

MARVELLA METROPOLITAN DISTRICT

2022 ANNUAL REPORT

Pursuant to Section VII of the Service Plan approved by the City of Centennial, Colorado on September 6, 2006, as amended by that First Amendment approved October 5, 2015, for Marvella Metropolitan District (the "District")¹, the District is required to provide an annual report to the City of Centennial, Colorado with regard to the following matters:

For the year ending December 31, 2022, the District makes the following report (the "2022 Annual Report"):

A. Boundary changes made or proposed as of December 31 of the prior year.

There were no boundary changes made or proposed in 2022.

B. Intergovernmental Agreements with other governmental entities entered into or proposed as of December 31 of the prior year. The District was a party to the following intergovernmental agreements as of December 31, 2022:

- *Intergovernmental Agreement* between Southgate Sanitation District and the District dated November 14, 2006, as amended by that certain First Amendment to Intergovernmental Agreement dated October 2, 2015.
- *Snow Removal License Agreement* between the City of Centennial and the District dated December 9, 2020.
- *Intergovernmental Agreement* between the Colorado Special District Property and Liability Pool and the District dated October 4, 2016.

No other intergovernmental agreements were entered into or proposed as of December 31, 2022.

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

On May 13, 2019, the Board of Directors of the District adopted the following: Resolution No. 2019-05-01 Acknowledging and Adopting the Covenants, Conditions and Restrictions for Marvella; Resolution No. 2019-05-02 Adopting the Policies and Procedures Governing the Enforcement of Covenants, Conditions and Restrictions of Marvella; and Resolution No. 2019-05-03 Adopting Design and Landscape Guidelines of Marvella. The foregoing rules and regulations are attached hereto as **Exhibit A**.

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

¹ The District was formerly known as Verona Estates Metropolitan District No. 1 and was originally organized in accordance with the Service Plan for Verona Estates Metropolitan District Nos. 1 & 2, as amended by the First Amendment to the Service Plan for Verona Estates Metropolitan District No. 1 (*now known as Marvella Metropolitan District*) and Verona Estates Metropolitan District No. 2. Verona Estates Metropolitan District No. 2 was administratively dissolved by order of the Arapahoe County District Court issued on April 29, 2016.

District Management has no knowledge of any litigation involving the District Improvements in 2022.

- E. Status of the District's construction of the District Improvements as of December 31 of the prior year.

As of December 31, 2022, construction of the District Improvements was complete.

- F. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

There were no facilities or improvements constructed by the District that were dedicated to or accepted by the City in 20221.

- G. The assessed valuation of the District for the current year.

The District's assessed valuation from the Arapahoe County Assessor is \$5,996,801.

- H. Current year budget.

The current budget does not contemplate any district improvements, only operations and maintenance. A copy of the District's 2023 Budget is attached hereto as **Exhibit B**. No public improvements are anticipated to be constructed by the District in 2023.

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

For 2022, the District filed an Application for Exemption from audit. The application was approved by the State Auditor's office. The Application is attached hereto as **Exhibit C**.

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

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

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

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

L. A summary of the financial ability of the District to discharge its existing or proposed indebtedness, including any decrease in such ability.

Please see the District's 2023 Budget, attached as Exhibit B, which reflects the District's ability to discharge its General Obligation Limited Tax Bonds, Series 2016A and Series 2016B (collectively, the "2016 Bonds"). On July 22, 2020, the District closed on a Loan with Vectra Bank in the amount of \$5,400,000 to refund the 2016 Bonds. Through the refinancing, the District reduced its interest costs.

EXHIBIT A
RULES AND REGULATIONS

RESOLUTION NO. 2019-05-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARVELLA
METROPOLITAN DISTRICT ADOPTING THE POLICIES AND PROCEDURES
GOVERNING THE ENFORCEMENT OF THE COVENANTS, CONDITIONS AND
RESTRICTIONS OF MARVELLA**

A. The Marvella Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Centennial, Colorado (the “**City**”).

B. The District operates pursuant to its Service Plan approved by the City Council of the City on September 6, 2006, as amended by that First Amendment to Service Plan approved by the City Council of the City on October 19, 2015, as the same may be further amended and/or modified from time to time (collectively, the “**Service Plan**”).

C. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”

D. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the District has the power “to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district.”

E. Century at Marvella, LLC (the “**Developer**”) has caused to be recorded the Covenants, Conditions and Restrictions for Marvella, recorded on January 4, 2016, at Reception No. D6000156, of the Arapahoe County, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Covenants**”) applicable to the real property within the District (the “**Property**”).

F. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District’s Service Plan, a metropolitan district may provide covenant enforcement within the district if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity.

G. The Covenants provide that it is the intention of the Developer to empower the District to provide covenant enforcement services to the Property.

H. Pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal rules and regulations concerning and governing the Property and the enforcement of the Covenants.

I. Pursuant to the Covenants, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions with respect to any violation(s) or alleged violation(s) of the Covenants.

J. The District desires to provide for the orderly and efficient enforcement of the Covenants by adopting rules and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MARVELLA METROPOLITAN DISTRICT, ARAPAHOE COUNTY, COLORADO THAT:

1. The Board of Directors of the District hereby adopt the Policies and Procedures Governing the Enforcement of the Protective Covenants of Marvella as described in Exhibit A, attached hereto and incorporated herein by this reference (“**Policies and Procedures**”).

2. The Board of Directors declares that the Policies and Procedures are effective as of January 4, 2016.

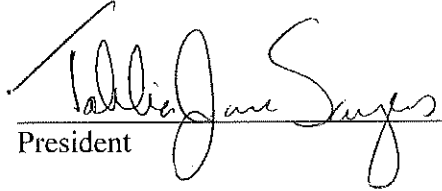
3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2019-05-02]

APPROVED AND ADOPTED this ____ day of _____, 2019.

**MARVELLA METROPOLITAN
DISTRICT**

By: 
President

Attest:


Secretary or Assistant Secretary

EXHIBIT A

**POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE
PROTECTIVE COVENANTS OF MARVELLA**

Preamble

The Board of Directors of the Marvella Metropolitan District (the “**District**”), has adopted the following Policies and Procedures Governing the Enforcement of the Protective Covenants of Marvella (“**Policies and Procedures**”) pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(m), and Section 32-1-1004(8), C.R.S. These Policies and Procedures provide for the orderly and efficient enforcement of the Covenants, Conditions and Restrictions for Marvella, recorded on January 4, 2016, at Reception No. D6000156 of the Arapahoe County, Colorado real property records, and as may be amended from time to time (the “**Covenants**”).

Pursuant to the Covenants, it is the intention of Century at Marvella, LLC (the “**Developer**”) to empower the District to provide covenant enforcement services to the residents of the District.

The District, pursuant to the provisions of its Service Plan, which was approved by the City of Centennial on September 6, 2006, and amended by that First Amendment to the Service Plan approved by the City of Centennial on October 19, 2015, as it may be further amended from time to time, and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violation(s) of the Covenants.

Unless otherwise specified, all references to the “District” made herein shall refer to the Marvella Metropolitan District and its Board of Directors. The District has retained a management company (the “**District Manager**”) to assist it in managing its affairs, including the assessment and collection of penalties for violations of the Covenants under these Policies and Procedures.

ARTICLE 1. SCOPE OF POLICIES AND PROCEDURES

1.1 Scope. These Policies and Procedures shall apply to the enforcement of the Covenants, including the Rules and Regulations and Design Review Guidelines adopted pursuant thereto, as well as any reimbursable costs incurred by the District for enforcing the Covenants and for correction of noncompliance with the Covenants, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash, and removal of non-complying landscaping or improvements.

ARTICLE 2. VIOLATIONS OF THE COVENANTS

2.1 Violations. Any Person violating any provisions of the Covenants shall be liable to the District for any expense, loss, or damage occasioned by reason of such violation and shall also be liable to the District for the penalties set forth in Article 2.3 below.

