from time to time increase or decrease, fees, rates, tolls, fines, penalties, or charges for covenant enforcement and design review services furnished pursuant to this section and section 32-1-1004 (8).

(b)

(i) Until paid, any fee, rate, toll, fine, penalty, or charge described in subsection (3)(A) of this section constitutes a perpetual lien on and against the unit for which covenant enforcement and design review services were provided.

(ii) The board of a metropolitan district furnishing covenant enforcement and design review services pursuant to this section and section 32-1-1004 (8) shall not foreclose on any lien described in this subsection (3)(B) that arises from amounts that a unit owner owes the metropolitan district as a result of a covenant violation or enforcement of a failure to comply with any instrument.

(iii) In addition to any other means provided by law, a board, by resolution and at a public meeting held after notice has been provided to an affected unit owner, may elect to have certain delinquent fees, rates, tolls, fines, penalties, charges, or assessments made or levied for covenant enforcement and design review services certified to the treasurer of the county in which the metropolitan district is located, and for the delinquent fees, rates, tolls, fines, penalties, charges, or assessments to be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected and paid over pursuant to section 39-10-107.”

WHEREAS, CRS 32-1-1004.5(4)(a) states, “For any unit owner's failure to comply with an instrument, a metropolitan district, without needing to commence a legal proceeding, may seek reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of the failure to comply.”

WHEREAS, the property within the District's boundaries is subject to that certain Declaration of Covenants, Conditions and Restrictions for Ash Meadows, recorded in the real property records of the Clerk and Recorder of Adams, Colorado on August 08, 2001 at Reception Number C0939237 (the "Declaration"); and

WHEREAS, pursuant to the Declaration, the District is responsible for providing covenant enforcement, architectural review approval and other administrative services for the Property within the District and subject to the Declaration; and

WHEREAS, pursuant to the Declaration, the District has the authority to impose reasonable fines upon owners of Property subject to the Declaration for violations of the Declaration and any rules and regulations of the District, after providing such owner with notice and the opportunity for a hearing; and

WHEREAS, pursuant to §32-1-1001(1)(j)(I), C.R.S., until paid, the Charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens; and

WHEREAS, by this Policy (the "Policy"), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Charges imposed by the District, together with any and all Penalties and Costs of Collections (each defined separately in this Policy), (collectively, the "Delinquent Charges"); and

WHEREAS, notwithstanding anything in this Policy to the contrary, the guidelines set forth in this Policy are intended to create orderly and fair procedures for the processing and collection of Delinquent Charges and Reimbursement Assessments and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way; and

WHEREAS, the Board desires to adopt this Policy.

NOW, THEREFORE, the Board hereby RESOLVES:

1. Statement of Lien Guidelines

- a) Perpetual Lien. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all Delinquent Charges shall constitute a perpetual lien on and against the Property served by the District or the property subject to the Fine or Charge, as applicable (the "Lien"). Every Lien shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. Every Lien contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.
- b) In the event any or all of the guidelines set forth in this Policy are not followed, such deviation shall not affect the status of the Lien in any way.

2. Reimbursement Assessment

"Reimbursement Assessment" shall mean a charge against a particular Lot for the purpose of reimbursing the District for expenditures and other costs and expenses incurred by the District which arise from or are related to (a) any actions or violations of the Declaration or the Rules and Regulations by an Owner, or such occupant of a Lot or (b) damages to District property caused by an Owner or resident of a Lot.

3. Collection Process

- a) District's Manager Procedures. The District's Manager, (the "Manager") is responsible for collecting Charges and Reimbursement Assessments imposed by the District against the Property. In the event payment of Charges and Reimbursement Assessments is delinquent, the Manager may perform the procedures listed below. The Manager is not required to provide a payment plan, as discussed below in Section b(i)(b), if the owner does not occupy the unit and has acquired the property as a result of a default of a security interest encumbering the unit or foreclosure of the District's Lien; or, if the owner had previously entered into a payment plan with the District. The Charges and Reimbursement Assessments are considered delinquent when they have not been paid by their corresponding due date (the "Delinquent Account"):
- i. Fifteen (15) Calendar Days Past Due: A delinquent payment "Reminder Letter" shall be sent to the address of the last known owner of the Property according to the Manager's records. In the event the above mailing is returned as undeliverable, the Manager shall send a second copy of the Reminder Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the Adams Assessor's Office (the "Assessor") (collectively, the "Property Address"). Said Reminder Letter shall: (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee in the amounts set forth in this Policy have been assessed; (3) reference the url address of the District's webpage where this Policy is displayed, if available and requested by the Board; and (4) shall include the following:
- A. The total amount due to the District along with an accounting of how the total amount was determined; and
 - B. Whether the Owner may enter into a payment plan and instructions for contacting the District to arrange for and enter into a plan; and
 - C. A name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt; and
 - D. A statement indicating that action is required to cure the delinquency and that failure to do so within 30 days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law.
- ii. Fifteen (15) Calendar Days From the Postmark Date of the Reminder Letter: A "Warning Letter" may be sent to the Property Address: (1) requesting prompt payment; (2) warning of further legal action should the Owner fail to pay the total amount due and owing; and (3) referencing the url address of the District's webpage where this Policy is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

- iii. Fifteen (15) Calendar Days from the Postmark Date of the Warning Letter: Once the total amount of Charges and Reimbursement Assessments owing on the Property has exceeded **\$300.00** and the 30-day timeframe in the Reminder Letter has expired, the Manager may refer the Delinquent Account to the District's General Counsel (the "General Counsel") or to a collection agency. At the time of such referral, the Manager may be requested to provide General Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.
- c) General Counsel Procedures. Upon referral of a Delinquent Account from the Manager, General Counsel may perform the following:
 - i. Upon Referral of the Delinquent Account From the Manager: A "Demand Letter" may be sent to the Property Address, notifying the Owner that (a) the Property has been referred to General Counsel for further collections enforcement and (b) a statement of lien will be recorded with the County Clerk and Recorder's Office (the "Clerk and Recorder") within no sooner than ten (10) days from the postmark date of the Demand Letter. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.
 - ii. No Sooner than Ten (10) Calendar Days from the Postmark Date of the Demand Letter: A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the County Clerk and Recorder no sooner than ten (10) days from the postmark date of the Demand Letter is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all Delinquent Charges and Reimbursement Assessments will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing to the District is paid in full.
- d) Foreclosure or Bankruptcy. In circumstances where the Property is being foreclosed upon or where the Owner has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to General Counsel in order to avoid unnecessary, costly and time-consuming procedures. Upon referral of the Delinquent Account to General Counsel, General Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property. The District may choose to foreclose on its lien. The District shall consider individually each recommendation for a foreclosure. Any foreclosure action shall be approved by the Board of Directors of the District via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

5. Late Fees and Interest

- a) Late fees shall not be assessed on the Property for failure to make timely payments of Charges and Reimbursement Assessments.
- b) Interest shall not accrue on any delinquent Charges and Reimbursement Assessments.

6. Penalties

"Penalties" may be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

7. Return Check Charges

A return check fee, not to exceed \$20.00, shall be assessed against the Property in the event any check or other instrument attributable to or payable for the benefit of such Property is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the District shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Property for which payment was tendered to the District. Returned check charges shall become effective on any instrument tendered to the District for payment of sums due. If two or more checks are returned unpaid by the bank within any fiscal year, the District may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order. This return check charge shall be in addition to any Penalties incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the underlying Charges and Reimbursement Assessments is not timely made within 15 days of the due date.

8. Costs of Collections

"Costs of Collections" include, but are not limited to, attorneys' fees and all costs, fees and charges associated with the processing and/or collection of delinquent Charges and Reimbursement Assessments.

- a) Attorney Fees and Costs. Upon transfer of a Delinquent Account to General Counsel, all attorneys' fees and costs, including, but not limited to, litigation and expert witness fees and costs, litigation guarantees, service of process and/or publications incurred by the District to collect or defend the Delinquent Charges and Reimbursement Assessments are assessed to the Delinquent Account and become part of the perpetual Lien on the Property. All such attorneys' fees and costs shall be reasonable.

