

**AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS OF
BRIGHTON CROSSINGS OPERATIONS BOARD**

**ADOPTING POLICIES AND PROCEDURES FOR COVENANT AND RULE
ENFORCEMENT**

WHEREAS, the Brighton Crossing Metropolitan District Nos. 4-8 are each a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**District**” and collectively the “**Districts**”) which were formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by orders of the District Court for Adams County, Colorado, and after approval of the Districts’ eligible electors at an election; and

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

WHEREAS, on April 15, 2019 the Districts entered into the Brighton Crossings Authority Establishment Agreement, as may be amended from time to time, (the “**Agreement**”) to establish the Brighton Crossings Operations Board (the “**Authority**”), a separate legal entity that is a political subdivision and public corporation of the State of Colorado; and

WHEREAS, pursuant to the Agreement, the Authority has the authority to provide for the joint operation, maintenance and repair of public improvements and provision of services, including but not limited to covenant enforcement and design control services; and

WHEREAS, pursuant to § 29-1-203, C.R.S. and § 32-1-1004(8)(a)(I), C.R.S, the Authority has the power to furnish covenant enforcement and design review services within its boundaries if the Authority and the governing body of the applicable master association or similar body have entered into a contract to define the duties and responsibilities of each of the parties, including the covenants that may be enforced and the covenant enforcement services do not exceed the enforcement powers granted in the declaration of the association; and

WHEREAS, the Brighton Crossing Master Association, Inc. (the “**Association**”) is a Colorado nonprofit corporation; and

WHEREAS, pursuant to Article 5, Sections 5.2.8 and 5.3 of the Master Declaration for Brighton Crossing, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado, on December 13, 2002, at Reception Number C1067328 (the “**Declaration**”), the Association has the power to enforce the restrictions contained within the Declaration; and

WHEREAS, pursuant to Article 5, Section 5.4 of the Declaration, the Association has the authority to enter into agreements for the management of the Association; and

WHEREAS, the Association and Brighton Crossing Metropolitan District No. 4 entered into that certain Management Agreement, dated July 1, 2011 (the “**Management Agreement**”), pursuant to which the Association delegated its covenant and architectural control and enforcement power to the District; and

WHEREAS, the Management Agreement was assigned by Brighton Crossing Metropolitan District No. 4 to the Authority on June 11, 2019; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Authority has the power to adopt, amend, and enforce bylaws and rules and regulations for the purpose of carrying on the business, objects, and affairs of the board and the Authority; and

WHEREAS, in order to uniformly and efficiently effectuate its enforcement obligations set forth in the Declaration, the Agreement, and the Management Agreement, and in accordance with its authority to adopt rules and regulations for the purpose of carrying on its business, objects and affairs, the Authority desires to set forth certain policies and procedures related to its covenant enforcement obligations assigned to it pursuant to the Management Agreement and Agreement; and

WHEREAS, on June 11, 2019, the Authority adopted that certain Resolution Adopting Policies and Procedures for Covenant and Rule Enforcement (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. **Policies and Procedures for Covenant and Rule Enforcement:** The Authority hereby adopts the Policies and Procedures for Covenant and Rule Enforcement, attached hereto as **Exhibit A** and incorporated herein, as may be amended from time to time, which shall apply to covenant and rule enforcement for any and all property subject to the Declaration.
2. **Effective Date:** The provisions of this resolution shall take effect immediately.