2.2 Notice of Violation. A Notice of Violation shall be sent upon a determination, following investigation, by the District Manager that a violation is likely to exist. Such Notice of Violation shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

a. Class I Violation: a violation that, in the sole discretion of the District, can be corrected immediately and/or does not require submission to, and approval by, the District of any plans and specifications. Class I Violations include, but are not limited to, parking violations, trash violations and other violations of the Covenants concerning annoying lights, sounds or odors. Class I Violations can in most cases be corrected within seven (7) days of notification. If the violation is not corrected within seven (7) days of notification, the District may take any appropriate action necessary to remedy the violation, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, and removal of trash, etc.

b. Class II Violation: a violation that, in the sole discretion of the District, cannot be corrected immediately and/or require plans and specifications to be submitted to, and approval by, the District prior to any corrective action. Class II Violations include, but are not limited to, violations of the Covenants related to landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within thirty (30) days of notification. If the violation is not corrected within thirty (30) days of notification, the District may take any appropriate action necessary to remedy the violation, including but not limited to, removing the non-complying landscaping or improvement.

2.3 Penalties. Penalties for violations of the Covenants shall be assessed as follows. Any penalties that have not been paid by the applicable due date shall be considered delinquent (the “**Delinquent Account**”).

- a. First Offense – Notice of Violation, no penalty
- b. Second Repeated Offense – Fee of up to \$100.00
- c. Third Repeated Offense – Up to \$250.00
- d. Continuing Repeated Violation – Up to \$500 each day violation continues (each day constitutes a separate violation).

ARTICLE 3. INTEREST

3.1 Interest. Interest charges shall accrue and shall be charged on all amounts not paid by the applicable due date, including delinquent penalties and any amounts expended by the District to cure a violation of the Covenants or amounts expended by the District to repair damages caused as a result of a violation of the Covenants. Interest charges shall accrue and shall be charged at the maximum statutory rate of eighteen percent (18%) per annum.

ARTICLE 4. LIEN FILING POLICIES AND PROCEDURES

4.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all Fees and Charges, until paid, shall constitute a perpetual lien on and against the Property to be served by the District. Except for the for the lien against the Property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Fees and Charges shall to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid

in full. All liens contemplated herein may be foreclosed as authorized by law at such time as the District in its sole discretion may determine. Notwithstanding the foregoing, the lien policies and procedures set forth herein shall be implemented in order to ensure an orderly and fair execution of the lien filing and collections process.

4.2 District Manager's Procedures. The District Manager shall be responsible for collecting Fees and Charges imposed by the District against the Property. In the event payment of Fees and Charges is delinquent, the District Manager shall perform the procedures listed below. Any Fees and Charges which have not been paid by the applicable due date are considered delinquent:

a. Fifteen (15) Business 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 District Manager's records. In the event the above mailing is returned as undeliverable, the District Manager shall send a second copy of the Reminder Letter to: (i) the Property; and (ii) the address of the last known owner of the Property as found in the real property records of the Arapahoe County, Colorado Assessor's office (collectively the "**Property Address**"). Said Reminder Letter shall request prompt payment of amounts due.

b. On the Fifteenth (15) Business day of the Month Following the Scheduled Due Date for Payment. A "Warning Letter" shall be sent to the Property Address requesting prompt payment and warning of further legal action should the Property owner fail to pay the total amount owing. Along with the Warning Letter, a summary of these Policies and Procedures, and a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the District Manager shall also be sent.

c. First (1) Business day of the Month Following the Postmark Date of the Warning Letter. Once the total amount owing on the Property, inclusive of Interest and Costs of Collections as defined below, has exceeded One Hundred Twenty Dollars (\$120.00) and the District Manager has performed its duties outlined in these Policies and Procedures, the District Manager shall refer the Delinquent Account to the District's General Counsel (the "**General Counsel**"). However, if the amount owing on the Delinquent Account is less than One Hundred Twenty Dollars (\$120.00), the District Manager shall continue to monitor the Delinquent Account until the amount owing on such account is One Hundred Twenty Dollars (\$120.00) or greater, at which point the Delinquent Account shall be referred to General Counsel. At the time of such referral, the District Manager shall provide General Counsel with copies of all notices and letters sent and a copy of the most recent ledger for the Delinquent Account.