9. Recovery of Costs of Collections

In accordance with §29-1-1102(8), C.R.S., nothing in this Policy shall be construed to prohibit the District from recovering all Charges and Reimbursement Assessments whether or not outlined above. For all Delinquent Accounts where (1) unpaid Charges and Reimbursement Assessments exceeds \$150 and (2) the Owners have either failed to enter into a payment plan with the District or are delinquent on their payment plan with the District, the District Manager shall submit the Charges and Reimbursement Assessments for all such Delinquent Accounts to the Board for consideration to turn over such amounts to the County Treasurer ("County Treasurer") for collection. In accordance with §32-1-1004.5(3)(b), the Board may elect, by resolution, at a public meeting held after issuing notice via certified mail to the respective Property owners, to have all unpaid Charges and Reimbursement Assessments certified to and collected and paid over by the County Treasurer in the same manner as taxes are authorized to be collected by the County Treasurer.

9. Waiver of Fines and Costs of Collections

- a) The Manager has authority and discretion to waive or reduce positions of the Delinquent Account attributable to Fines. When determining whether to waive Fines, the Manager may consider several factors including, but not limited to the following:
- history of violations issued on the property,
 - the nature of the property violations,
 - property owner's remediation plans (or lack thereof),
 - nature of communications between the property owner and the District,
 - factors that may have prevented timely correction of a violation

Notwithstanding the foregoing, the Manager shall not have the authority to waive Fines which, in the aggregate, exceeds One Hundred Fifty Dollars (\$150.00) each calendar year. In such case, the Owner of a Property owing in excess of One Hundred Fifty Dollars (\$150.00) in Fines and requesting such a waiver shall submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

- b) Neither the Manager nor General Counsel is authorized to waive any portion of the Costs of Collections. Should the Property owner desire a waiver of such Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.
- c) Any waiver or reduction of Fines or Costs of Collections granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Fines or Costs of Collections, or as the promise to waive or reduce future Fines or Costs of Collections. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the Board, Manager, or General Counsel, whether related to the Property in question or other properties within the District.

10. Payment Plans

An Owner of Property that is delinquent in payment of Charges and Reimbursement Assessments who had not previously entered into a payment plan with the District, may enter into a payment plan with the District, which plan shall be for a minimum of six months or such other term as may be approved by the Board of Directors. This payment plan is not available to Owners who previously entered into a payment plan with the District or Owners who do not occupy the unit and acquired the property as a result of a default of a security interest or foreclosure of the District's lien. In the event the Owner defaults or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing Charges and Reimbursement Assessments imposed by the District, the District may, without additional notice, refer the Delinquent Account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency and the entire amount owed becomes immediately due and payable. The Manager and General Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account up to a maximum period of twelve months. Should the Manager or General Counsel elect not to enter into a payment plan with the Owner or the Owner requests a payment plan

longer than twelve months, the Owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

11. Application of Payments

Payments received will be applied to the balance due in the following order of priority: (1) Costs of Collections; (2) legal fees and Costs; (3) the earliest imposed and unpaid Charges and Reimbursement Assessments; (4) any successive unpaid Charges and Reimbursement Assessments in chronological order from the earliest unpaid Charges and Reimbursement Assessments to the most recently imposed Charges and Reimbursement Assessments.

12. Ratification of Past Actions

All acts, omissions, waivers and/or payment plans heretofor undertaken by the Manager or General Counsel that would otherwise have been authorized by or not required by this Policy are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

13. Additional Actions

The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Policy.

14. Deviations

The District may deviate from the procedures or waive guidelines set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances. Notwithstanding the foregoing, the guidelines set forth in this Policy are intended to create orderly and fair procedures for the processing and collection of Delinquent Charges and Reimbursement Assessments and to provide additional notice to interested parties, including, but not limited to, title companies and the Owner.

15. Supersedes Prior Policies

This Policy shall supersede and replace in their entirety all prior policies addressing the processing and/or collection of Delinquent Charges and Reimbursement Assessments, including the Prior Policy. To the extent that any term or provision in this Policy conflicts with any term or provision in a previously enacted and valid policy of the District, the term or provision in this Policy shall prevail.

16. Severability

If any term, condition or provision of this Policy shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Policy, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Policy a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

17. Savings Provision

The failure to comply with the procedures set forth herein shall not affect the status of the Delinquent Fines, Charges and Reimbursement Assessments as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the Delinquent Fines, Charges and Reimbursement Assessments.

18. Amendment

This Policy may be amended from time to time by the Board at its discretion.

ADOPTED this 25th day of June 2026.

BANNING LEWIS RANCH METROPOLITAN DISTRICT
No5

Steve Langer, Board President

ATTEST:

Susan Greulich, Board Secretary

RESOLUTION OF THE
BANNING LEWIS RANCH METROPOLITAN DISTRICT No 5
REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT

Establishing Policies Regarding Covenant and Rule Enforcement (“Policy”)

SUBJECT: Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

PURPOSE: To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the District.

AUTHORITY: (1) the District’s Service Plan, (2) Colorado law and (3) the Declaration of Covenants Conditions and Restrictions for Banning Lewis Ranch (recorded with the El Paso County Clerk & Recorder’s Office at reception #20703013 on March 05, 2007) (“Declaration”)

**EFFECTIVE
DATE:** July 17, 2026

RESOLUTION: The District hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Declaration:

1. Reporting Violations. Complaints regarding alleged violations may be reported by submission of a written complaint by an Owner or resident within the community, a group of Owners or residents, the District’s management company, Board member(s) or committee member(s).
2. Complaints. Complaints by Owners or residents, member of the Board of Directors, a committee member, or the manager shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant (“Complainant”), the alleged violator (“Violator”), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.
3. Investigation. Upon receipt of a complaint by the District, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board-designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

Owner Notification Policies

4. Initial Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Owner of the Property in Violation explaining (1) the nature of the violation, (2) the action required to remedy the violation and (3) the fine that will be levied if a Second Notice is issued by the District. The Owner of the Property in Violation will have 14 days from the date of the letter to correct the violation.

5. Preferred Language: The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence.
6. Notification Methods: All District enforcement notices shall be sent to Lot Owners via first class postal mail and, if the Lot Owner has provided the District with his/her email address, via email. For Second Notices only, such notices shall be sent to the Lot Owner via certified postal mail with return receipt requested by the District (which is in addition to sending such notice via first class mail).
7. Continued Violation After Initial Warning Letter.
 - A. If the Owner of the alleged Property in Violation does not correct the violation within 14 days of the Initial Warning Letter, a Second Notice shall then be sent to the Owner of the alleged Property in Violation providing the Owner with (a) an additional 30 days from the date of the letter to correct the violation and (b) an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Resolution. The Second Notice shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 14 days of the date of the second violation letter.
 - B. If the Owner of the alleged Property in Violation does not correct the violation within 30 days of the Second Notice, a Third Notice shall then be sent to the Owner of the Property in Violation providing the Owner with (a) an additional 30 days from the date of the letter to correct the violation, (b) notice of the fine posted to the Property Account in accordance with the fine schedule set by this Resolution, (c) a warning that the District may file a covenant lien on the Property in Violation at any time, and (d) a warning that the Property Account may be turned over to the District's attorneys for additional legal action at any time after issuance of a Third Notice.
 - C. If the Owner of the Property in Violation does not correct the violation within 14 days of the Third Notice, a Fourth Notice and Subsequent Notices shall then be sent to the Owner of the Property in Violation providing the Owner with (a) an additional 14 days from the date of the letter to correct the violation, (b) notice of the fine posted to the Property Account in accordance with the fine schedule set by this Resolution, (c) a warning that the district may file a covenant lien on the Property in Violation at any time, and (d) a warning that the Property Account may be turned over to the District's attorneys for legal action at any time.
8. Notice Regarding Cured Violation: The District shall issue a notice to the Lot Owner when the District determines that a violation has been cured. Such notice shall include (1) a statement that the Lot Owner will no longer be fined regarding this particular violation instance and (2) any outstanding balance owed by the Lot Owner to the District.

