

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
BRIGHTON CROSSINGS OPERATIONS BOARD**

**REGARDING THE IMPOSITION OF MAINTENANCE FEES**

WHEREAS, Brighton Crossing Metropolitan District Nos. 4-8 (each a “**District**” and collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized pursuant to §§ 32-1-101, *et seq.*, C.R.S. and in accordance with the “Service Plan” prepared for the Districts, as approved by the City of Brighton and the District Court of Adams County, Colorado; and

WHEREAS, the combined boundaries of the Districts make up the community known as “Brighton Crossings,” which property is constituted by the legal boundaries of the Districts as they currently exist; and

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

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

WHEREAS, pursuant to § 29-1-203, C.R.S., the Districts may coordinate with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, Brighton Crossings Operations Board (the “**Authority**”) was formed by virtue of an Establishment Agreement (the “**Agreement**”) by and among Brighton Crossing Metropolitan District Nos. 4-8 pursuant to § 29-1-203, C.R.S. and in conformity with § 29-1-203.5, C.R.S. upon the mutual execution of the Agreement by the Districts and is a political subdivision of the State of Colorado; and

WHEREAS, the Authority was granted a perpetual easement pursuant to that certain Access and Maintenance Easement Agreement recorded on \_\_\_\_\_, 2019, at Reception No. \_\_\_\_\_ in the real property records of Adams County, Colorado (the “**Easement Agreement**”), related to certain real property located in the Adams County, Colorado as more particularly described as:

Lots 1 through 9 Block 1; Lots 1 through 8, Block 2; Lots 1 through 36, Block 3; Lots 1 through 8, Block 4; Lots 1 through 15, Block 5; Lots 1 through 22, Block 6; Lots 1 through 17, Block 7; Lots 1 through 28, Block 8; Lots 1 through 24, Block 9; Lots 1 through 36, Block 10, Brighton Crossing – Filing No. 2, 5th Amendment, Adams County, Colorado, Recorded May 15, 2018 at Reception No. 2018000039339 (each a “**Lot**” and collectively, the “**Lots**”).

WHEREAS, the Authority holds a perpetual easement over portions of each Lot, as more particularly described in the Easement Agreement (the “**Easement Area**”), for the purpose of accessing and maintaining certain improvements benefitting the Easement Area on the Lots, including: (1) landscape improvements, as more particularly described in the Easement Agreement (the “**Landscape Improvements**”); and (2) sidewalks on the Lots, as more particularly described in the Easement Agreement (the “**Sidewalk Improvements**”) (collectively, the “**Improvements**”); and

WHEREAS, pursuant to the Easement Agreement, the Authority may, at its discretion operate, maintain, repair and replace the Improvements located within the Easement Area on each such Lot (the “**Services**”), subject to taxes, fees and charges that may be imposed upon such Lots by the Authority in connection with the provision of such Services; and

WHEREAS, the Board of Directors of the Authority adopted a Landscape Maintenance and Snow Removal Policy pursuant to §§ 32-1-1001(1)(h) and (m), C.R.S. by resolution dated August 14, 2019 (the “**Policy**”), to provide for the orderly and efficient conduct of maintenance and operation of Landscape Improvements and Sidewalk Improvements within the Easement Area; and

WHEREAS, the Authority 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 Authority maintained, and that the health, safety and welfare of the Authority and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Maintenance 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 Maintenance Fee, is necessary to provide for the common good and for the prosperity and general welfare of the Authority and its inhabitants and for the orderly and uniform administration of the Authority’s affairs; and

WHEREAS, the Authority find that the Maintenance 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 Boards as follows:

**1. DEFINITIONS**

a. “**Homeowner**” means any third-party Lot owner or tenant of any Lot owner occupying or intending to occupy a Lot.

b. “**Maintenance Fee Schedule**” 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.