4.3 General Counsel Procedures. Upon referral of a Delinquent Account from the District Manager, General Counsel shall perform the following:

a. Upon Referral of the Delinquent Account from the District Manager. A "Demand Letter" shall be sent to the Property Address, notifying the Property owner that his/her Property has been referred to General Counsel for further collections enforcement, including the filing of a lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the District Manager shall also be sent.

b. No Earlier Than Thirty (30) Business days from the Date of the Demand Letter. A Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall be sent to the Property Address of the Delinquent Account notifying the Property owner that a lien will be filed within thirty (30) days of the Notice of Intent to File Lien Statement postmark date.

c. No Earlier Than Ten (10) Business days from the Postmark Date of the Notice of Intent to File Lien Statement. A lien for the total amount owing as of the date of the lien shall be recorded against the Property with the County Clerk and Recorder's Office; all Fees and Charges, Interest, and Costs of Collection (as defined below) will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

ARTICLE 5. COSTS OF COLLECTIONS

"Costs of Collections" are generated by the District Manager and General Counsel's collection efforts. They consist of the following fixed rates and hourly fees and costs:

5.1 Action Fees. The following fixed rate fees shall be charged to a Delinquent Account once the corresponding action has been taken by either the District Manager or General Counsel:

a. Reminder Letter Fee. No charge for the Reminder Letter. This action is performed by the District Manager.

b. Warning Letter Fee. Fifteen Dollars (\$15.00) per Warning Letter sent. This action is performed by the District Manager.

c. Demand Letter Fee. Fifty Dollars (\$50.00) per Demand Letter sent. This action is performed by General Counsel.

d. Notice of Intent to File Lien Fee. One Hundred Fifty Dollars (\$150.00) per Notice of Intent to File Lien Statement sent. This action is performed by General Counsel.

e. Lien Recording Fee. One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.

f. Lien Release Fee. One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.

5.2 Attorney Hourly Fees and Costs. After a lien has been filed, all hourly fees and costs generated by General Counsel to collect unpaid Fees and Charges shall also be assessed to the Delinquent Account.

5.3 Recovery of Costs of Collections. In accordance with Section 29-1-1102(8), C.R.S., nothing in these Policies and Procedures shall be construed to prohibit the District from recovering all the Costs of Collections whether or not outlined above.

ARTICLE 6.
WAIVER OF INTEREST AND COSTS OF COLLECTIONS

6.1 Waiver of Interest. The District Manager and General Counsel shall each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Interest. Such action shall be permitted if either the District Manager or General Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of the penalties due. Notwithstanding, if the cumulative amount due and owing the District on the Delinquent Account exceeds One Thousand Dollars (\$1,000.00), neither the District Manager nor General Counsel shall have any authority to waive or reduce any portion of the Interest. In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) shall first submit a request for a waiver or reduction, in writing, to the District, and the District shall make the determination in its sole discretion.

6.2 Waiver of Delinquent Penalties and Costs of Collections. Neither the District Manager nor General Counsel shall have the authority to waive any portion of delinquent penalties or Costs of Collections. Should the Property owner desire a waiver of such costs, she/he shall submit a written request to the District, and the District shall make the determination in its sole discretion.

6.3 No Waiver of Future Interest. Any waiver or reduction of Interest or other costs granted pursuant to Sections 6.1 and 6.2 hereof shall not be construed as a waiver or reduction of future Interest, or as the promise to waive or reduce future Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the District, District Manager, or General Counsel, whether related to the Property in question or other properties within the District.