Owner Rights to Appeal Violation Notices

9. Notice of Hearing. If a hearing is requested by the Owner of the alleged Property in Violation, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, shall serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.

10. Impartial Decision Maker: Pursuant to Colorado Law, the owner of the alleged Property in Violation has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as:

"...a person or group of persons who have the authority to make a decision regarding the enforcement of the covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the [Community] and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the [Community]."

Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, or any other individual or group of individuals.

11. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Neither the Complainant nor the Owner or alleged Violation of the alleged Property in Violation are required to be in attendance at the hearing. Hearings will be held in executive session pursuant to CRS 38-33.3-308(4)(e). The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. The Impartial Decision Maker shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if applicable.
12. Failure to Timely Request Hearing. If the Owner fails to request a hearing within 10 days of a Second Notice, or fails to appear at the hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the District may attach a fine to the Lot pursuant to these policies and procedures.
13. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Owner within 30 days of the hearing, or if no hearing is requested, within 30 days of the final decision.
14. Fine Schedule. The following fine schedule has been adopted for all Property Violations other than threats to health/safety/welfare:

First Violation	Warning Letter
Continuous Violation – Second Notice (of same covenant or rule)	\$50
Continuous Violation – Third Notice (of same covenant or rule)	\$100
Continuous Violation – Fourth and Subsequent Notices (of same covenant or rule)	\$0

15. Legal Action: The Board may turn over Property Violations to the District's attorneys for legal action once the two (2) thirty (30) day periods described above have expired.
16. Covenant Liens: The Board may file covenant liens on any property within the District for violations that remain uncorrected subsequent to the issuance of a Fourth Notice for a continuing violation. The Board may consider any criteria in determining whether and when to file a covenant lien on any property. Such criteria may include recommendations submitted by the District Manager and/or Committee. All costs incurred by the District related to filing covenant liens will be charged back to the respective Property Accounts.
17. Fine Limitations: No limit exists on the amount of fines that may be accrued in accordance with the other provision of this Resolution on a Property Account for failure to comply with the covenants, rules and restrictions. However, the District shall not levy fines on a Lot in excess of \$500 for each particular outstanding, continuing violation of the Covenants and/or Design Guidelines. Property Accounts with accrued, unpaid fines will be turned over to the District's attorneys for collection action in accordance with the Board's collection policy.
18. Acceleration of Fine Schedule – Threats to Health/Welfare/Safety: With respect to any violation of the Declaration or Design Guidelines that the District reasonably determines threatens the public safety or health, the District shall provide the Lot Owner an initial letter of the violation informing the Lot Owner that the Lot Owner has seventy-two (72) hours to cure the violation or the District may fine the Lot Owner. If after an inspection of the Lot, the District determines that the violation has not been cured within 72 hours of the District providing the initial notice, the District may levy fines on the property at the rate of \$50 every 48 hours (not to exceed \$500 cumulatively) until the violation is cured. The initial written warning notice must state (1) that, if the violation is not cured within 72 hours after the District has delivered such notice to the property Owner and/or resident, the District will levy fines on the property at the rate of \$50 every 48 hours until the violation is cured and (2) only one hearing will be allowed for the Lot Owner to address the Board regarding the violation.

Board Discretion Regarding Owner Appeals

19. Violation Classification: The Board reserves the right to determine whether identified violations on a Lot constitute one or more separate violations.
20. Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violation being resolved and staying in compliance with the respective Declarations, this Resolution and the Design Guidelines.
21. District Manager Fine Waiver Authority: The District Manager has the authority to waive up to \$100 in fines occurring within a calendar year on any Property Account if, in the District Manager's sole discretion, such waiver is appropriate under the circumstances. Any requests to waive more than \$100 in fines within a calendar year must be approved by the Board.

22. Owner Requests for Compliance Deadline Extensions: In situations where the Board agrees to an Owner's request to extend the compliance deadline for a violation, the District will continue to issue notices and assess fines in accordance with this Resolution. If the Owner corrects the violation within the extended compliance deadline, the District will reverse any fines accrued on the Property Account during the deadline extension period.

Compliance Expectations

23. Failure to Identify Violations: Owners are responsible for identifying, correcting and preventing covenant violations from occurring on their Lots. The District's failure to identify one or more violations on a Lot does not constitute Board approval of such violations or prevent the Board from subsequently enforcing such violations, so long as the enforcement is in compliance with this policy
24. Owner Responsibilities:
- A. Owners are responsible for maintaining their Lots in a manner that reasonably complies with the covenants and restrictions contained within the respective Declaration documents. The Board will hold Owners, who rent or lease their homes, responsible for the reasonable maintenance of their Lots—regardless of any contractual maintenance arrangements that may exist between Owners and their renters or between Owners and their property management companies. In addition, the Board will hold Owners, who use their Lots as their primary residence, responsible for the reasonable maintenance of their Lots—regardless of the Owners' personal or business schedules that may cause the Owners to be away from their Lots for extended periods of time.
 - B. Owners are responsible for being familiar with the covenants and restrictions contained within the respective Declarations and the Design Guidelines. In addition, Owners are responsible for being familiar with the Board's interpretations of various covenants and restrictions as provided in the District's Design Guidelines.
25. Rental Properties—No Reset on Turnover: Violation notices and fines will not be reset when a turnover in renter occupancy occurs on a Lot used as a rental property. Regardless of the contractual arrangements entered into between renters and Owners, Owners (not renters or other occupants of the Lot) are responsible to the District for ensuring their Lots are adequately maintained in a manner that complies with the covenants, conditions and restrictions.
26. Change in Ownership—Violations Reset: Although violation notices and fines are attributed to the Lot rather than to the Lot Owner, the Board may reset any open violations back to a First Notice when a change in Lot ownership occurs. If the Board resets any violations due to a change in ownership of the Lot, the violation reset is offered as a courtesy to the new Owners but does not invalidate any previous violation notices. For purposes of this paragraph, a change in ownership occurs only when none of the original Owners on a Lot's title become Owners on the newly issued title for the Lot.

27. Location or Proximity of Lots to Open Spaces: Generally, the Board will not excuse violations (especially related to yard maintenance) because of a Lot's proximity to open spaces. (For example, Owners may indicate that weed violations on their Lots are due to the proximity of their Lots to native areas or unlandscaped open spaces.)
28. Compliance Deadlines: The compliance deadline date to correct a violation is the date by which the violation must be corrected. It is not the date by which Owners should start correcting the violation.
29. Results-Oriented Compliance Required: The act of taking corrective action does not itself constitute correction of a violation. For example, starting fence repairs, spraying weeds, scrubbing oil-stained driveways, installing weed barriers and painting the house do not constitute compliance until such actions have been completed and the related violation has been adequately corrected.
30. Violations Not Conditionally Excused: The Board will not excuse violations on an Owner's Lot because violations may exist on other Owners' Lots.

Violation Specific Policies

31. Black-out Period & Reset Conditions for Yard Maintenance: Yard maintenance deficiencies specifically related to (1) lawn mowing, (2) weeds and (3) turf disrepair are subject to violation notices between May 1st and October 31st. For the 6-month period between November 1st and May 1st, violation notices will not be issued for such deficiencies. Yard maintenance-related violations that remain open as of October 31st will be carried forward and treated as a continuous violation when such deficiencies are subject to inspection beginning after May 1st. Conversely, yard maintenance-related violations that are closed as of October 31st will not be carried forward and classified as a continuing violation when yard maintenance deficiencies become subject to inspection again beginning on or after the subsequent May 1st.
32. Weed Violations: When Owners receive a violation notice regarding excessive weeds (e.g. weeds in the lawn, weeds in the rockbeds, weeds in the driveway, weeds throughout the Lot), Owners must correct such violations by removing such weeds. Applying chemicals and/or cutting down the height of weeds do not constitute correction of such violations.
 - a) The Board encourages Owners to carry out preventative measures (e.g. apply weed and feed to lawns, install/replace weed barriers, spray weed killing chemicals on rockbeds, sidewalks, driveways) to reduce the risk that an excessive amount of weeds exists on their Lots. However, when an excessive amount of weeds already exists on a Lot, the application of chemicals alone fails to properly address the issue of an unsightly Lot with an excessive amount of weeds.
 - b) Owners are required to remove weeds regardless of whether the Owners intend to purposefully incorporate such weeds (e.g. "manicured" or trimmed weeds) into the overall landscaping plan for their Lot.