[Signature page follows]

EXHIBIT A

POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT

1. Enforcement Policy. Pursuant to that certain management agreement between Brighton Crossing Master Association, Inc. (the “**Association**”) and Brighton Crossing Metropolitan District No. 4 (the “**District**”), dated July 1, 2011 (the “**Management Agreement**”), the Association delegated its right to enforce its Governing Documents to the District. The District and Association thereafter assigned the Management Agreement to the Brighton Crossings Operations Board (the “**Authority**”) on June 11, 2019. Through the assignment of the Management Agreement to the Authority, the Authority may enforce the Governing Documents of the Association through administrative proceedings or judicial action. Any non-compliance with the Governing Documents by any Owner, renter or guest will be the responsibility of the Owner of the respective property subject to the Governing Documents (“the “**Owner**”). These Policies and Procedures are intended to serve as guidance to the Board of Directors (the “**Board**”) of the Authority and the Authority’s authorized representative(s) (the “**Authority Representative**”), and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to or action undertaken by the Authority Representative. In addition, these Policies and Procedures shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to Improvements as set forth in the governing documents of the Association. Unless specifically defined herein, any capitalized terms used herein shall have the meaning set forth in the Master Declaration for Brighton Crossing, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on December 13, 2002, at Reception Number C1067328 (the “**Declaration**”).

2. Complaints.

a. Complaints by Owners or residents shall be in writing and submitted to the Authority’s Representative. The complaining Owner or resident shall have observed the alleged violation and shall identify the Owner of the Unit on which the alleged violation exists, if known, and set forth a statement describing the alleged violation, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Authority.

b. Complaints by a member of the Board, a committee member, or the Authority Representative may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Board member, committee member or the Authority Representative.

3. Investigative Procedure. Upon receipt of a written complaint alleging a violation of the Governing Documents, the Authority Representative will conduct an investigation to determine whether a violation of the Governing Documents has occurred.

4. Enforcement Process for Continuous Violations. Upon determining that a “**Continuous Violation**” (defined as a violation that is ongoing, uninterrupted by time and may take time to cure) has occurred, the Authority Representative and the Board shall take the following steps:

a. Advisory Letter. If the Authority Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the Authority Representative, the Authority Representative will send an “**Advisory Letter**” to the Owner by first-class United States mail to the address of the Owner on record according to the records of the County Assessor (“**Owner’s Address**”), notifying the Owner of: (i) the restriction violated and the nature of the violation, (ii) that the Owner must have the Continuous Violation corrected within 30 calendar days of the date of the Advisory Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the Authority Representative, the Continuous Violation requires more than 30 days to cure, the Authority Representative may extend the cure period or require the Owner to commence such cure within 30 days of the date of the Advisory Letter and diligently prosecute the same to completion.

b. Notice of Complaint and Opportunity to Be Heard. If an Owner fails to cure (or provide adequate proof that he or she is diligently seeking to cure, if applicable) a Continuous Violation within 30 days of the date of the Advisory Letter this shall be considered a second violation for which a fine may be imposed. The Authority Representative shall send a notice of complaint and opportunity to be heard (“**Hearing Notice**”) to the Owner at the Owner’s address notifying the owner of the Continuous Violation and of the potential fines that may be imposed if the Continuous Violation is not cured. The Hearing Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 30 days of the date of the Hearing Notice.

c. Notices of Ongoing Violation. If the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the Authority Representative in writing within 30 days of the Hearing Notice, this shall be considered a third violation for which a fine may be imposed. The Authority Representative shall send a notice of ongoing violation

(“**Ongoing Violation Notice**”) to the Owner’s Address demanding that the Owner cure the ongoing Continuous Violation and that an additional fine has been imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 9 below. If the Continuous Violation remains uncured 30 days after the date of the first Ongoing Notice Violation or the Owner has not made arrangements to cure the Continuous Violation and communicated such arrangements to the Authority Representative in writing within 30 days of the first Ongoing Violation Notice, this shall be considered a fourth violation for which an additional fine may be imposed. A second Ongoing Violation Notice shall be sent to the Owner and shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 9 of this Resolution.

d. Continuing Violation. In the event that a Continuing Violation continues to exist uninterrupted 30 days after the date of the second Ongoing Violation Notice, the Authority may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines (“**Daily Fine Notice**”) and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a “**Repetitious Violation**” (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the Authority Representative and the Board shall take the following steps:

a. Advisory Letter. If the Authority Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the Authority Representative, the Authority Representative will send an “**Advisory Letter**” to the Owner by first-class United States mail to the Owner’s Address, notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 90 days of the date of the Advisory Letter may result in the imposition of fines.

