

After Recording, Return to:  
WHITE BEAR ANKELE TANAKA & WALDRON  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122

**RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF THE  
REMUDA RIDGE METROPOLITAN DISTRICT**

**CONCERNING THE IMPOSITION OF A TRASH AND RECYCLE SERVICE FEE**

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WHEREAS, the Remuda Ridge Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, to provide certain services to the property owners, taxpayers, and residents within the District, and the general public, including without limitation, trash and recycling collection (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Service Fee**”) to provide a source of funding to pay for the Service Costs, which Service Costs are generally attributable to the persons and/or properties subject to such Service Fee, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the District, and the general public and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the Service Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Services and paying the Service Costs, and that imposition thereof is necessary and appropriate.

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Apartment Unit**” means a unit within an apartment building which unit is held for lease or rent for residential occupancy and for which a final certificate of occupancy has been issued.

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Service Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit. End User specifically excludes a tenant occupying an Apartment Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located on a Lot which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in an End User.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units or Apartment Units is situated and specifically excluding any parcel owned by the District.

2. SERVICE FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the District, and the general public to impose, and does hereby impose the Service Fee to fund the Service Costs. The Service Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to the “Fee Schedule” and shall constitute the rate in

effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Service Fee shall consist of a recurring payment (the “**Recurring Payment**”) and a separate payment imposed on the Transfer of a Residential Unit to an End User (the “**Transfer Payment**”), which together shall comprise the Service Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit to an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Service Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board has determined, and does hereby determine, that the Service Fee is reasonably related to the overall cost of providing the Services, and paying the Service Costs, and is imposed on those who are reasonably likely to benefit from Services.

d. The revenues generated by the Service Fee will be accounted for separately from other revenues of the District. The Service Fee revenue will be used

solely for the purpose of paying Service Costs, and may not be used by the District to pay for general administrative costs of the District.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Service Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Service Fee, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorneys' fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Service Fee, fees, rates, tolls, penalties, charges, interest and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Remuda Ridge Metropolitan District" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The Service Fee imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of El Paso County, Colorado.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to all property within the District Boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective October 15, 2023.

*[Remainder of Page Intentionally Left Blank. Signature Page Follows].*

ADOPTED this 10<sup>th</sup> day of October, 2023.

REMUDA RIDGE METROPOLITAN DISTRICT,  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

*Joe Stifter*

Joe Stifter (Jan 19, 2024 08:52 MST)

\_\_\_\_\_  
Officer of the District

ATTEST:

*R. van Seenus*  
\_\_\_\_\_  
Richard van Seenus (Jan 18, 2024 08:07 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

*R. S. A.*  
\_\_\_\_\_  
General Counsel to the District

*Signature page to Resolution Concerning the Imposition of a Trash Collection Service Fee*

**EXHIBIT A**  
**REMUDA RIDGE METROPOLITAN DISTRICT**  
**Schedule of Fees**  
**Effective October 15, 2023**

Schedule of Fees		
Fee Type	Classifications	Rate
<b>Trash/Recycling Service Fee – Recurring Payment</b>		
	Residential Unit	\$49.50/Quarter [\$16.50/month]
The Due Date for the Service fee is the 1 <sup>st</sup> day of each quarter (January 1 <sup>st</sup> , April 1 <sup>st</sup> , July 1 <sup>st</sup> , October 1 <sup>st</sup> )		
<b>Transfer Service Fee – Payment Due Upon a Transfer</b>		
	Residential Unit	\$65.00 per Transfer
The Due Date for the Transfer Service Fee—Payment Due Upon Transfer is the date upon which the Transfer occurs.		

**PAYMENTS:** Payment for each fee shall be made payable to the Remuda Ridge Metropolitan District and sent to the following address for receipt by the Due Date:

**District Manager:**

WalkerSchooler Distrit Management  
614 N. Tejon St.  
Colorado Springs, CO 80903

[ONLINE PAYMENT ADDRESS as may be provided by Manager]