- c) Weeds are defined in accordance with the Colorado-state listed Noxious Weed list as published by the Colorado State University CoOp Extension and includes all variations of dandelions, oxalis and bindweed.
33. Turf Disrepair: The application of seed, fertilizer or other chemicals does not constitute a correction of a turf disrepair violation. Such actions are merely actions taken by an Owner to restore the damaged turf. Correction of a turf disrepair violation only occurs when the turf has returned to an acceptable condition as determined by the District.
34. Backyard Landscaping Maintenance Enforcement: For backyards that are visible to the public from public points of view (e.g. streets, sidewalks, open spaces), the District will issue violation notices if any such backyards fail to substantially comply with the requirements of the covenants and/or Design Guidelines. For backyards that are not visible from public points of view, the District will issue violation notices if (1) any such backyards fail to substantially comply with the requirements of the covenants and/or Design Guidelines and (2) a verifiable complaint is received from an Owner. A verifiable complaint is defined as a complaint from an Owner who provides the District with photos or other means to visually verify whether the Lot subject to the complaint is in violation of the covenants and/or Design Guidelines.
- For backyard violations that require the District representative to visually verify the violation from another Owner's Lot, the Owner in violation is required—after receiving the violation notice—to provide the Board with evidence in the form of photos of the corrected violation or access to the Lot for inspection. The District may advance the violation in accordance with this Resolution if the Owner fails to provide the Board with satisfactory evidence that the violation has been corrected.
35. Violations Regarding Noxious Odors from Marijuana: Violation notices regarding noxious odors caused by marijuana plants may be closed if the Owner of the Property in Violation provides a written representation to the District that either no marijuana is being grown on the Property or the Property complies with City, County and State regulations regarding marijuana grow operations. If the Property is subsequently cited by any governmental entity for failing to comply with City, County or State regulations regarding the growing of marijuana on the Property, the Board will retroactively assess fines on the Property Account in accordance with this Policy and such violation will be considered as posing a threat to public health and safety. Fines will be retroactively assessed back to the original violation date, unless facts and circumstances provided to the Board indicate that fines should be retroactively applied to a different date at the Board's sole discretion.
36. Noise/Odor Violations: The respective Declarations prohibit "unreasonably offensive" sounds or odors to originate from any Lot. The District will issue a violation notice to an Owner of a Lot when one or more Owners submit a complaint regarding unreasonably offensive or disturbing noises or odors originating from such Lot. Violations will be advanced if two or more complaints are subsequently submitted by Owners of two or more Lots within 8 weeks of issuing the previous violation. The District defers all complaints regarding barking dogs to the City's animal control or police.
37. Livestock and Poultry Restrictions: The Declaration prohibits livestock and poultry from being raised, bred or kept on any Lot. Owners are allowed to maintain up to three domesticated animals on a Lot. Pygmy goats, miniature goats, dwarf goats and chickens of any kind are considered a nuisance

(due to an unreasonable amount of noise and/or odor) and are consequently prohibited from being maintained on a Lot.

Miscellaneous Policies

38. Other Enforcement Means. This Policy is adopted in addition to all other enforcement means which are available to the District through the Declaration and Colorado law. The use of this Policy does not preclude the District from using any other enforcement means.
39. Advice and Direction: Neither the Board nor its agents are responsible for or required to provide Owners with advice or direction on how to maintain their Lots. Owners are responsible for acquiring the knowledge, tools, experience and/or assistance necessary to ensure their Lots are adequately maintained in accordance with the covenants, conditions and restrictions contained in the Declaration.
40. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the respective Declarations shall have the same meaning herein.
41. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the laws of the State of Colorado.
42. Amendment. This Policy may be amended from time to time by the Board.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Banning Lewis Ranch Metropolitan District No 5, certifies that the foregoing Resolution was adopted by the Board of Directors of the District, at a duly called and held meeting of the Board of Directors on July 17, 2026 in witness thereof, the undersigned has subscribed his/her name.

Banning Lewis Ranch Metropolitan District No 5

By: _____
Steve Langer, Board President

ATTEST:

Susan Greulich, Board Secretary

Exhibit 06

Banning Lewis Ranch Metropolitan District No 5
Check Register
06/30/2026

Payment Date	Check #	Payee	Amount	Payment Description
4/3/2026	100000	Paul C. Rufien, P.C.	15,210.00	General Legal Consulation Fees
4/3/2026	100001	Seter & Vander Wall, PC	1,377.01	General Legal Consulation Fees
4/3/2026	100002	El Paso County	615.66	Board Election Expenses
4/3/2026	100003	Wolfersberger, LLC	27,349.91	Management Service Fees
4/8/2026	100004	Seter & Vander Wall, PC	4,299.00	General Legal Consulation Fees
4/16/2026	1	El Paso County	615.66	2025 TABOR Election
5/7/2026	100000	Seter & Vander Wall, PC	176.28	General Legal Consulation Fees
5/18/2026	2	Steven and Rosemary Langer	84.41	Board meeting expenses
5/26/2026	100001	Paul C. Rufien, P.C.	9,220.00	General Legal Consulation Fees
6/5/2026	100002	Seter & Vander Wall, PC	1,813.00	General Legal Consulation Fees
6/9/2026	3	Town & Country Title Services, LLC	7,000.00	Foundation fee
6/17/2026	100003	ABC Custom Iron & Locksmith, Inc	2,111.41	Entrance Gate Maintenance
Check #100000 - 100003 & #2 - 3 = \$20,405.10				

Exhibit 07



PROPOSAL FOR ARCHITECTURAL DESIGN SERVICES

PROPOSAL DATE: May 7, 2026

CLIENT:

Banning Lewis Ranch HOA
Sue Gruelich
(443) 717-0660

PROJECT NAME/LOCATION

Sales Office Conversion
(Schematic Presentation)

Banning Lewis Ranch
9158 Braemore Heights
Colorado Springs, CO

ShouDesign, LLC

C. 719-400-1114

<https://ShouDesign.com/>

*This Agreement is the offer of ShouDesign, LLC (herein referred to as "the Architect"), to perform the consulting services described in this Proposal. Acceptance by the Client is strictly limited to this Proposal and the attached **Terms and Conditions** for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed.*

This Agreement supersedes all prior written proposals, and/or negotiations not referenced herein, between the parties and are expressly conditioned upon the Client's agreement of the attached Terms and Conditions. This Agreement may only be modified in writing and executed by both parties.

PROJECT SUMMARY:

This is a proposal for architectural design services to provide presentation schematic floor plans to depict four potential uses and layouts for the existing (approx. 2,400sf) sales office building:

- 1) A clubhouse use with minimal changes to the existing layout.
- 2) A clubhouse use with substantial changes to the existing layout which includes demolition of many interior partitions/rooms to create a more open area within the existing building.
- 3) A gaming/recreational use with minimal changes to the layout.
- 4) Convert the sales office to a gym/exercise area – relocating existing fitness equipment from the current gym area into the existing building.

ARCHITECTURAL DESIGN SERVICES

PREDESIGN SERVICES

- Discuss project scope with Client
- Research existing suite documentation per PPRBD records
- Visit project site, observe/document existing conditions

Schematic Design Phase

Schematic design phase services include:

- Assess applicable Building Code and life safety impact of the design options listed.
- Prepare preliminary presentation floor plans for each of the design options listed.
- Consult with a mechanical, plumbing, and electrical engineer. Engineering input will be provided in a narrative format to describe the impact of each design option for anticipated power demand lighting modifications, HVAC - air conditioning and ventilation, restrooms and/or other plumbing adjustments that may be necessary.
- Architect may meet with Community representatives as needed (via online conferencing applications) to refine the plans as needed.
- Architect may meet in person at the BLR community up to (2) two times, if needed.

