

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
GREEN GABLES METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”)  
HELD  
JANUARY 9, 2024

A special meeting of the Board of Directors of the Green Gables Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on January 9, 2024, at 11:00 a.m. This District Board meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors In Attendance Were:

JoAnn Zelasko, President  
Paul Bartos, Assistant Secretary  
Mark Arreguin, Assistant Secretary  
Les Steckler, Assistant Secretary

Director Krystal Smith, Secretary/Treasurer, was absent and excused.

Also, In Attendance Were:

Stephanie Odewumi; CliftonLarsonAllen LLP  
Colin Mielke; Seter & Vander Wall, P.C.  
Steve George, Lynn White, and Jan Hirschfeld and other members of the public

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Upon a motion duly made by President Zelasko, seconded by Director Steckler and, upon vote, unanimously carried, the Board called the meeting to order at 11:00 a.m. and approved the agenda, as presented.

**Confirm Quorum, Location of Meeting and Posting of Meeting Notices:**

The Board had been previously advised that pursuant to Colorado law, certain disclosures by the Board members might be required prior to taking official action at the meeting. The Board then reviewed the agenda for the meeting, following which each Board member affirmed their conflicts of interest, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting. The Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act. It was noted posting of meeting notice was confirmed and a posted.

### DIRECTOR MATTERS

**Lennar Response to GGMD#1 Punch List:**

President Zelasko informed the Board of the status of discussions with Lennar regarding the punch list related to the public improvements to be dedicated to the District. The Board reviewed the punch list and discussed Lennar’s responses to the same, as follows:

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**Items #1 - Pumphouse Agreement:** The Board had no objections to the comments on Lennar's response to this portion of the punch list.

**Pump System Agreement in the amount of \$20,000.00:** The Board discussed Lennar's offer to provide \$20,000 towards the repairs identified for the pump system in the punch list and whether the amount was sufficient to cover needed repairs. Attorney Mielke noted that the cost of any repairs will be split with Green Gables Metropolitan District No. 2 pursuant to the water service IGA with District No. 2.

**Sanderson Gulch Waterway Agreement:** It was noted that Lennar has provided documentation showing U.S. Army Corps of Engineer approvals and has further agreed to provide Mile High Flood District approvals upon receipt. Lennar has also agreed to provide a list of any ongoing maintenance activities that may be required for the gulch. The Board agreed to accept this portion of the punch list subject to receipt of approval from all applicable jurisdictions and a list of required maintenance activities.

**Landscaping Not Including Townhomes Agreement in the proposed amount of \$43,000.00:** The Board reviewed the proposal from Lennar to pay \$43,000 to the District for landscaping punch list items, with such amount being based on a quote received from BrightView for the punch list items. President Zelasko noted that BrightView confirmed that it will honor the proposal. The Board agreed to accept this punch list item, as presented.

**Irrigation System Agreement:** The Board discussed the irrigation system, noting that Lennar completed the punch list work, the District has inspected the work, and that the District will be responsible for future repairs to its portion of the system. Mr. George informed the Board of the HOA's inspection of the system prior to shutoff and confirmed that the HOA approved of the system prior to shutoff. The Board agreed to accept this punch list item, as presented.

**Plants at Townhomes Agreement:** The Board noted that Lennar has agreed that replacements in this area for the plants that were planted in 2023 will not be at the expense of District 1 in 2024 if those plants do not bloom by June/July 2024, and that Lennar will coordinate reseeding of the native grass one time if necessary at the time. Director Zelasko noted her desire to work with Landwise versus going through Lennar for replacements. The Board agreed to accept this punch list item with the understanding that if the plants that were planted in 2023 do not

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bloom by June/July 2024 and if the native area needs to be reseeded at that time, such activities will be performed at Lennar's expense.

**Monuments/Stonework/Concrete Agreement in the proposed payment amount of \$33,000.00:** The Board reviewed the proposal from Lennar to pay the approximately \$33,000 set forth in the Custom Fence proposal for monument, stonework, and concrete repairs. It was noted that the change in the bid amount should be extended to June 1 versus April 1 to allow the District time to have the work performed in late spring/early summer to avoid cracking. The Board agreed to accept this proposal from Lennar.

**Fencing Agreement:** The Board reviewed and accepted Lennar's punch list responses on this item, as presented.

**Water Quality Ponds Agreement:** The Board reviewed this punch list item and noted that the ponds have been dry since late fall. Two homes appear to have been pumping excess water that was draining into the west pond and affecting the pond's drainage earlier in the year. The Board discussed Lennar's responsibility if the ponds were inadequately engineered. Attorney Mielke noted that the conveyance of the public improvements includes a warranty and indemnification from Lennar but noted that it is a warranty against design in violation of applicable jurisdictions' requirements and not a guarantee that the ponds were constructed to the best design possible. The Board reviewed and accepted Lennar's punch list responses, as presented.

**Sidewalks and Curbs Agreement:** The Board reviewed and accepted Lennar's punch list responses on this item, as presented.

**Bridge Lights Agreement:** The Board noted that the bridge lights have been removed and Lennar has agreed to touch up the paint on the bridge. The Board reviewed and accepted Lennar's punch list responses on this item, as presented.

**Utility Stands Agreement:** The Board confirmed that the utility stand has been repaired. The Board reviewed and accepted Lennar's punch list responses on this item, as presented.

Following review, upon a motion duly made by Director Bartos, seconded by Director Steckler and, upon vote, unanimously carried, the Board appointed Director's Zelasko and Arreguin, CLA and legal to do final response with assignment of warranties and bill of sale documents.

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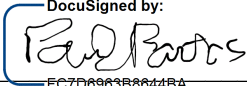
Upon a motion duly made by Director Bartos, seconded by Director Steckler and, upon vote, unanimously carried, the Board approved all items on the punch list, as discussed.

### OTHER BUSINESS

**Public Comment:** Two members of the public thanked the Board for the work to complete Lennar's conveyance of the public improvements to the District.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Bartos, seconded by Director Arreguin and, upon vote, unanimously carried the meeting was adjourned at 12:23 p.m.

By  Secretary for the Meeting  
FC7D6963B8644BA

**Certificate Of Completion**

Envelope Id: 2CFF50651213497481AFE6989BA956DE	Status: Completed
Subject: Complete with DocuSign: 1D. Minutes 11-13-2023.pdf, 1Di. Minutes 01-09-2024.pdf	
Client Name: Green Gables MD 1	
Client Number: A375492	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Chelsea Bojewski
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Chelsea.Bojewski@claconnect.com
	IP Address: 65.59.88.254

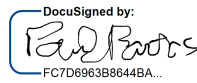
**Record Tracking**

Status: Original 4/4/2024 2:33:19 PM	Holder: Chelsea Bojewski Chelsea.Bojewski@claconnect.com	Location: DocuSign
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**Signer Events**

Paul Bartos  
 pbartos@anglogoldashanti.com  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Drawn on Device  
 Using IP Address: 174.236.228.55  
 Signed using mobile

**Timestamp**

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 Signed: 4/4/2024 7:45:40 PM

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**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Records  
 sdrecordsretention@claconnect.com  
 Security Level: Email, Account Authentication (None)



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**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

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Certified Delivered	Security Checked	4/4/2024 7:38:31 PM
Signing Complete	Security Checked	4/4/2024 7:45:40 PM

Envelope Summary Events	Status	Timestamps
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