

**THIRD AMENDED AND RESTATED RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
BRIGHTON CROSSINGS OPERATIONS BOARD  
CONCERNING THE IMPOSITION OF AUTHORITY FEES**

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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 § 32-1-1001(1)(h), C.R.S., the Board of Directors of the Districts shall have the management, control and supervision of all the business and affairs of the District; 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 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, the Authority was organized for the purpose of providing Services (as defined below) and any related functions, services or facilities permitted by the Constitution and laws of Colorado and in accordance with the provisions of the Agreement; and

WHEREAS, the Board of Directors of the Authority (the “**Board**”) has determined it to be in the best interests of the Authority, and the property owners, taxpayers, and residents of the Authority, to acquire, operate and maintain certain amenities and facilities benefitting property and inhabitants within the Authority, which amenities and facilities generally include swimming pool, fitness and gathering building and related recreational facilities, amenities and landscape and hardscape improvements, open space, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the Authority, and the property owners, taxpayers, and residents of the Authority, to provide certain services to property and inhabitants within the boundaries of the Authority, including without limitation, landscape maintenance, snow removal, and covenant enforcement (collectively, the “**Services**”); and

WHEREAS, the Authority incurs certain direct and indirect costs associated with the repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs, in order that the Facilities may be properly provided and maintained, and the Authority also 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 “**Operations Costs**”); and

WHEREAS, as established in the Authority’s adopted budget, the estimated Operations Costs for the Authority in 2021 are approximately \$2,827,147; and

WHEREAS, pursuant to the Agreement, the Authority’s administrative, operational and maintenance expenses are to be funded through revenues generated by the imposition of a mill levy imposed by the Districts; and

WHEREAS, the Authority estimates that in 2022 the Districts will contribute a total of \$1,075,754 to the Authority for administrative, operational and maintenance expenses; and

WHEREAS, the revenue from the Districts’ contributions is insufficient to pay the Operations Costs; and

WHEREAS, based on analysis conducted by the Authority’s manager and accountant, the Board has determined that the fees set forth in **Exhibit A** are reasonable; and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Operations Costs, which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the Authority’s affairs; and

WHEREAS, the Authority finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, the Authority adopted the Second Amended and Restated Resolution Concerning the Imposition of Authority Fees dated July 9, 2020, which was recorded in the real property records of the Adams County Clerk and Recorder’s Office on October 6, 2020, at Reception No. 2020000100889 (the “**Prior Fee Resolution**”), and the Authority desires to adopt this Resolution to amend and restate the Prior Fee Resolution in its entirety. Any fees, rates,

tolls, penalties or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

**“Alley Unit”** means any of the Lots more specifically described as all residential lots in Blocks 1 through 12, Brighton Crossing Filing No. 3, Adams County, Colorado, recorded January 30, 2004, at Reception No. C1271524; Lots 1 through 28, Block 8, Lots 1 through 17 and 19 through 24, Block 9, Lots 1 through 6, 8 through 11, 14 through 29, and 32 through 36, Block 10, Brighton Crossing – Filing No. 2, 5th Amendment, Adams County, Colorado, recorded May 15, 2018 at Reception No. 2018000039339; Lot 18, Block 9, Lots 7, 12, 13, 30 and 31, Block 10, Brighton Crossing – Filing No. 2, 10th Amendment, Adams County, Colorado, recorded July 23, 2019 at Reception No. 2019000057991; and each Low Maintenance Duplex Lot, as defined below.

**“Authority Boundaries”** means the legal boundaries of the Authority, as the same are established and amended from time to time by the Districts pursuant to §§32-1-101, *et seq.*, C.R.S., as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

**“Courtyard Unit”** means any of the Lots more specifically described as Lots 6 through 25, Block 1, and Lots 5 through 54, Block 2, Brighton Crossing Filing No. 3, Adams County, Colorado, recorded January 30, 2004, at Reception No. C1271524.

**“Due Date”** means the date by which each Operations Fee is due, which Due Date is reflected on the Schedule of Fees.

**“End User”** means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit. End User specifically excludes a tenant occupying an Apartment Unit.

**“Fee Schedule”** or **“Schedule of Fees”** 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.

**“Lot”** means each parcel of land established by a recorded final subdivision plat and which is located within the Authority Boundaries.

**“Low Maintenance Duplex Lot”** means each of the properties more specifically described as Lots 1 through 28, Block 8; Lots 1 through 17 and 19 through 24, Block 9; Lots 1 through 6, 8 through 11, 14 through 29, and 32 through 36, Block 10, Brighton Crossing – Filing No. 2, 5th Amendment, Adams County, Colorado, recorded May 15, 2018 at Reception No. 2018000039339; and Lot 18, Block 9; Lots 7, 12, 13, 30 and 31,

Block 10, Brighton Crossing – Filing No. 2, 10th Amendment, Adams County, Colorado, recorded July 23, 2019 at Reception No. 2019000057991.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the Authority Boundaries which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser or purchasers.