- Architect will participate in one community meeting, time and date TBD, to present the selected design options to the Community.

Construction Document Phase - Not applicable. TBD

Construction Administration Phase – Not applicable. TBD.

Interior Design Services – Not included. If interior design support is requested – including finish material and color selections, furniture, or other FFE selections. References may be provided to assist in selecting an interior design team to support the schematic design and presentation process.

DELIVERABLES

Schematic Design Phase

- Digital (PDF or JPG format) plans will be the primary plan format for discussion and design development purposes. 11x17 standard prints may be provided for discussion purposes.
- Presentation prints may be provided at the Community direction, as an additional (reimbursable) cost.

COMPENSATION

ARCHITECTURAL DESIGN FEE SCHEDULE:

Architecture	ShouDesign, LLC	\$2,000.00
Mech/Plumb/Elec Eng	Chiartano Engineering	\$1,000.00
Total		\$3,000.00

This fee is then allocated to each phase of the work as follows:

OTHER DESIGN SERVICES AND FEES:

Any/all permit review or other fees required by local authorities are not included in this design fee.

Principle Architect Hourly Rate: \$120 / Hour
Architectural Drafting Hourly Rate: \$70 / hour

Reimbursable Expenses: AT COST X 10%
(Reimbursables include prints/reproductions, shipping, filing fees or other expenses incurred on behalf of client)

3D Renderings / Perspective Views: TBD, if requested

Exclusions Note:

The Architect's Scope of Services does not include City permit or planning submittals, solar or other green energy systems design, fire suppression, septic design, low voltage/access control systems, geotechnical or civil engineering. If applicable, existing conditions shall be investigated by others for any asbestos containing or other hazardous materials within the scope of work area. See the included Standard Terms and Conditions for more information.

TERMS AND CONDITIONS

1. ENTIRE AGREEMENT

This Agreement is the offer of **ShouDesign, LLC** (herein referred to as "the Architect"), to perform the consulting services described in the attached Scope of Services. Acceptance by the Client is strictly limited to the attached Proposal and these Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed.

This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

2. SERVICES TO BE PERFORMED

The services to be performed are described in the preceding Scope of Services. Unless otherwise specified in the Scope of Services or the Terms and Conditions, the Architect shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Scope of Services and in accordance with the target schedule.

3. COMPENSATION

Fee. The attached Architectural Services Proposal describes the tasks, phases and compensation terms.

Travel Time. In the event that the project requires the Architect to travel to the project site or other locations as specified in the contract, travel time shall be considered billable time unless indicated otherwise. The Client shall reimburse the Architect for travel-related expenses, including transportation, accommodations, meals, and other reasonable expenses incurred during travel.

Terms of Payment. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payments are due upon the Client's receipt of invoice. Any phase-related major deliverables shall be released and distributed by the "Architect" upon receipt of payment. Amounts that are unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month. A minimum finance charge of \$10.00 shall be assessed on all overdue payments.

Method of Payment. The Client shall make payments to the Architect according to the agreed-upon payment schedule outlined in the contract. Acceptable methods of payment include (bank transfers, checks, or other mutually agreed-upon payment methods). Payment shall be made in United States Dollars (USD) or as otherwise specified in the contract.

Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those which the Architect is adjudged to be liable.

Suspension. If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

4. ADDITIONAL SERVICES

All Additional Services shall be approved by the Client and the Architect in writing prior to proceeding. The following are Additional Services that are not specified above and are considered beyond the basic Scope of Services.

Redesign to meet Project Budget Costs. The Client is responsible to establish Project Budget Costs and obtain required cost estimates. The Architect shall not be liable to redesign to meet the project budget costs. If redesign is required due to revised or miscalculated project budget costs furnished by a third party, the time required to revise shall be considered Additional Services.

Public Hearings / Municipal Filings. In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), the Architect shall invoice the Client on an hourly basis for both the preparation and time spent at the meeting. The Architect shall not be required to file drawings with the Building Department or pay any municipal fees.

Engineering. If Engineering Services are incorporated into the Scope of Services, and it has been determined that the Engineer (or subconsultant) has made an error or omission, the Client shall seek legal remedy from the Engineer (or subconsultant) directly, without participation by the Architect, unless stated otherwise in the Scope of Services.

Coordination of Consultants' and/or Client's Work. Any coordination of Work performed directly by the Client or work performed by consultants hired by the Client, including but not limited to structural engineers, mechanical engineers, landscape designers, interior design consultants, audio/video consultants, lighting designers, etc., shall be considered Additional Services.

Fees for Additional Services. The Architect may provide Additional Services beyond those listed in the Scope of Services on an hourly basis. Unless otherwise indicated in writing the fee for additional services shall be billed hourly.

Reimbursable Expenses. Reimbursable expenses shall include, but not be limited to, consultants' fees, printing, reproductions, bulk copying, photographic services, long distance telephone calls, postage, shipping, delivery, long distance travel expenses, lodging, meals and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Project Architect at cost, unless a specific cost is listed below:

Project Budget. The Client shall establish a budget with reasonable contingencies that meets the project requirements. The project budget shall be established by the Client prior to the Architect proceeding with the Scope of Services. The Architect shall make reasonable efforts to design within the established budget. However, the Client acknowledges that changes to the scope of work, labor cost and other inflationary financial pressures outside of the Architect's control may impact the project budget.

In such cases, the Architect shall provide the Client with timely notifications of potential budget implications and collaborate with the Client to find suitable alternatives or adjustments to the project scope or budget. The Client shall establish a budget with reasonable contingencies that meet the project requirements. The project budget shall be established by the Client prior to the Architect proceeding with the Scope of Services.

Cost Estimates. The Architect and its consultants do not warranty, guarantee or certify the construction cost for the project or any part of the project.

CLIENT'S RESPONSIBILITIES

Consultants. The Architect will coordinate with the engineering and/or other design professionals as agreed to by the Client.

SCHEDULE

The Project Architect shall commence work on this project within a mutually agreed upon schedule for the delivery of the project.

Delays. The Architect shall make every reasonable effort to complete the architectural services within the agreed-upon project timeline. However, the Architect shall not be held responsible for project delays caused by factors beyond their control, including but not limited to acts of God, changes requested by the Client, delays in receiving necessary information or approvals from third parties, or unforeseen site conditions. In the event of a delay, the Architect shall promptly notify the Client and work collaboratively to mitigate the impact and adjust the project schedule as necessary.

Professional fees developed for this project shall be based on this schedule. Modifications, such as accelerated schedules, project delays or extensions, which are not under the control of the Project Architect, are subject to an increase in the Architect's compensation.

If, through no fault of the Architect, the Scope of Services has not been completed within twelve (12) months of the date first specified on the Letter of Agreement, compensation for the Architect's services beyond that time shall be considered Additional Services.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain mutual copyrights, ownership of and property interest therein with the Client. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold the Architect harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through the Client.

Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by the Architect's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of the Architect.

PUBLICITY

Photography. The Architect reserves the right to photograph the completed project for professional purposes, including but not limited to portfolio, marketing, and publication. Prior to any photography, the Architect shall seek the Client's permission and ensure that any sensitive or confidential information is appropriately safeguarded. The Architect and its consultants shall have the right to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

INDEMNITY AND LIMITATION OF LIABILITY. For any damage on account of error, omission or other professional negligence, the Architect's liability shall be limited to the Project Architect's fee received under this Agreement.

Waiver of Consequential Damage. The Architect and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Hazardous Substances. The Architect shall not be responsible for the identification, removal, testing and/or certification of removal relative to any hazardous substance including, but not be limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead, and any other similar substances.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When architectural services are required to address these conditions, those services shall be deemed Additional Services.

STANDARD OF PRACTICE

Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

BINDING DISPUTE RESOLUTION

Mediation. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns. Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. The Mediation shall take place in Colorado. The Parties shall participate in the mediation in good faith and shall share the costs of the mediation equally.