**EXHIBIT B**

**REMUDA RIDGE METROPOLITAN DISTRICT**

**District Boundaries**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING TRACT 28 TOGETHER WITH THE SOUTH ONE-HALF OF TRACT 27 OF THE OFFICIAL PLAT OF THE FOUNTAIN VALLEY LAND & IRRIGATION CO'S SUBDIVISION NO. 1 RECORDED ON JANUARY 28, 1909 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER IN PLAT BOOK "L" AT PAGE 42 UNDER RECEPTION NUMBER 160596, AND THAT PORTION OF VACATED ROAD AS DESCRIBED IN ORDINANCE NUMBER 1396 RECORDED ON AUGUST 12, 2010 IN SAID RECORDS UNDER RECEPTION NUMBER 210077896; ALL LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE SOUTH LINE OF SAID TRACT 28 AS DEPICTED ON THAT CERTAIN ALTA/NSPS SURVEY RECORDED DECEMBER 13, 2017 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER UNDER RECEPTION NUMBER 217900230; SAID SOUTH LINE BEING MONUMENTED ON EACH END BY FOUND REBAR WITH AN AFFIXED 2 INCH ALUMINUM CAP STAMPED "DB&CO PLS 23515" ASSUMED TO BEAR SOUTH 89°16'26" WEST 1280.00 FEET.

**BEGIN** AT SAID SOUTHEAST CORNER OF TRACT 28;

THENCE SOUTH 89°16'26" WEST, ON THE SOUTH LINE OF SAID TRACT 28, A DISTANCE OF 1,280.00 FEET TO THE WEST LINE OF SAID TRACT 28;

THENCE NORTH 00°45'23" WEST, ON SAID WEST LINE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE 1300.27 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF WEST LINE OF THE PREVIOUSLY CITED TRACT 27.

THENCE NORTH 02°13'50" WEST, ON SAID WEST OF TRACT 27 AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 699.08 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID TRACT 27;

THENCE NORTH 89°21'29" EAST, ON SAID NORTH LINE, A DISTANCE OF 1,298.00 FEET TO THE EAST LINE OF SAID TRACT 27;

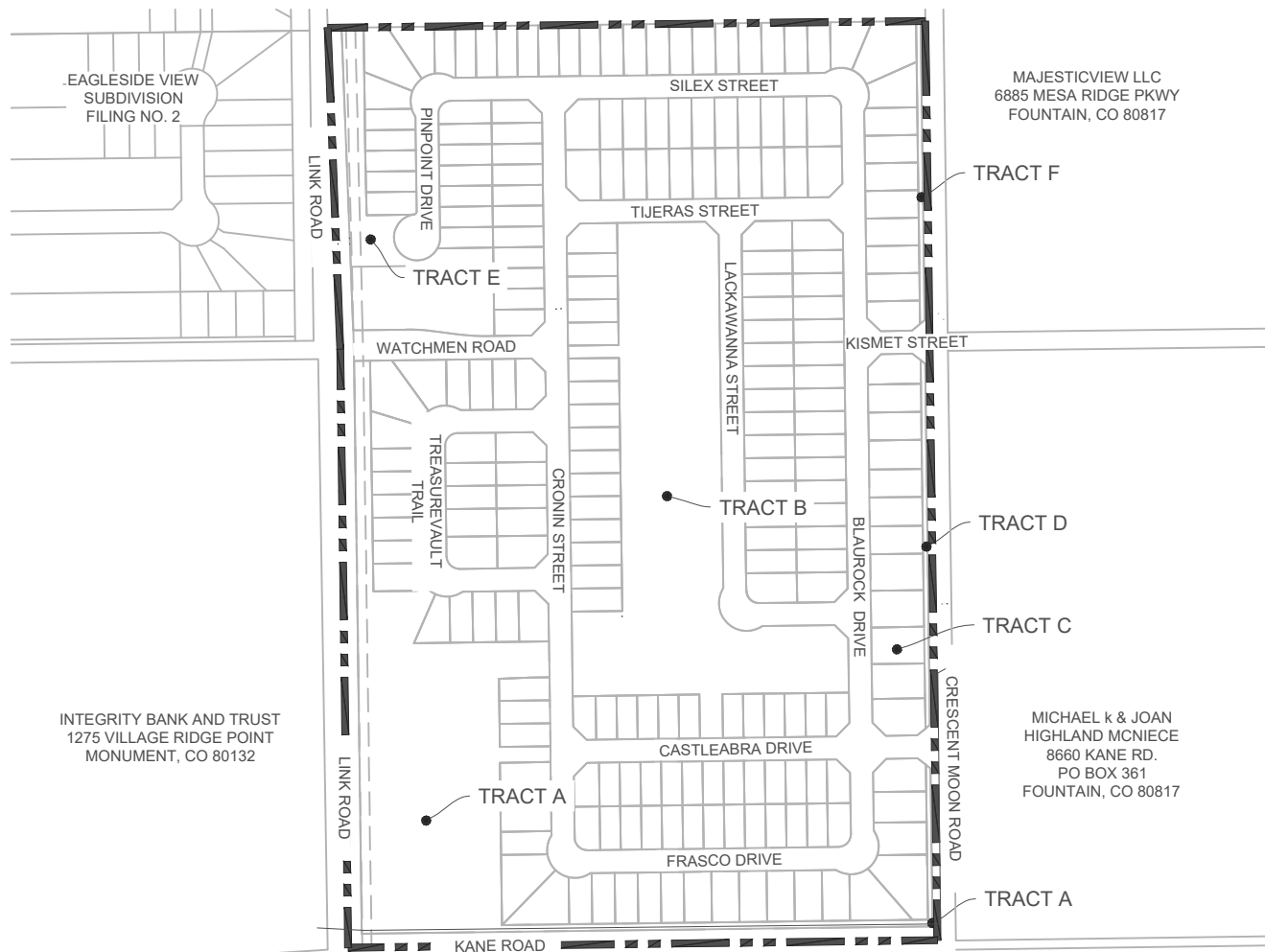
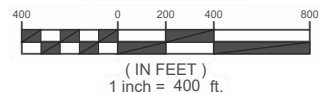
THENCE SOUTH 00°45'21" EAST, ON SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 697.25 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF PREVIOUSLY CITED TRACT 28;