“**Vacant Lot**” means each parcel of land within the Authority established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units or Apartment Units is situated and specifically excluding any parcel owned by the Authority.

2. ADMINISTRATIVE SET UP FEE.

a. An Administrative Set-Up Fee is hereby established to defray the costs associated with setting up new accounts of the Authority.

b. The Administrative Set-Up Fee shall be imposed upon all Lots and Residential Units at a rate established by the Authority from time to time pursuant to an annual Schedule of Fees and shall constitute the rate in effect until such Schedule of Fees is amended.

c. All Administrative Set-Up Fees established hereunder shall be due and owing not later than ten (10) days after a Transfer.

3. RECURRING AUTHORITY FEES.

a. OPERATIONS FEE.

i. The Board has determined, and does hereby determine, that it is in the best interests of the Authority and its respective residents and property owners to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to a “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The initial Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

ii. The Board has determined, and does hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Facilities and Services, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

iii. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District to pay for general administrative costs of the District.

b. **AUTHORITY HOA FEE.**

i. An Authority HOA Fee is hereby established for the costs associated with the provision of services pursuant to the Management Agreement between the Brighton Crossing Metropolitan District No. 4 and the Brighton Crossing Master Association, Inc. (the "**HOA**"), dated July 1, 2011, as may be amended, and assigned to the Authority on June 11, 2019 (the "**Management Agreement**"). Said Management Agreement may be amended and/or the HOA and Authority may enter into a new agreement. Any such amendment or new agreement shall automatically relate to this provision and shall be considered the Management Agreement for purposes herein.

ii. The Authority HOA Fee shall be imposed on all Lots and Residential Units at a rate established by the Authority from time to time pursuant to an annual Schedule of Fees and shall constitute the rate in effect until such Schedule of Fees is amended.

iii. The Authority HOA Fee shall be first due and owing at the earlier date upon which either (1) a Certificate of Occupancy is issued, (2) the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer, or (3) when a Lot or Residential Unit is occupied for residential use, whichever occurs first. Thereafter, the Authority HOA 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 its discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

iv. Imposition of the Authority HOA Fee shall be expressly subject to the HOA's waiver of all HOA assessments and other fees, fines and charges (the "**HOA Fees and Charges**"). If the HOA does not waive all HOA Fees and Charges, the Authority shall not assess the Authority HOA Fee but shall be authorized to collect any HOA Fees and Charges assessed by the HOA pursuant to the Management Agreement until such time as the HOA waives such fees.

c. **TRASH FEE.**

i. A Trash Fee is hereby established for the costs associated with the provision of residential trash pickup and disposal services within the boundaries of the Authority.

ii. The Trash Fee shall be imposed on all Lots and Residential Units at a rate established by the Authority from time to time pursuant to an annual Schedule of Fees and shall constitute the rate in effect until such Schedule of Fees is amended.

iii. The Trash Fee shall be first due and owing at the earlier of the date upon which either (1) a Certificate of Occupancy is issued, (2) the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer, or (3) when the Lot or Residential Unit is occupied for residential use, whichever occurs first. Thereafter, the Trash 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 its discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner

d. COURTYARD FEE.

i. A Courtyard Fee is hereby established for the costs associated with the provision of construction, operation and maintenance of public improvements and facilities related to the courtyards within the boundaries of the Authority.

ii. The Courtyard Fee shall be imposed upon Courtyard Units at a rate established by the Authority from time to time pursuant to an annual Schedule of Fees and shall constitute the rate in effect until such Schedule of Fees is amended.

iii. The Courtyard Fee shall be first due and owing at the earlier of the date upon which either (1) a Certificate of Occupancy is issued, (2) the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer, or (3) when the Lot or Residential Unit is occupied for residential use, whichever occurs first. Thereafter, the Courtyard 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 its discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

e. ALLEY FEE.

i. An Alley Fee is hereby established for the costs associated with the operation and maintenance of public improvements and facilities related to the alleys owned and/or maintained by the Authority.

ii. The Alley Fee shall be imposed upon Alley Units at a rate established by the Authority from time to time pursuant to an annual Schedule of Fees and shall constitute the rate in effect until such Schedule of Fees is amended.

iii. The Alley Fee shall be first due and owing at the earlier of the date upon which either (1) a Certificate of Occupancy is issued, (2) the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer, or (3) when the Lot or Residential Unit is occupied for residential use, whichever occurs first. Thereafter, the Alley 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 its discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

f. MAINTENANCE FEES.

i. The Authority was granted a perpetual easement pursuant to that certain Access and Maintenance Easement Agreement recorded on October 18, 2019, at Reception No. 2019000090018 in the real property records of Adams County, Colorado, as amended by that certain Amendment to Access and Maintenance Easement Agreement recorded on August 12, 2020, at Reception No. 2020000078149 in the real property records of Adams County, Colorado (together, the “**Easement Agreement**”), related to the Low Maintenance