b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 90 days of date of the Advisory Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Paragraph 9. Upon the occurrence of each subsequent Repetitious Violation, the Authority Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed (“**Repetitious Violation Notice**”). The first such Repetitious Violation Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided

that such hearing is requested in writing by the Owner within 15 days of such first Repetitious Violation Notice. The Authority may impose additional fines with each Repetitious Violation Notice sent after the first Repetitious Violation Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Hearing on Violation. If a hearing is requested by the Owner pursuant to Paragraph 4.b or 5.b above, the Authority Representative shall notify the Owner of the date, time and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by the Board or a tribunal consisting of residents of the Authority or other persons as selected by the Board.

7. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 30 days of the date of the Hearing Notice or the first Notice of Repetitious Violation, as applicable, or fails to appear at a requested hearing, the Board or the tribunal or persons designated by the Board to conduct the hearing may make a decision with respect to the violation based on the complaint, results of the investigation and any other available information without the necessity of holding a formal hearing. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Hearing Notice or the first Notice of Repetitious Violation, as applicable, regardless of whether the Owner then requests a hearing or not, the Authority need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation.

8. Decision. After the Authority has taken the steps as outlined above, upon a finding that an Owner is in violation of the Governing Documents, the Authority Representative shall send notice of violation (“**Notice of Violation**”) to the Owner’s Address. The Authority may revoke or suspend the Owner’s privileges, impose fines in accordance with the fine schedule set forth below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents.

9. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents.

Continuous Violations

First Violation	Advisory Letter
Second Violation (Hearing Notice):	\$ 25.00
Third Violation (First Ongoing Violation Notice	\$ 50.00
Fourth Violation (Second) Ongoing Violation Notice:	\$ 75.00

Daily Fine Notice: Up to \$100.00 per day

Repetitious Violations:

First Violation	Advisory Letter
Second Violation within 90 days of the Advisory Letter:	\$25.00
Subsequent Violations within 90 days of the Advisory Letter:	\$50.00 per offense

Fifth and subsequent violations or violations that remain uncured after the second Notice of Ongoing Violation may be turned over to the Authority's attorney for legal action.

10. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the Authority Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

11. Waiver of Fines and Other Amounts. The Authority may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The Authority Representative and/or the Board may, either in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the Authority Representative and/or the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

12. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the Authority through the Governing Documents, or by law. Application of this Resolution does not preclude the Authority from using any other enforcement means, including, but not limited to the recording of liens and/or notices of noncompliance, foreclosure, and any other legal or equitable remedies available to the Authority.

13. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the Authority.

14. Foreclosure of Lien. All amounts imposed pursuant to this Resolution 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), C.R.S., such lien being a charge imposed for the provision of services and facilities to the property. Said lien may be foreclosed at such time as the Authority 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.

15. Deviations. The Authority may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

16. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the Authority, in its sole and absolute discretion.


17. Payment. Payment for all fines shall be by check or equivalent form acceptable to Authority, made payable to "**Brighton Crossings Operations Board**" and sent to the following address, on or before the due date: Brighton Crossings Operations Board, c/o Pinnacle Consulting Group, Inc. 550 W. Eisenhower Boulevard, Loveland, Colorado 80537. The Authority may change the payment address from time and time and such change shall not require an amendment to this Resolution.

18. 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.

19. Effective Date. This Resolution shall become effective immediately, and shall supersede in its entirety any prior resolutions relating to the enforcement of the covenants.

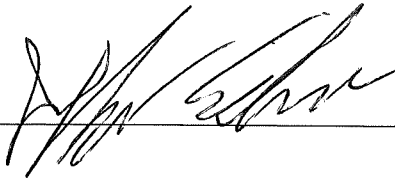
APPROVED and ADOPTED this 4th day of December, 2019.

**BRIGHTON CROSSINGS OPERATIONS
BOARD**, a 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