ARTICLE 7.
OPPORTUNITY TO BE HEARD

7.1 Opportunity to be Heard. Individuals who receive any notice or demand pursuant to these Policies and Procedures may request a hearing in accordance with the procedures set forth herein, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in the Covenants.

7.2 Hearing Process. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Covenants, as each now exists or may hereafter be amended.

a. Complaint. Complaints concerning the interpretation, application, or enforcement of the Covenants must be presented in writing to the District Manager, or such representative as he or she may designate. Upon receipt of a complaint, the District Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) business days after receipt of the complaint. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board of Directors of the District at a special or regular meeting of the District.

b. Hearing. In the event the decision of the District Manager or his representative is unsatisfactory to the complainant, the complainant may submit to the District a written request for formal hearing before a hearing officer (“**Hearing Officer**”), which may be a member of the Board of Directors or such other Person as may be appointed by the Board of Directors. Such request for a formal hearing must be submitted within twenty (20) business days from the date written notice of the decision of the District Manager or designated representative was mailed.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Policies and Procedures have been met, the Hearing Officer shall conduct a hearing at the District’s convenience but in any event not later than fifteen (15) business days after the submission of the request for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Policies and Procedures. Decisions of the Hearing Officer which impact the District financially will not be binding upon the District unless approved by the Board of Directors at a special or regular meeting of the District.

c. Rules. At the hearing, the Hearing Officer shall preside and the hearing shall be recorded. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any Person (including legal counsel) of his or her choice.

The complainant or his or her representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any Person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Hearing Officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The Hearing Officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Policies and Procedures that are the subject of the complaint. The Hearing Officer’s decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

d. Findings. Subsequent to the formal hearing, the Hearing Officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) business days after the date of the formal hearing.

e. Appeals. In the event the complainant disagrees with the findings and order of the Hearing Officer, the complainant may, within fifteen (15) business days from the date such findings and order were mailed, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relied and shall contain a brief statement of the complainant’s reasons for the appeal. The District shall compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing, (2) all exhibits or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and order. The District shall consider the complainant’s written request and the written record on appeal at its next regularly scheduled meeting held not earlier than ten

(10) days after the filing of the complainant's request for appeal. The District's consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo before the Board of Directors.

f. District Board of Directors Findings. The Board of Directors shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the Board of Directors' meeting at which the appeal was considered. The Board of Directors will not reverse the decision of the Hearing Officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

g. Notices. A complainant shall be given notice of any hearing before the District Manager, the hearing officer, or before the Board of Directors, by certified mail at last seven (7) business days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

h. Costs. All costs of the formal hearing and appeal processes shall be paid by the complainant, including, but not limited to, certified mailing, transcription of the recorded proceedings, and General Counsel fees.

ARTICLE 8. PAYMENT PLANS

8.1 Payment Plans. Neither the District Manager nor General Counsel shall have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Property owner desire to enter into a payment plan with the District, such owner shall first submit a written request to the District and the District shall make the determination in its sole discretion.

ARTICLE 9. RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the District Manager or General Counsel that would otherwise have been authorized by these Policies and Procedures are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 10. ADDITIONAL ACTIONS

10.1 Additional Actions. The District directs and authorizes 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 these Policies and Procedures.

ARTICLE 11.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

11.1 Acts Not Applicable. Protective covenant enforcement as described herein is not a consumer transaction and, therefore, is not subject to the Colorado Fair Debt Collection Practices Act or the Federal Fair Debt Collections Practices Act.

ARTICLE 12.
SEVERABILITY

12.1 Severability. If any term or provision of these Policies and Procedures is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of these Policies and Procedures as a whole but shall be severed herefrom, leaving the remaining terms or provisions in full force and effect.

ARTICLE 13.
SAVINGS PROVISION

13.1 Savings Provision. The failure to comply with the procedures set forth herein shall not affect the status of the Fees and Charges as a perpetual lien subject to foreclosure in accordance with law. Failure by the District Manager, General Counsel, or other authorized representative to take any action in accordance with the requirements as specifically provided herein shall not invalidate subsequent efforts to collect the Fees and Charges.