Duplex Lots. Pursuant to the Easement Agreement, the Authority may, at its discretion operate, maintain, repair and replace certain Landscape and Sidewalk Improvements located within the Easement Area, as defined in the Easement Agreement. Pursuant to the Easement Agreement, a Maintenance Fee is hereby established for the costs associated with the provision of the Services, as defined by the Easement Agreement.

ii. The Maintenance Fee shall be imposed upon the Low Maintenance Duplex Lots at rates established by the Authority 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.

iii. The Maintenance Fee shall be first due and owing upon closing of the transaction conveying the Low Maintenance Duplex 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.

4. DESIGN REVIEW FEES.

a. Pursuant to the Management Agreement, the Authority, may establish a fee for the review of Design Review Request Forms and Plans and Specifications, including a fee related specifically to the initial installation of rear yard landscaping (the “**Rear Yard Landscaping Design Review Fee**”). The Authority has established such fees described below.

b. **REAR YARD LANDSCAPING DESIGN REVIEW FEE.** A Rear Yard Landscaping Design Review Fee is hereby established specifically for the DRC’s review of the Design Review Request Forms and Plans for initial installation of rear yard landscaping on Lots. The Rear Yard Landscaping Design Review Fee shall be due and owing upon closing of the transaction conveying the Lot to a Homeowner.

c. **GENERAL DESIGN REVIEW FEE.** A Design Review Fee is hereby established for review of Design Review Request Forms and Plans not related to the initial installation of rear yard landscaping on Lots. The Design Review Fee shall be due and owing at the time that the Design Review Request Form is submitted.

5. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee 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 up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. 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 District and/or its consultants in connection with the foregoing.

6. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to the District, made payable

to “Brighton Crossings Operations Board” and sent to the address indicated on the Fee Schedule. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

7. 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 the District, 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 the County.

8. 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.

9. THE PROPERTY. This Resolution shall apply to all property within the District’s boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

10. EFFECTIVE DATE. This Resolution shall become effective July 9, 2020.

*[Remainder of page left blank. Signature page follows.]*



ADOPTED this 9th day of November, 2021.

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

DocuSigned by:  
**Ashley Tarufelli**  
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\_\_\_\_\_  
Officer of the Authority

ATTEST:

DocuSigned by:  
*John Strider*  
1724843AF25E4DF...  
\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

DocuSigned by:  
*Eve Velasco*  
5582C036FFC44E4...  
\_\_\_\_\_

General Counsel to the Authority

*Signature Page to Resolution Concerning the Imposition of Authority Fees*

**EXHIBIT A**  
**BRIGHTON CROSSINGS OPERATIONS BOARD**  
**Schedule of Fees**  
**Effective November 9, 2021**

<b>Schedule of Fees</b>		
<b>Fee Type</b>	<b>Classifications</b>	<b>Rate</b>
<b>Administrative Set-Up Fee</b>	All Classifications	\$200.00 per Unit
The Due Date for each Administrative Set-Up Fee is no later than ten (10) days after a Transfer occurs.		
<b>Recurring Authority Fees</b>		
<b>Operations Fee</b>	All Classifications	\$52.00/month
<b>Trash Fee</b>	All Classifications	\$12.00/month
<b>Authority HOA Fee</b>	All Classifications	\$18.00/month
<b>Courtyard Fee</b>	Courtyard Unit	\$25.00/month
<b>Alley Fee</b>	Alley Unit	\$15.00/month
<b>Maintenance Fee</b>	Low Maintenance Duplex Lot	\$18.00/month
Each Recurring Authority Fee is billed quarterly. The Due Date for each Recurring Authority Fee is the last day of January, April, July and October. A Late Fee of \$15 will be assessed 30 days after the Due Date of any Recurring Authority Fee. Interest will be assessed as defined in the Amended and Restated Resolution Concerning the Imposition of Authority Fees adopted November 9, 2021.		
<b>Design Review Fees</b>		
<b>Rear Yard Landscaping Design Review Fee</b>	Initial Application	\$85.00
<b>Design Review Fee</b>	See Application for Improvements that require Design Review Fee	\$85.00

**PAYMENTS:**

Payment for each fee shall be made payable to the Brighton Crossings Operations Board.

Payments may be made online by accessing the online payment portal through the Authority's website: [www.brightoncrossingsconnect.com](http://www.brightoncrossingsconnect.com)

Payments by check made payable to Brighton Crossings Operations Board may be mailed to:  
Pinnacle Consulting Group, Inc.  
550 W. Eisenhower Blvd.  
Loveland, CO 80537

**EXHIBIT B**

**BRIGHTON CROSSINGS OPERATIONS BOARD**

**Authority Boundaries**