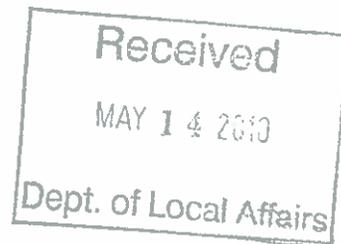


SOUTHLANDS METROPOLITAN DISTRICT NO. 2

65087

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

May 13, 2010



Casey Laycock
Division of Local Government
1313 Sherman St., Rm 521
Denver, CO 80203

Re: Southlands Metropolitan District No. 2

Dear Ms. Laycock:

Enclosed please find the Resolution Cancelling Election, proof of publication, Oaths of Office for our newly elected board members, and a current copy of the crime coverage certificate for your files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Anna M. Mercurio".

Anna M. Mercurio
Assistant to Ann E. Finn
Designated Election Official

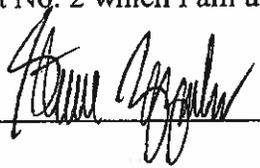
Enclosures

CC: White, Bear & Ankele, P.C. - Clint C. Waldron
Clerk and Recorder - Arapahoe County

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO		
Court Address: 7325 South Potomac Street Centennial, CO 80112 303-649-6355		
Petitioner: SOUTHLANDS METROPOLITAN DISTRICT NO. 2		COURT USE ONLY
Attorney for the Petitioner: Name: Kristen D. Bear Clint C. Waldron Address: WHITE, BEAR & ANKELE Professional Corporation 1805 Shea Center Drive, Suite 100 Highlands Ranch, CO 80129 Phone Number: (303) 858-1800 Fax Number: (303) 858-1801 Atty. Reg. #s: 23680 36689		Case No: 02CV3366 Div: Ctrm:
OATH OF OFFICE – Steve Zezulak		

STATE OF COLORADO)
)
 COUNTY OF ARAPAHOE) ss.

I, Steve Zezulak, will faithfully support the Constitutions 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 Southlands Metropolitan District No. 2 which I am about to enter.



 Signature

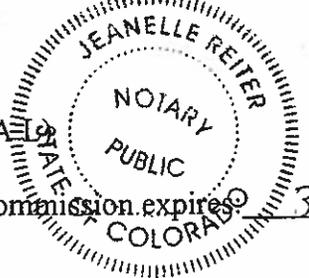
Subscribed and sworn to before me this ___ day of _____, 2010.

By: _____
Person authorized to administer oaths (County Clerk and Recorder, Clerk of the Court, and any other person authorized to administer oaths or Chairman of the Board of Directors)

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
) ss.
COUNTY OF Aspen)

Subscribed and sworn to before me this 7 day of May, 2010.

(SEAL) 
My commission expires 3/10/13

Jeanelle Reiter
Notary Public

To be filed with the Clerk of the Court and with the Division of Local Government within thirty (30) days after the election (or being appointed).

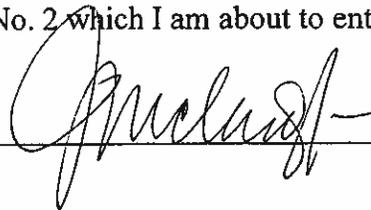
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OATH OF OFFICE – Jose Inclan		

STATE OF COLORADO)
)
 COUNTY OF ARAPAHOE)

ss.

I, Jose Inclan, will faithfully support the Constitutions 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 Southlands Metropolitan District No. 2 which I am about to enter.

Signature



Subscribed and sworn to before me this ___ day of _____, 2010.

By: _____
Person authorized to administer oaths (County Clerk and Recorder, Clerk of the Court, and any other person authorized to administer oaths or Chairman of the Board of Directors)

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

Subscribed and sworn to before me this 11th day of May, 2010.



My commission expires: 4/1/14

[Signature]
Notary Public

To be filed with the Clerk of the Court and with the Division of Local Government within thirty (30) days after the election (or being appointed).



Western Surety Company

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Name of Obligee Southlands Metropolitan District No. 2 Bond No. 15358620
 Name of Insured Southlands Metropolitan District No. 2

WESTERN SURETY COMPANY, as Surety, in consideration of an agreed premium is held and firmly bound unto the Obligee, 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

1st day of January, 2010.

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 or losses 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 11th day of September, 2009.

Countersigned
 By Judi Yacovazzi
 Resident Agent

WESTERN SURETY COMPANY
 By Paul T. Bright
 Surety