MISCELLANEOUS PROVISIONS

Change Requests: All change requests must be submitted in writing by the Client. The Architect shall review and respond to change requests within a reasonable time frame, providing an assessment of the impact on project timelines, deliverables, and fees. Any changes to the scope of work shall require written approval and may result in adjustments to the project schedule and fees.

Substitutions. Any proposed substitutions for materials, equipment, and/or products due to: lead time constraints, product discontinuation/unavailable, or for unforeseen circumstances necessitating redesign or review by the design professional shall incur additional charges at standard hourly billing rates.

Confidential Information. The Architect acknowledges the confidential nature of the Client's project information and shall exercise reasonable measures to protect and maintain the confidentiality of such information. The Architect shall not disclose, reproduce, or use any confidential information without the prior written consent of the Client, except as necessary for the execution of architectural services.

Termination. Either party may elect to terminate this Agreement with not less than seven (7) days' notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Client shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration portion or phase of the work.

Proposal Validity. This Proposal shall remain in effect for thirty (30) days from the Proposal Date. If not executed within this period of time, this Proposal may be deemed null and void by the Architect.

Method and Means of Construction. The Architect and its consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) executed by both parties.

Storage of Materials. The Contractor is responsible for the storage and proper protection of materials. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination.

Force Majeure: Neither party shall be held liable for any failure or delay in the performance of their obligations under this contract due to events beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government actions, or any other event classified as force majeure. In the event of such circumstances, both parties shall make reasonable efforts to mitigate the impact on the project and shall communicate promptly regarding any necessary adjustments to the project schedule or deliverables.

Severability. In the event that any provision of this contract is deemed invalid, unenforceable, or contrary to applicable laws or regulations, such provision shall be severed from the contract, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The parties shall negotiate in good faith to replace the severed provision with a valid provision that reflects the original intent of the contract.

END OF TERMS AND CONDITIONS

ACCEPTANCE OF PROPOSAL

The aforementioned Project Summary, Scope of Design Services, Compensation and the attached Standard Terms and Conditions for Architectural Services are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above.

Accepted by:

Accepted by:

Authorized Client Representative

Jason Shoudis (ShouDesign, LLC)

Date: _____

Date: _____

Sales Office Committee

Survey Polling input on proposed ideas

- For Retreat homeowners only
- Not for renters
- For trust agreements, there is no practical way for us to identify who is on the deed
- For partners, spouses, siblings, and parent/child arrangements, there is no practical way to verify who is on the deed.
- Some partners or spouses share emails
- Adult children living in their parent's home should not have a vote.

Therefore, the most straightforward way to handle a survey poll is to allow each Retreat household one vote; i.e., one vote per \$288 fee paid. The emails for this will be provided by Wolfersberger. They will supply the primary email tied to the property.

Exhibit 08

Finance Committee Report

July 2026

The committee met Monday July 6th.

Per Scope of the Committee

- *“The committee is responsible for reviewing and providing guidance for financial matters. The committee assures internal controls, independent audit, and financial analysis for the organization. The Finance Committee reviews all financial statements and reports on financial activity to the full board.”*
- o The committee reviewed invoices through March 2026 which were received from CLA accounting in June 2026.
- o This included the General Ledger, invoices and the BlueStar submitted invoices. Some invoices were referred to the Facilities Committee and some general ledger/spreadsheet items were referred back to MD 1 for clarification/further detail.
- o The “\$288” document was updated to reflect the 2026 **transition** year budget and it is recommended this be posted on the BB Service website.

- The Finance Committee confirmed that a Club Support budget line item is in the 2026 BlueStar contract and in the 2026 MD 1 submitted Budget (SRF LifeStyle Experience-Member/Club Support).
- KPIs /Performance Measures. Fiscal measures for the “top three” and ColoradoScapes contracts were discussed. Ways to solicit community input during the drafting were also discussed.
- 2026 current contracts and 2025 company invoices have been identified. Finance Committee recommends any new services/contracts obtained by MD 1 for ONGOING services or services not anticipated to be completed by the Fall be transferrable.
- The Reserves as the third component of the budget continues to be developed including identification of options to formally fund the reserves annually. Wolfersberger will assist in setting up this new budget structure so it is in place once the separation is completed.
- Finance Committee members made themselves available at the Barn in June to answer resident fiscal questions and assist in transition to the new monthly payment options.
- Cost Containment measures have been implemented for 2026 (like Fix price services) and are projected to meet the requirement of funding a balanced budget.

Board Notice: The Finance Committee is anticipating more timely information from Wolfersberger and has moved its regular meetings one week earlier to one and a half weeks before the Board meeting. Some additional budget planning sessions will probably be needed in August through October.

The Committee continues development of a proposal to amend the MD 5 2026 Budget.

Metro District 5 (The Retreat)

7/06/2026

How is the monthly fee of \$288 allocated for Retreat Operating Expenses in 2026?

The expenditures for 2026 are based on a forecast developed from historical data, contracts with vendors and planned expenses. We expect the forecast to be adjusted as actual financials are known as the year progresses. See Expenditure Graph on Page 1.

Expense Categories	Monthly Fee	% of Total
Operations and Maintenance	\$ 140	48.7%
Community Amentities	\$ 93	32.1%
General and Administrative	\$ 55	19.1%
Total	\$ 288	100.0%

Expense Category Detail	2026 Forecast Expenses	Monthly Fee	% of Total
Operations and Maintenance			
Landscape Maintenance/Enhancements/Repairs	\$ 554,532	\$ 70	24.3%
Snow Removal	\$ 287,215	\$ 36	12.6%
Trash Collection	\$ 120,405	\$ 15	5.3%
Street , Paver, Sidewalk Maintenance	\$ 95,000	\$ 12	4.2%
Handyman, Gates/Fences Maintenance/Repairs	\$ 55,050	\$ 7	2.4%
Total Operations and Maintenance	\$ 1,112,202	\$ 140	48.7%
Community Amenities and Services			
Lifestyle Experience (BlueStar)			
Lifestyle Experience - Salaries and Benefits	\$ 248,378	\$ 31	10.9%
Lifestyle Experience - Events/Activities	\$ 118,580	\$ 15	5.2%
Lifestyle Experience - Management Fee	\$ 54,000	\$ 7	2.4%
Lifestyle Experience - Office/Clubs/Misc	\$ 45,569	\$ 6	2.0%
Subtotal Lifestyle Experience	\$ 466,527	\$ 59	20.4%
The Barn Facility			
Barn Operations and Maintenance	\$ 38,957	\$ 5	1.7%
Barn Cleaning , Pest Control/Utilities	\$ 57,861	\$ 7	2.5%
Barn Insurance	\$ 32,661	\$ 4	1.4%
Subtotal Barn Operations and Maintenance	\$ 129,479	\$ 16	5.7%
Swimming Pool	\$ 100,000	\$ 13	4.4%
Pickleball Courts, Bocce Ball, Dog Park	\$ 36,989	\$ 5	1.6%
Total Community Amenities and Services	\$ 732,995	\$ 93	32.1%
General and Administrative			
District Management (CLA/Wolfersberger)	\$ 157,522	\$ 20	6.9%
Accountng/Auditing/Billing	\$ 140,478	\$ 18	6.2%
Legal/Election	\$ 83,983	\$ 11	3.7%
Community Management (Covenant Enforcement)	\$ 28,719	\$ 4	1.3%
Other Admin Expenses	\$ 25,623	\$ 3	1.1%
Total General and Administrative	\$ 436,325	\$ 55	19.1%
Total Operating Expenditures	\$ 2,281,522	\$ 288	100.0%

The monthly fee is allocated based on the category percentage of the total operating expenses.

For Example:

Snow removal is 12.6% of our total expense forecast for 2026. Therefore \$36 of the \$288 monthly fee is for snow removal.

Metro District 5 (The Retreat)

7/06/2026

The expenditures for 2026 are based on a forecast developed from historical data, vendor contracts and planned expenses. Expenses include transition expenses of duplicate services, legal fees and other costs. We expect the forecast to be adjusted as actual 2026 financials are known.

