

**BOARD OF CANVASSERS CERTIFICATE OF
ELECTION RESULTS FOR THE SPECIAL ELECTION
HELD TUESDAY, MAY 4, 2010**

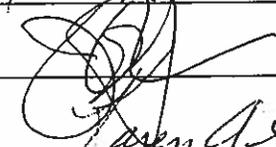
§§ 1-11-103 and 32-1-104(1), C.R.S.

Pioneer Hills Metropolitan District
Arapahoe County, Colorado

Each of the undersigned members of the board of canvassers of the Pioneer Hills Metropolitan District certifies that the following is a true and correct statement of the results of the Special Election for the above named District, at which time the eligible electors of the District voted as indicated on the attached Judge's Certificate of Election Returns, and as a result of which the eligible electors elected to office the following Directors:

Name	Address	Term
<u>Thomas E. Whyte</u>	<u>8728 Forrest Drive</u> <u>Littleton, CO 80126</u>	<u>4</u>
<u>Gail L. Powell</u>	<u>15073 East Crestridge Drive</u> <u>Aurora, CO 80015</u>	<u>4</u>
<u>John Rosing</u>	<u>15150 Poundstone Place</u> <u>Aurora, CO 80015</u>	<u>4</u>


_____, Designated Election Official


_____, Canvasser

Garen A. Sheets
_____, Canvasser

Contact Person for District: T. Edward Icenogle
Business Address: 1331 17th Street, Suite 500
Denver, CO 80202
Telephone Number: (303) 292-6400

Prepare and deliver a Certificate of Election to those candidates receiving the highest number of votes. Deposit one copy with the Clerk and Recorder of each county in which the special district is located. This must be available for public inspection in the office of the Designated Election Official.

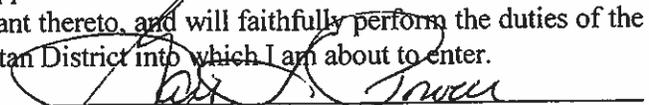
**Send one copy to: Division of Local Government
 1313 Sherman Street, Room 521
 Denver, CO 80203**

Provide a list of all current directors to the Division, including addresses, within 30 days after the election.

DISTRICT COURT COUNTY OF ARAPAHOE, COLORADO Court Address: 7325 South Potomac Street Centennial, Colorado 80112 Telephone No.: (303) 649-6355	
Petitioners: Pioneer Hills Metropolitan District	
Attorney for Petitioners: T. Edward Icenogle Icenogle ♦ Norton Smith ♦ Gilida ♦ Pogue 1331 17 th Street, Suite 500 Denver, Colorado 80202 Phone Number: (303) 292-6400 Fax Number: (303) 292-6401 E-mail: Ticenogle@insbcolorado.com Atty. Reg. # 8726	<p style="text-align: center;">▲Court Use Only▲</p> <hr/> Case Number: 06CV1553
OATH OF DIRECTOR AND EVIDENCE OF BOND IN THE MATTER OF PIONEER HILLS METROPOLITAN DISTRICT	

OATH OF DIRECTOR

I, Gail L. Powell, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of Pioneer Hills Metropolitan District into which I am about to enter.



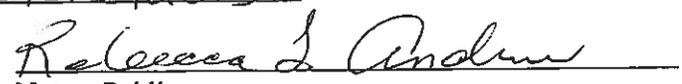
 Gail L. Powell, Director

Subscribed and sworn to before me this 22 day of MAY, 2010.

WITNESS my hand and official seal.

My commission expires: 10/26/2013

(SEAL)



 Notary Public

EVIDENCE OF BOND

The Pioneer Hills Metropolitan District hereby provides evidence of an individual, schedule or blanket surety bond for the above named director in satisfaction of the requirements of Section 32-1-901(2), C.R.S., attached hereto as **Exhibit A** and incorporated herein by this reference.