THENCE SOUTH 00°45'25" EAST, ON SAID EAST LINE AND THE NORTHERLY EXTENSION, A DISTANCE OF 1,299.95 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 2,563,921 SQUARE FEET OR (58.85953 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.



GRAPHIC SCALE



**NOTE:**

THE INFORMATION SHOWN ON THE METRO DISTRICT EXHIBITS IS CONCEPTUAL AND FOR ILLUSTRATION PURPOSES ONLY. THIS INFORMATION IS SUBJECT TO CHANGE THROUGHOUT THE APPROVAL PROCESS OF ALL APPLICABLE GOVERNING JURISDICTIONS.

GOONAN LIVING TRUST  
GEORGETTE GOONAN TRUSTEE  
10275 LINK RD. FOUNTAIN, CO 80817

JOSEPH & DANIELL QUINN  
1855 KANE RD.  
FOUNTAIN, CO 80817

PREPARED BY:



# REMUDA RIDGE MAP OF SERVICE AREA

DESIGNED BY:	CRD	SCALE	DATE ISSUED:	2/9/2021	DRAWING No. <b>AR02</b>
DRAWN BY:	CRD	HORIZ. 1"=400'	SHEET	2 OF 8	
CHECKED BY:	JAO	VERT. N.A.			

FILE NAME: S:\19-886-023 Aspen Ranch\100 Working\Quantities\ASPEN RANCH MAPS.dwg PLOT DATE: February 10, 2021 2:37:50 PM CTB FILE: Matrix.ctb












# Resolution Concerning Imposition of Trash Service Operations Fees FCSSC6F5HCWA-314593221-29 (002)

Final Audit Report

2024-01-19

Created:	2024-01-16
By:	Jak Pattamasaevi (jak.p@wsdistricts.co)
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## "Resolution Concerning Imposition of Trash Service Operations Fees FCSSC6F5HCWA-314593221-29 (002)" History

-  Document created by Jak Pattamasaevi (jak.p@wsdistricts.co)  
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-  Document emailed to jstifter@viewhomesinc.com for signature  
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-  Document emailed to Richard van Seenus (rseenus@viewhomesinc.com) for signature  
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-  Email viewed by Richard van Seenus (rseenus@viewhomesinc.com)  
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-  Document e-signed by Richard van Seenus (rseenus@viewhomesinc.com)  
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-  Email viewed by jstifter@viewhomesinc.com  
2024-01-19 - 3:51:41 PM GMT
-  Signer jstifter@viewhomesinc.com entered name at signing as Joe Stifter  
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-  Document e-signed by Joe Stifter (jstifter@viewhomesinc.com)  
Signature Date: 2024-01-19 - 3:52:18 PM GMT - Time Source: server
-  Agreement completed.  
2024-01-19 - 3:52:18 PM GMT