REVENUES

Operating Fees (Resident Fees)	\$ 1,990,944	79.6%
Property Taxes - Operations	\$ 455,049	18.2%
Interest Income	\$ 35,661	1.4%
Other Income	\$ 19,300	0.8%
Total Revenues	\$ 2,500,954	100.0%

Operating Fees are based on the Retreat being fully built out by June, 2026 with 585 homes. Property Taxes are based the mill levy for operations and assessed by the County. Interest Income is based on prior year earnings. Other income includes rental fees, FOB and RFID stickers and miscellaneous income.

Expenditures

Operations and Maintenance	FORECAST	
Landscape Maintenance/Utilities	\$ 554,532	24.3%
Snow Removal	\$ 287,215	12.6%
Trash Removal	\$ 120,405	5.3%
Street/Sidewalk Repairs	\$ 95,000	4.2%
Other Maintenance	\$ 55,050	2.4%
Total Operations and Maintenance	\$ 1,112,202	48.7%

Community Amenities and Services

Lifestyle Experiences (Blie Star)	\$ 466,527	20.4%
Barn Facilities Operations and Maint	\$ 129,479	5.7%
Swimming Pool	\$ 100,000	4.4%
Pickleball Courts, Bocce Ball, Dog Park	\$ 36,989	1.6%
Total Community Amenities and Services	\$ 732,995	32.1%

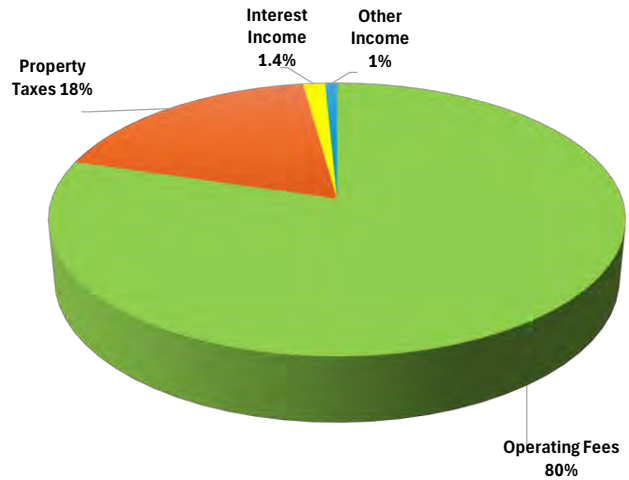
General and Administrative

District Management (Wolferberger/CLA)	\$ 157,522	6.9%
Accounting/Billing/Auditing	\$ 140,478	6.2%
Legal/Election	\$ 83,983	3.7%
Community Mgmt (Covenant Enforcement)	\$ 28,719	1.3%
Other Administrative	\$ 25,623	1.1%
Total General and Administrative	\$ 436,325	19.1%
Total Expenditures	\$ 2,281,522	100.0%

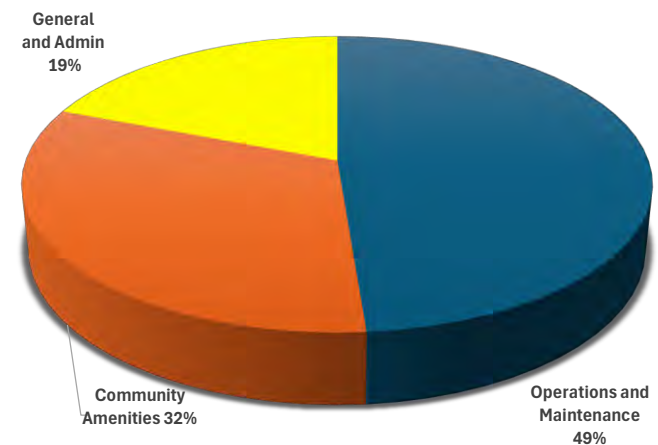


Monthly fees collected in 2026 will total \$1,990,944, not enough to cover operating expenses of \$2,281,522. The balance of the expenses are covered by the operating and maintenance property taxes \$455,049. Any monies remaining after expenses are paid is contributed to the Reserve Fund to be used for future Reserve Fund expenditures.

Revenue Forecast 2026



Expenditure Forecast 2026



Finance Committee Operations Projection Summary - May 2026

(All numbers in \$000s)

	2026 Budget	<i>Change</i>	2026 Projected	<i>Change</i>	2027 Projected
Total Revenues	2,501	8	2,509	86	2,595
General and Administrative	366	64	430	(149)	281
Operations and Maintenance	1,063	121	1,184	9	1,193
Lifestyle Experience	484	11	495	-	495
Barn and Pool	232	13	245	5	250
Reserves and Special Projects	250	(71)	180	(8)	171
Total Expenses	2,395	139	2,534	(144)	2,390
Change in Fund Balance	106		(25)		205

Finance Committee Operations Projection Summary - July 2026

(All numbers in \$000s)

	<i>Change From May</i>	2026 Projected	<i>Change From May</i>	2027 Projected
Total Revenues	(8)	2,501	(243)	2,352
General and Administrative	6	436	(0)	281
Operations and Maintenance	(72)	1,112	(39)	1,154
Community Amenities	(7)	733	5	750
Special Projects	(152)	27	(171)	-
Total Expenses	(225)	2,309	(205)	2,185
Change in Fund Balance		192		167

Finance Committee Maintenance Reserve Fund Projection Summary - July 2026

Transfer from Excess Ops Fund Balance	TBD	TBD
Transfer from Current Ops Revenues	-	238
Total Revenues	-	238
Total Reserve Projects	156	171

The primary changes from May to June are:

- (1) We have CLA actual results for Jan - Mar, and WLF actual results for Jan - Apr.
- (2) With more eyes and analysis, we improved our estimates.
- (3) Transitioning in 2026, we are moving Maintenance Reserve funding and projects to a new Fund.

Finance Committee Operations Projection Summary - July 2026

Introduction to Reserves

(All numbers in \$000s)

	2025 Actual	2026 Projected
Ending Fund Balance	1,075	<i>Working on it</i>
Allocations		
TABOR Reserve - 3% of greater of budgeted and actual expenses, rounded to next \$100	62	
Operations Reserve - 1.5 months of greater of budgeted and actual expenses, rounded to next \$100 <i>(1.5 / 12 = 12.5% of expenses)</i>	259	
Maintenance Reserve - Residual <i>(Corresponds to 2024 reserve study)</i>	754	

MD 5 Vendor Listing 2024 Q4 - 2026

(Through Invoices Received 6/11/2026)

Vendor Name	Cont / Convert to W	Contr / Engage Letter	Alloc Direct Both		Primary Purpose	Notes	2026 Contract	Asset	Warranty
				x					x
A-1 Backflow Testing		N	D		Barn - Ops & Maint	Backflow test for Barn sprinklers (?) last completed 10/2024.			
ABC Custom Iron & Locksmith		N	D		Gates	RFID gate access spec project, other gate repairs, one call was charged to Pool - Ops & Maint. Service calls include travel and tolls from Denver. At one time, Mountain Fox Garage Doors was mentioned as a possible local vendor - but haven't been used since 12/2025.			
All Phase Restoration Co Springs		N	D		Barn - Roof	Repairs to the Barn's metal roof and ceiling tiles (\$7,190 of roof repairs were transferred to the General Fund but not the ceiling tiles).			
Aquatic Paradise Pools and Spas	Y	Y	D		Pool - Ops & Maint	Unspecified pool repairs labor (6/2025). They were awarded the contract for Apr-May 2026 pool repairs and the contract for 2026 maintenance starting 4/2026.			
Arrow Locksmith & Maintenance		N	D		Handyman Services	Barn punchlist items, pedestrian gate repair.			
Arrowhead Spa and Pool		N	D		Pool - Ops & Maint	Regular pool servicing and treatments, pool repairs through 3/2026.			
Ballard Spahr		EL	D		Legal	Legal counsel for IRS audit of bond issuance (completed).			
BiggsKofford		EL	D		Audit	Provided audit of MD5 financial stmts. Their engagement letter was not renewed for 2026 audit work.			
Blue Mountain Electric		N	D		Electrical Contractor	One-time pulling wires for Dublin gate and lighting 7/2025.			
Bluestar Resort and Golf	Y	Y	D		Lifestyle Services	Beginning for 2026.			
City Glass Company		N	D		Glass Replacement	One-time replacement of glass window in fitness room.			
City of Colorado Springs	Y	N	D		Landscape - Utilities	Stormwater.			
CliftonLarsonAllen		EL	B		Management Services	Public Administration, Accounting, Billing, Software Services to both MD1 and MD5 prior to 2026; MD1 only starting in 2026.			
CNA Surety		N	D		Insurance	Had for 12/1/2024-12/1/2025 surety insurance (through Western Surety Co), Not renewed for 2025 (Per Dylan and Colin, not needed with comprehensive crime coverage).			
Colorado Pool Designs		N	D		Pool - Ops & Maint	One-time 3rd party review of pool (engineer's report).			
Colorado Special Districts Property and Liability Pool	Y	N	B		Insurance	General liability, workers' compensation insurance billed directly to MD5. Barn property insurance is part of the MD1 coverage and allocated to MD5. SDA membership required.			
Colorado Springs Utilities	Y	N	D		Landscape - Utilities	Electric, gas, water, wastewater. Stormwater collected for 3 accounts on behalf of City of Colorado Springs.			