EXHIBIT A
Evidence of Bond

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2010

PRODUCER (303)368-5757 FAX (303)368-5863
T. Charles Wilson Insurance Services
2260 So. Xanadu Way # 280
Aurora, CO 80014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Pioneer Hills Metropolitan District
Icenogle, Norton, Smith & Blie
1331 17th Street Suite 500
Denver, CO 80202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western Surety	0022
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Public Officials Position Schedule Bond	14839788	05/02/2009	05/02/2012	Total Limit: \$10,000 5 Directors/\$1,000 each 1 Treasurer/\$5,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Pioneer Hills Metropolitan District
c/o Icenogle, et al
1331 17th Street
Suite 500
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Judi Yacovazzi/JUDI

Judi Yacovazzi



Western Surety Company

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Name of Obligor Pioneer Metropolitan District
c/o Icenogle, Norton, Smith &
Name of Insured Pioneer Metropolitan District
c/o Icenogle, Norton, Smith &

Bond No. 14839788

WESTERN SURETY COMPANY, as Surety, in consideration of an agreed premium is held and firmly bound unto the Obligor, for the faithful discharge of the duties of any Officer or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Surety, while in the service of the Insured, not exceeding the sum specified in said schedule or written acceptance of the Surety as to said position after the

2nd day of May, 2006

This bond is subject to the following expressed conditions:

1. Automatic coverage is granted for the first thirty days' service of any Officer or Employee occupying a newly created position identical with one listed in the schedule of positions, in an equal amount.

Provided, however, that the automatic coverage herein granted shall be void and of no effect from the beginning, unless during the said thirty day period the Insured has requested in writing that the position be added to the schedule, and the Surety by written acceptance has consented thereto.

2. Coverage on any position may be increased or decreased upon written request of the Insured, and agreed to in writing by the Surety.

The Surety's liability under this bond shall not be cumulative, and in no event shall the Surety be called upon to pay for a loss exceeding an amount greater than the largest single amount for which the position occupied by any Officer or Employee causing said loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Surety for any Officer or Employee occupying more than one position at one time, or at different times, shall not exceed the largest amount of coverage specified for any single position occupied by said Officer or Employee. The liability of the Surety shall never exceed the amount in effect for the position when the act of the Officer or Employee causing the loss shall have occurred. In the event there are more Officers or Employees occupying the position covered in the schedule than are listed therein, the Surety shall be liable for such proportion of the amount of coverage as the number of Officers or Employees listed bears to the number of Officers or Employees actually

4. Cancellation hereunder is effective, and all liability under this bond shall cease as to the future acts or omissions as to any Officer or Employee on the date specified in written notice given by the Insured to the Surety as to any or all positions or Officers or Employees, or after thirty days' written notice given by the Surety to the Insured of its intent to cancel this bond in its entirety, or as to any Officer or Employee or position.

5. None of the specifications of this bond shall be altered or waived, except in writing by the Surety executed by the Chairman of the Board, its President, Vice President, Secretary, Assistant Secretary or Treasurer.

6. The liability of the Surety hereunder is subject to the terms and conditions of the following or to the following Riders attached thereto:

Dated this 19th day of May, 2006

Countersigned

By _____
Resident Agent

WESTERN SURETY COMPANY

By Paul T. Brought
Surety

SCHEDULE OF POSITIONS EFFECTIVE May 2nd 2006
 (If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Number	Position	Location	Amount	Premium
1	Director		\$1,000.00	\$3.50
2	Director		\$1,000.00	\$3.50
3	Director		\$1,000.00	\$3.50
4	Director		\$1,000.00	\$3.50
5	Director		\$1,000.00	\$3.50
6	Treasurer		\$5,000.00	\$25.00
*****	***** End of Schedule	*****		

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Position Schedule Bond bond with bond number 14839786
for Pioneer Metropolitan District
as Principal in the penalty amount not to exceed: \$ 10,000.00 Pioneer Hills Metropolitan District

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 23rd day of May, 2006.

ATTEST

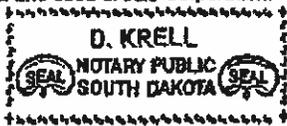
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23rd day of May, 2006, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson, who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2006

D. Krell
Notary Public





Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed
From: Pioneer Metropolitan District
To: Pioneer Hills Metropolitan District

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 2nd day of May, 2006, at five and one half o'clock a.m., standard time.

Attached to and forming part of Bond No. 14839788

issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

to Pioneer Hills Metropolitan District

Signed this 23rd day of May, 2006.