c. “**Single Family Detached Lot**” means the properties more specifically described as Lots 1 through 28, Block 7; Lots 1 through 24, Block 8; and Lots 1 through 36, Block

9, Brighton Crossing – Filing No. 2, 5th Amendment, Adams County, Colorado, recorded May 15, 2018 at Reception No. 2018000039339.

d. **“Duplex Lot”** means the properties more specifically described as lots 1 Lots 1 through 8, Block 1; Lots 1 through 44, Block 2; Lots 1 through 8, Block 3; Lots 1 through 15, Block 4; Lots 1 through 22, Block 5; and Lots 1 through 17, Block 6, Brighton Crossing – Filing No. 2, 5th Amendment, Adams County, Colorado, recorded May 15, 2018 at Reception No. 2018000039339.

## 2. MAINTENANCE FEES

a. A Maintenance Fee is hereby established for the costs associated with the provision of the Services to the Lots pursuant to the Policy and the Easement Agreement.

b. The Maintenance Fee shall be imposed upon the Lots at a rate established by the Districts from time to time, pursuant to an annual Maintenance Fee Schedule and shall constitute the rate in effect until such Maintenance Fee Schedule is amended.

c. The Maintenance Fee shall be first due and owing upon closing of the transaction conveying the Lot to a Homeowner. Thereafter, the Maintenance Fee shall be billed by the Authority to the property owner on a schedule as is determined by the Authority from time to time. The Authority may determine, in their discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

3. **LATE FEES AND INTEREST.** Pursuant to § 29-1-1102(3), C.R.S., the cumulative monthly Maintenance Fees, if not paid in full within thirty (30) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or a late fee of five percent (5%) per month on unpaid Fees, not to exceed a total of twenty-five percent (25%) of such cumulative monthly Maintenance Fees. Interest will also accrue on any outstanding Maintenance Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The Authority may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of their perpetual liens. 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 Authority and/or its consultants in connection with the foregoing.

4. **PAYMENT.** Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to the Authority, made payable to “Brighton Crossings Operations Board” and sent to the address indicated on the Fee Schedule. The Authority may change the payment address from time and time and such change shall not require an amendment to this Resolution.

5. **LIEN.** The fees 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 District No. 1, 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 Adams 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 the Lots.

8. **EFFECTIVE DATE.** This Resolution shall become effective as of August 14, 2019.

ADOPTED this 10<sup>th</sup> day of September, 2019.

BRIGHTON CROSSINGS OPERATIONS  
BOARD, a contractual authority and political  
subdivision of the State of Colorado

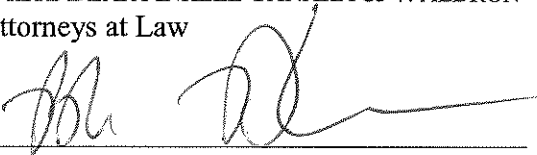
  
\_\_\_\_\_  
Officer of the Authority

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel to the Authority

*[Signature Page to Resolution Regarding Imposition of Maintenance Fees]*

**EXHIBIT A**

**BRIGHTON CROSSINGS OPERATIONS BOARD**

**Schedule of Fees**

**Effective September 10, 2019**

<b>Schedule of Fees</b>		
<b>Fee Type</b>	<b>Classifications</b>	<b>Rate</b>
<b>Maintenance Fee</b>	Single Family Detached Lots	\$80/month
	Duplex Lots	\$60/month

**PAYMENTS:**

- Pay online by accessing the online payment portal through the Authority's website, [www.brightoncrossingsconnect.com](http://www.brightoncrossingsconnect.com).
- Payments by check made out to Brighton Crossings Operation Board may be mailed to:  
Pinnacle Consulting Group, Inc.  
550 W. Eisenhower Blvd.  
Loveland, CO 80537
- Email [services@brightoncrossings-connect.com](mailto:services@brightoncrossings-connect.com) or call 970-669-3611 with questions related to billings and/or payments.