RESOLUTION NO. 2019-05-01

**RESOLUTION OF MARVELLA METROPOLITAN DISTRICT
ACKNOWLEDGING AND ADOPTING THE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MARVELLA**

1. Marvella Metropolitan District (the “**District**”) is a duly and regularly created, established, organized, and existing metropolitan district, existing as such under and pursuant to Title 32, Article 1 of the Colorado Revised Statutes, as amended (“**C.R.S.**”).

2. Century at Marvella, LLC, a Colorado limited liability company (the “**Developer**”), the master developer of the Marvella project (the “**Property**”) has executed the Covenants, Conditions and Restrictions for Marvella (the “**Declaration**”) for the Property recorded in the real property records of Arapahoe County, State of Colorado, on January 4, 2016, at Reception No. D6000156, as the same may be amended and/or modified from time to time, and which Declaration declares that the Property is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, altered and otherwise enjoyed in accordance with and subject to the covenants and use restrictions contained therein.

3. The Declaration provides that Marvella Metropolitan District shall enforce each of the provisions provided therein.

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

5. The Declaration assigns to the District all duties, rights and obligations to enforce the Declaration and to promulgate rules and regulations and/or guidelines with respect to real property within the boundaries of the District that is subject to the Declaration.

6. The Board of Directors of the District (the “**Board**”) wishes to adopt the Declaration as an official policy of the District and to acknowledge the duties, obligations and rights assigned to the District pursuant to such Declaration.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MARVELLA METROPOLITAN DISTRICT, COUNTY OF ARAPAHOE, COLORADO, AS FOLLOWS:

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

2. The Board hereby determines that it is in the best interests of the District and its property owners and users for the District to accept the assignment of all duties, rights and obligations under the Declaration and to provide the covenant enforcement and design review services established thereby.

3. The Board hereby authorizes and directs the officers of the District and District staff to take all actions necessary to execute the duties, rights and obligations assigned to the District by the Declaration.

4. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word hereof, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, which shall be given effect in accordance with the manifest intent hereof.

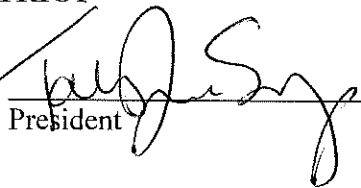
5. This Resolution shall be effective upon recording of the Declaration in the Office of the Clerk and Recorder for Arapahoe County, Colorado.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION OF MARVELLA METROPOLITAN
DISTRICT ACKNOWLEDGING AND ADOPTING THE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MARVELLA]**

APPROVED AND ADOPTED on this ____ day of _____, 2019.

**MARVELLA METROPOLITAN
DISTRICT**

By:  _____
President

Attest:



Secretary

RESOLUTION NO. 2019-05-03

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARVELLA
METROPOLITAN DISTRICT ADOPTING THE DESIGN AND LANDSCAPE
GUIDELINES OF MARVELLA**

A. The Marvella Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the County of Arapahoe, Colorado.

B. The District operates pursuant to its Service Plan approved by the City Council of the City of Centennial, Colorado (“**City Council**”) on September 6, 2006, as amended by that First Amendment to Service Plan approved by the City Council on October 19, 2015, as the same may be further amended and/or modified from time to time (collectively, the “**Service Plan**”).

C. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”

D. Century at Marvella, LLC (the “**Developer**”) has caused to be recorded the Covenants, Conditions and Restrictions for Marvella, recorded on January 4, 2016, at Reception No. D6000156 of the County of Arapahoe, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Covenants**”) applicable to the real property within the District (the “**Property**”).

E. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District’s Service Plan, a metropolitan district may provide covenant enforcement within the District if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity.

F. The Covenants provide that it is the intention of the Developer to empower the District to provide covenant enforcement services to the Property.

G. Pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal design and landscape guidelines concerning and governing the Property and the enforcement of the Covenants.

H. The District desires to provide for the orderly and efficient enforcement of the Covenants by adopting design and landscape guidelines.

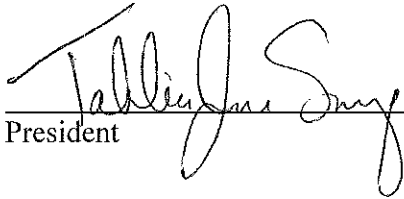
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MARVELLA METROPOLITAN DISTRICT:

1. The Board of Directors of the District hereby adopts the Design and Landscape Guidelines of Marvella as described in Exhibit A, attached hereto and incorporated herein by this reference (“**Design and Landscape Guidelines**”).

[SIGNATURE PAGE TO RESOLUTION NO. 2019-05-03]

APPROVED AND ADOPTED this ____ day of _____, 2019.

**MARVELLA METROPOLITAN
DISTRICT**

By: 
President

Attest:



Secretary or Assistant Secretary

EXHIBIT A

Design and Landscape Guidelines of Marvella

DISTRICT COURT, COUNTY OF ARAPAHOE, STATE OF COLORADO Arapahoe County Justice Center 7325 S. Potomac Street Centennial, CO 80112 303-649-6355	DATE FILED: April 29, 2016 CASE NUMBER: 2006CV5662
IN RE VERONA ESTATES METROPOLITAN DISTRICT NO. 2	
BY THE COURT	▲ court use only ▲
	Case Number: 2006CV5662 Div.: 402 Ctrm.: _____
ORDER AND DECREE DISSOLVING DISTRICT	

THIS MATTER comes before the Court on the Motion for Order and Decree Dissolving District, filed by the Verona Estates Metropolitan District No. 2 (the “**District**”). The Court, being fully advised in the premises, hereby FINDS AND ORDERS:

1. That the Petition for Dissolution filed with this Court by the District on March 22, 2016, fulfills all the requirements of Section 32-1-702, C.R.S., and that:

(a) The District lies wholly within the corporate limits of the City of Centennial, Colorado;

(b) The District has no financial obligations or outstanding bonds; and

(c) The Board of Directors of the District and the City Council of the City of Centennial both consent to the dissolution of the District.

2. That, pursuant to the requirements of Section 32-1-703(1), C.R.S., a Notice of Dissolution was duly published in a newspaper of general circulation in the District, one time, in compliance with law.

3. That, pursuant to the requirements of Section 32-1-703(3), C.R.S., a Notice of Dissolution was mailed to the Board of County Commissioners of Arapahoe County, Colorado and to the governing body of each municipality having territory located within a radius of three miles of the District.

4. That all of the provisions of law, and more particularly all of the requirements of Section 32-1-701, *et seq.*, C.R.S., have been complied with, met and performed, in the dissolution proceedings of the District.

5. That the District shall be and is hereby dissolved in accordance with the requirements of Section 32-1-701, *et seq.*, C.R.S.

6. That the Petitioner shall transmit certified copies of this Order and Decree Dissolving District to the Clerk and Recorder of Arapahoe County, Colorado, and to the Division of Local Government.

DONE IN COURT this 29 day of April, 2016.



BY THE COURT:



Judge

EXHIBIT B
2022 ADOPTED BUDGET

MARVELLA METROPOLITAN DISTRICT
2022
BUDGET MESSAGE

Attached please find a copy of the adopted 2022 budget for Marvella Metropolitan District.

The Marvella Metropolitan District has adopted budgets for two funds, a General Fund to provide for general operating and maintenance expenditures; and a Debt Service Fund to provide for payments on the outstanding general obligation bonds.

The District's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications and public hearing.

The primary sources of revenue for the District in 2022 will be property taxes. The District intends to impose a 90.715 mill levy on the property within the District in 2022, of which 45.380 mills will be dedicated to the General Fund and the balance of 45.335 mills will be allocated to the Debt Service Fund.