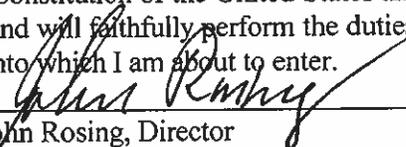
WESTERN SURETY COMPANY
By Paul T. Brufat
Paul T. Brufat, Senior Vice President



DISTRICT COURT COUNTY OF ARAPAHOE, COLORADO Court Address: 7325 South Potomac Street Centennial, Colorado 80112 Telephone No.: (303) 649-6355	
Petitioners: Pioneer Hills Metropolitan District	
Attorney for Petitioners: T. Edward Icenogle Icenogle ♦ Norton Smith ♦ Gilida ♦ Pogue 1331 17 th Street, Suite 500 Denver, Colorado 80202 Phone Number: (303) 292-6400 Fax Number: (303) 292-6401 E-mail: Ticenogle@insbcolorado.com Atty. Reg. # 8726	<p style="text-align: center;">▲Court Use Only▲</p> <hr/> Case Number: 06CV1553
OATH OF DIRECTOR AND EVIDENCE OF BOND IN THE MATTER OF PIONEER HILLS METROPOLITAN DISTRICT	

OATH OF DIRECTOR

I, John Rosing, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of Pioneer Hills Metropolitan District into which I am about to enter.



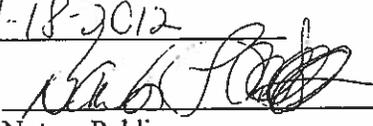
 John Rosing, Director

Subscribed and sworn to before me this 17 day of May, 2010.

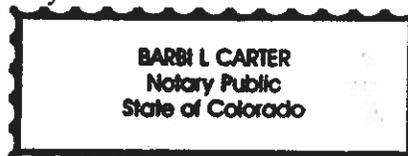
WITNESS my hand and official seal.

My commission expires: 11-18-2012

(SEAL)



 Notary Public



EVIDENCE OF BOND

The Pioneer Hills Metropolitan District hereby provides evidence of an individual, schedule or blanket surety bond for the above named director in satisfaction of the requirements of Section 32-1-901(2), C.R.S., attached hereto as **Exhibit A** and incorporated herein by this reference.

EXHIBIT A
Evidence of Bond

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2010

PRODUCER (303)368-5757 FAX (303)368-5863
T. Charles Wilson Insurance Services
2260 So. Xanadu Way # 280
Aurora, CO 80014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Pioneer Hills Metropolitan District
Icenogle, Norton, Smith & Blie
1331 17th Street Suite 500
Denver, CO 80202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western Surety	0022
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
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	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Public Officials Position Schedule Bond	14839788	05/02/2009	05/02/2012	Total Limit: \$10,000 5 Directors/\$1,000 each 1 Treasurer/\$5,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Pioneer Hills Metropolitan District
c/o Icenogle, et al
1331 17th Street
Suite 500
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Judi Yacovazzi/JUDI

Judi Yacovazzi



Western Surety Company

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Name of Obligor Pioneer Metropolitan District
Name of Insured c/o Icenogle, Norton, Smith & Pioneer Metropolitan District
c/o Icenogle, Norton, Smith &

Bond No. 14839789

WESTERN SURETY COMPANY, as Surety, in consideration of an agreed premium is held and firmly bound unto the Obligor, for the faithful discharge of the duties of any Officer or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Surety, while in the service of the Insured, not exceeding the sum specified in said schedule or written acceptance of the Surety as to said position after the

2nd day of May, 2006.

This bond is subject to the following expressed conditions:

1. Automatic coverage is granted for the first thirty days' service of any Officer or Employee occupying a newly created position identical with one listed in the schedule of positions, in an equal amount. Provided, however, that the automatic coverage herein granted shall be void and of no effect from the beginning, unless during the said thirty day period the Insured has requested in writing that the position be added to the schedule, and the Surety by written acceptance has consented thereto.
2. Coverage on any position may be increased or decreased upon written request of the Insured, and agreed to in writing.