MD 5 Vendor Listing 2024 Q4 - 2026

(Through Invoices Received 6/11/2026)

Vendor Name	Cont / Convert to W	Contr / Engage Letter	Alloc Direct Both		Primary Purpose	Notes	2026 Contract	Asset	Warranty
				x					
Colorado Springs Utilities	Y	N	A		Landscape - Utilities	6490 Vista Del Tiera sprinklers (electric, water, stormwater) has shared meter with Dist 4 - consider separating lines. Electric and stormwater all to MD5; water split 50/50%.			
ColoradoScapes.com	Y	Y	B		Amenities - Pickleball	Pickleball court maintenance and snow removal.			
ColoradoScapes.com	Y	N	D		Various	Landscaping remediation, special projects (PB gates), paver repairs. 2025 includes allocation for parks, playgrounds, misc maintenance contract (removed for 2026).			
Coro Medical		N	D		AED Installation	One-time installation of 2 AEDs in 2025.			
Creative Hardscape Company		N	D		Paver Repair	One-time shared driveway paver repair 3/2025.			
DeCarlo's Painting		N	D		Handyman Services	Gate repairs (footers and posts), painting steps.			
DK Enterprises dba Peak Surveys	Y	Y	D		Surveys	Resident pulse surveys.			
DoorKing	Y	N	D		Gates	VoIP and data subscriptions for gates (compare with StratusIQ).			
Elevated Views		N	D		Barn - Ops & Maint	Solar shades for Barn (special project) 1/2025.			
Fireplace Pros		N	D		Barn - Ops & Maint	Barn fireplace repair and maintenance.			
Fusion Sign and Design		N	D		Signs	Signs around the Retreat.			
Groundworks Colorado		N	D		Sidewalks	Sidewalk repair (10/2024).			
Haynes Mechanical Systems	Y	Y	D		Barn - Ops & Maint	HVAC quarterly maintenance contract.			
Haynes Mechanical Systems	?	N	D		Pool - Ops & Maint	Misc pool repairs (service calls).			
HBS / Waste Management	Y	Y	B		Trash Removal	Direct for Barn dumpster, allocated for households. Monthly rates per house increased 8/2025, 1/2026. Effective 7/2026, Waste Management assumed all HBS services.			
Highstreet Insurance & Financial Services	Cancel	?	?		Insurance	Insurance broker for CO Spec Districts Pools. This is a new name for 2026 renewal (was TCW Risk Management). CW recommends cancelling broker services after 2026.			
Holiday Grace Roofing		N	D		Barn - Ops & Maint	Barn roof repair (7/2024).			
Jake's Fencing Company		N	D		Fences	Did fence maint for dists 2, 3 in 2024-5, fence audit for Retreat in Oct 2025 (CLA said the inspected the Retreat but didn't find any issues???). They did some minor repairs in 2026 but haven't seen an invoice.			
Jan-Pro of Southern Colorado	Y	Y	D		Barn - Cleaning	Jan 2026 will drop to 1x per week plus mini clean - consider increasing, will need to add sales office later in 2026. Special and deep cleaning are extra.			

MD 5 Vendor Listing 2024 Q4 - 2026

(Through Invoices Received 6/11/2026)

Vendor Name	Cont / Convert to W	Contr / Engage Letter	Alloc Direct Both		Primary Purpose	Notes	2026 Contract	Asset	Warranty
				x					x
Landscape Endeavors	Y	Y	D		Landscaping	Annual contract, extra for repairs, replacements (aka enhancements), and winter watering.			
Landscape Endeavors	Y	Y	D		Snow Removal	Annual contract billed for time and materials, consider relaxing rules, or finding a way to reduce hand shovelling.			
Leak Detection of the Rockies		N	D		Pool Repairs	Completed pressure testing on pool skimmers 5/2026. It's not clear whether this was associated with the 2026 pool repair project.			
Level Up Concrete Repair		N	D		Streets	One-time for asphalt repair on Braemore 12/2025.			
MHC Datacomm		N	D		Barn, Gates	Inspected all gate locks and access points, replaced all non-working NDEs, added pull handles to exterior gates. Used 3-4/2026.			
Motion Picture Licensing Corp	Y	N	?		Motion Pict License	Annual license 5/1/2025-4/30/2026, need to review to make sure appropriate for the Retreat.			
Mountain Fox Garage Doors		N	D		Gates	May be a new (local) vendor to replace ABC Custom Iron for gate repairs and maintenance. Used once 12/2025.			
Mr Appliance of the Front Range		N	Y		Barn - Ops & Maint	Order parts to fix Marvel ice maker, to be installed later?			
Oakwood Homes		Y	D		Lifestyle Services	Oakwood Life (Lifestyle Services) 2025 and prior.			
Olson Plumbing & Heating		N	D		Pool - Ops & Maint	Pool repairs (typically service calls). The also did backflow testing and certification 11/2025 (perhaps replacing A-1 Backflow Testing?).			
Paul C Rufien	Y	EL	D		Legal	Special Counsel.			
Seal Coat Solutions		N	D		Streets	Barn parking lot and street asphalt repair, seal coating, crack filling (Fall 2024).			
Seter Vander Wall & Mielke	Y	EL	D		Legal	General Counsel.			
Skyway Greenery	Cancel	Y	D		Barn - Ops & Maint	Indoor plant care. We heard that the company closed and asked CLA to cancel the contract effective 1/2026 (and use volunteers instead). Contract is continuing for 2026.			
Smith Electric		N	D		Electrical Contractor	Pool repairs, replace Barn ceiling lights, maybe light repair (service calls).			
Special District Association	Y	N	D		Dues	May need to review billing criteria (Feb invoice). This was paid (to be reimbursed) by Wolfersberger for 2026.			
STRATUS IQ	Y	N	D		Gates	Phone and Internet for gates (compare with DoorKing).			
TCW Risk Management		?	D		Insurance	Insurance broker for CO Spec Districts Pools. Name changed to Highstreet Ins & Financial Svcs for 2026 renewal.			

MD 5 Vendor Listing 2024 Q4 - 2026		(Through Invoices Received 6/11/2026)								
Vendor Name	Cont / Convert to W	Contr / Engage Letter	Alloc Direct Both		Primary Purpose	Notes		2026 Contract	Asset	Warranty
UMB Bank	Y	Y	D	x	Bonds	Bond trustee fee for Ser 2018 A, B, & C bonds. Need to remove CLA from account and add Wolfersberger.	x			
Western States Fire Protection Co	Y	N	D		Barn - Ops & Maint	Annual monitoring service 7/2025-7/2026 and 7/2026-7/2027.				
YMCA	Y					This is new for 2026. Need to get the letter of engagment				
Wolfersberger	Y	EL	D		Management Services	Starting Jan 2026.				
NOTE: Will add handyman and exterminator once the invoices received										

Exhibit 09