The Surety's liability under this bond shall not be cumulative, and in no event shall the Surety be called upon to pay for a loss in excess of an amount greater than the largest single amount for which the position occupied by any Officer or Employee causing the loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Surety for any Officer or Employee occupying more than one position at one time, or at different times, shall not exceed the largest amount of coverage specified for any single position occupied by said Officer or Employee. The liability of the Surety shall never exceed the amount in effect for the position when the act of the Officer or Employee causing the loss shall have occurred. In the event there are more Officers or Employees occupying the position covered in the schedule than are listed therein, the Surety shall be liable for such proportion of the amount of coverage as the number of Officers or Employees listed bears to the number of Officers or Employees actually

4. Cancellation hereunder is effective, and all liability under this bond shall cease as to the future acts or omissions as to any Officer or Employee on the date specified in written notice given by the Insured to the Surety as to any or all positions or Officers or Employees, or after thirty days' written notice given by the Surety to the Insured of its intent to cancel this bond in its entirety, or as to any Officer or Employee or position.
5. None of the specifications of this bond shall be altered or waived, except in writing by the Surety executed by the Chairman of the Board, its President, Vice President, Secretary, Assistant Secretary or Treasurer.
6. The liability of the Surety hereunder is subject to the terms and conditions of the following or to the following Riders attached thereto:

Dated this 19th day of May, 2006

Countersigned

By _____ Resident Agent

WESTERN SURETY COMPANY

By Paul T. Buehler Surety

SCHEDULE OF POSITIONS EFFECTIVE May 2nd 2006
 (If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Number	Position	Location	Amount	Premium
1	Director		\$1,000.00	\$3.50
2	Director		\$1,000.00	\$3.50
3	Director		\$1,000.00	\$3.50
4	Director		\$1,000.00	\$3.50
5	Director		\$1,000.00	\$3.50
6	Treasurer		\$5,000.00	\$25.00
****	***** End of Schedule	*****		

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Position Schedule Bond bond with bond number 14839788
for Pioneer Metropolitan District
as Principal in the penalty amount not to exceed: \$ 10,000.00 Pioneer Hills Metropolitan District

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 23rd day of May, 2006.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23rd day of May, 2006, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2006

D. Krell
Notary Public





Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed
From: Pioneer Metropolitan District
To: Pioneer Hills Metropolitan District

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond _____, except as hereinabove set forth.

This Rider becomes effective on the 2nd day of May, 2006, at 11:00 and one hour to the clock a.m., standard time.

Attached to and forming part of Bond _____ No. 14839788
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,
to Pioneer Hills Metropolitan District

Signed this 23rd day of May, 2006

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



DISTRICT COURT COUNTY OF ARAPAHOE, COLORADO Court Address: 7325 South Potomac Street Centennial, Colorado 80112 Telephone No.: (303) 649-6355	
Petitioners: Pioneer Hills Metropolitan District	
Attorney for Petitioners: T. Edward Icenogle Icenogle ♦ Norton Smith ♦ Gilida ♦ Pogue 1331 17 th Street, Suite 500 Denver, Colorado 80202 Phone Number: (303) 292-6400 Fax Number: (303) 292-6401 E-mail: Ticenogle@insbcolorado.com Atty. Reg. # 8726	<p style="text-align: center;">▲Court Use Only▲</p> <hr/> Case Number: 06CV1553
OATH OF DIRECTOR AND EVIDENCE OF BOND IN THE MATTER OF PIONEER HILLS METROPOLITAN DISTRICT	

OATH OF DIRECTOR

I, Thomas E. Whyte, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of Pioneer Hills Metropolitan District into which I am about to enter.



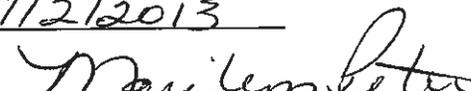
 Thomas E. Whyte, Director

Subscribed and sworn to before me this 18 day of May, 2010

WITNESS my hand and official seal.

My commission expires: 7/2/2013





 Notary Public

EVIDENCE OF BOND

The Pioneer Hills Metropolitan District hereby provides evidence of an individual, schedule or blanket surety bond for the above named director in satisfaction of the requirements of Section 32-1-901(2), C.R.S., attached hereto as **Exhibit A** and incorporated herein by this reference.

EXHIBIT A
Evidence of Bond

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2010

PRODUCER (303)368-5757 FAX (303)368-5863
T. Charles Wilson Insurance Services
2260 So. Xanadu Way # 280
Aurora, CO 80014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Pioneer Hills Metropolitan District
Icenogle, Norton, Smith & Blie
1331 17th Street Suite 500
Denver, CO 80202

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Western Surety

0022

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Public Officials Position Schedule Bond	14839788	05/02/2009	05/02/2012	Total Limit: \$10,000 5 Directors/\$1,000 each 1 Treasurer/\$5,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Pioneer Hills Metropolitan District
c/o Icenogle, et al
1331 17th Street
Suite 500
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Judi Yacovazzi/JUDI

Judi Yacovazzi



Western Surety Company

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Name of Obligor Pioneer Metropolitan District Bond No. 14839788
 Name of Insured c/o Icanogle, Norton, Smith &
Pioneer Metropolitan District
c/o Icanogle, Norton, Smith &

WESTERN SURETY COMPANY, as Surety, in consideration of an agreed premium is held and firmly bound unto the Obligor, for the faithful discharge of the duties of any Officer or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Surety, while in the service of the Insured, not exceeding the sum specified in said schedule or written acceptance of the Surety as to said position after the

2nd day of May, 2006.

This bond is subject to the following expressed conditions:

1. Automatic coverage is granted for the first thirty days' service of any Officer or Employee occupying a newly created position identical with one listed in the schedule of positions, in an equal amount.

Provided, however, that the automatic coverage herein granted shall be void and of no effect from the beginning, unless during the said thirty day period the Insured has requested in writing that the position be added to the schedule, and the Surety by written acceptance has consented thereto.

2. Coverage on any position may be increased or decreased upon written request of the Insured, and agreed to in writing by the Surety.

The Surety's liability under this bond shall not be cumulative, and in no event shall the Surety be called upon to pay a loss of more than an amount greater than the largest single amount for which the position occupied by any Officer or Employee causing such loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Surety for any Officer or Employee occupying more than one position at one time, or at different times, shall not exceed the largest amount of coverage specified for any single position occupied by said Officer or Employee. The liability of the Surety shall never exceed the amount in effect for the position when the act of the Officer or Employee causing the loss shall have occurred. In the event there are more Officers or Employees occupying the position covered in the schedule than are listed therein, the Surety shall be liable for such proportion of the amount of coverage as the number of Officers or Employees listed bears to the number of Officers or Employees actually

4. Cancellation hereunder is effective, and all liability under this bond shall cease as to the future acts or omissions as to any Officer or Employee on the date specified in written notice given by the Insured to the Surety as to any or all positions or Officers or Employees, or after thirty days' written notice given by the Surety to the Insured of its intent to cancel this bond in its entirety, or as to any Officer or Employee or position.

5. None of the specifications of this bond shall be altered or waived, except in writing by the Surety executed by the Chairman of the Board, its President, Vice President, Secretary, Assistant Secretary or Treasurer.

6. The liability of the Surety hereunder is subject to the terms and conditions of the following or to the following Riders attached thereto:

Dated this 12th day of May, 2006

Countersigned

By _____ Resident Agent

WESTERN SURETY COMPANY

By Paul T. Brought Surety

SCHEDULE OF POSITIONS EFFECTIVE May 2nd 2006
 (If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Number	Position	Location	Amount	Premium
1	Director		\$1,000.00	\$3.50
2	Director		\$1,000.00	\$3.50
3	Director		\$1,000.00	\$3.50
4	Director		\$1,000.00	\$3.50
5	Director		\$1,000.00	\$3.50
6	Treasurer		\$5,000.00	\$25.00
*****	***** End of Schedule	*****		

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Position Schedule Bond bond with bond number 14839788
for Pioneer Metropolitan District Pioneer Hills Metropolitan District
as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Senior Vice President with the corporate seal affixed this 23rd day of May,
2006

ATTEST

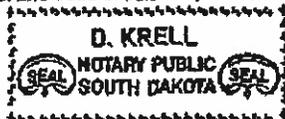
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 23rd day of May, 2006, before me, a Notary Public, personally appeared
Paul T. Bruffat and L. Nelson
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires November 30, 2006

D. Krell
Notary Public





Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed
From: Pioneer Metropolitan District
To: Pioneer Hills Metropolitan District

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond _____, except as hereinabove set forth.

This Rider becomes effective on the 2nd day of May, 2006, at 10:00 and one hour on'clock a.m., standard time.

Attached to and forming part of Bond _____ No. 14839788
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,
to Pioneer Hills Metropolitan District

Signed this 23rd day of May, 2006

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

