

AGREEMENT REGARDING ASSESSMENTS

THIS AGREEMENT REGARDING ASSESSMENTS ("Agreement") is made as of January 1, 2019, between BROOKWILLOW VILLAGE HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation ("BVH"), and BROOKWILLOW VILLAGE CONDOMINIUM I ASSOCIATION, INC., a Colorado nonprofit corporation ("Condominiums"). BVH and Condominiums are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. BVH is the association defined in that certain Declaration of Covenants, Conditions and Restrictions of Brookwillow Village Subdivision recorded on April 17, 2006 at Reception No. 2311973 in the real property records of Mesa County, Colorado ("BVH Community"); and

B. Condominiums is the association defined in the Condominium Declaration of Brookwillow Village Condominium I recorded in the real property records of Mesa County, Colorado at Reception No. 2406005 on October 10, 2007 ("Condominiums Community"). The Condominiums Community is subject to the Declaration of Covenants, Conditions and Restrictions of Brookwillow Village Subdivision ("BVH Declaration").

C. The BVH Community common elements contain a Community Center Facility located at 2472 Orion Way ("Community Center"); landscaping surrounding the Community Center ("Community Center Landscaping") and certain irrigation facilities ("Irrigation Facilities") are all depicted on Exhibit A attached hereto. Collectively, the Community Center, Community Center Landscaping and the Irrigation Facilities are the "BVH Amenities".

D. The BVH Declaration requires owners within BVH, which includes owners within the Condominiums Community, to maintain the BVH Amenities; and

E. The Condominiums Community is comprised of 20 Units.

AGREEMENT

In consideration of the foregoing recitals, the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the undersigned Parties covenant and agree as follows:

1. **Payment.** Condominiums shall remit to BVH costs associated with the BVH Amenities on a quarterly basis. Such invoice shall be due and payable within 30 days of receipt.
2. **Calculations.** The costs to be paid by Condominiums Community shall be based upon the following:
 - i. **Community Center.** Condominiums Community shall pay to BVH 9% of the total budget costs of the maintenance and operational costs of the Community

Center. Such costs shall also include a portion allocated to reserves as determined by the BVH Board of Directors.

- ii. **Community Center Landscaping.** Condominiums Community shall pay to BVH 9% of the total costs of the maintenance and operation of the Community Center Landscaping. Such costs shall be calculated as 3% of the entire landscaping costs for the BVH community. By way of example, Community Landscaping costs shall be equal to a sum derived by Total Landscaping Costs divided by 3% (Total Area of Community Center Landscaping) divided by 9% (allocated share to Condominiums Community). The 9% is based upon a fraction, the numerator of which is the number of condominiums and the denominator being the total number of Units in the Community.
 - iii. **Irrigation Services.** Condominiums Community shall pay to BVH 3% of the total cost of the maintenance and operation of the Irrigation Services and system. Such costs shall include a portion allocated to reserves as determined by the BVH Board of Directors.
3. Adjustments. Upon the completion of additional Condominium Units, the calculations above shall be adjusted to include the additional Units.
4. **Term.** Unless sooner terminated as set forth below, this Agreement shall be for an initial term of 3 years. Upon the termination of this Agreement, unless renewed, Condominiums Community shall pay to BVH all costs and expenses which may be lawfully assessed to the owners of condominium units, as set forth in the BVH Declaration, in accordance with the formulas contained therein.
5. **Binding Effect.** In the event payment is not received by the BVH Community on or before the due date, BVH may bill each condominium owner directly with their allocated share of such costs. If Condominiums Community fails to make any payment required of them within any applicable time period, the amount owed shall accrue interest until paid at the rate of twenty one percent (21%) per annum.
6. **Termination.** This Agreement may be terminated at any time by either party upon 60 days written notice to the other. Upon termination, every owner, including Condominiums owners, shall be required to pay their allocated cost assessed in accordance with the BVH Declaration.
7. **Amendment.** This Agreement and the obligations granted hereunder are perpetual. This Agreement may be amended or terminated at any time by the mutual written consent of the Parties.
8. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue shall be proper in Mesa County, Colorado.
9. **Captions.** The paragraph headings are inserted only for convenient reference and do not define, limit or prescribe the scope, intent or meaning of this Agreement.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which together shall constitute a single agreement. For purposes of recording this Agreement, an original signature page from one counterpart may be attached to another counterpart.

IN WITNESS WHEREOF, the parties have executed this Cost Sharing Agreement on the day and year first above written.

**Brookwillow Village Homeowners Association,
Inc.,**
a Colorado nonprofit corporation

By: Sheila J. Johnston
Sheila J. Johnston President

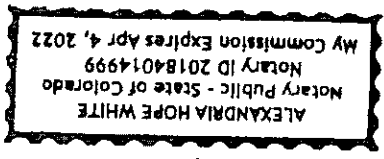
**Brookwillow Village Condominium I
Association, Inc.,**
a Colorado nonprofit corporation

By: Debbie Thomas
Debbie Thomas, President

STATE OF COLORADO)
) ss.
COUNTY Mesa)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2019, by _____ as President of Brookwillow Village Homeowners Association, Inc.

Witness my hand and official seal.
My Commission expires: 4 April 2022



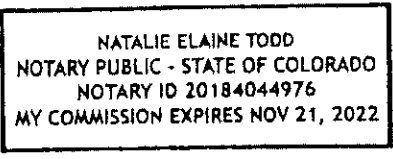
Alexandra Hope White
Notary Public

STATE OF COLORADO)
) ss.
COUNTY Mesa)

The foregoing instrument was acknowledged before me on this 18 day of June, 2019, by Sheila J. Johnston, as President of Brookwillow Village Condominium I Association, Inc.

Witness my hand and official seal.
My Commission expires: Nov. 21, 2022

Natalie Elaine Todd
Notary Public



BROOKWILLOW VILLAGE HOMEOWNERS ASSOCIATION, INC.

2021 SUBASSOCIATION EXPENSES SUMMARY

SUMMARY

Clubhouse Facility
Clubhouse Landscaping
Irrigation Services

2021-1Q	2021-2Q	2021-3Q	2021-4Q	TOTAL
\$ 317.74	\$ 367.79	\$ 240.15	\$ 267.99	\$ 1,193.66
\$ -	\$ 24.46	\$ 24.46	\$ 16.31	\$ 65.23
\$ 24.19	\$ 1,254.90	\$ 81.40	\$ 20.91	\$ 1,381.40
\$ 341.92	\$ 1,647.16	\$ 346.01	\$ 305.20	\$ 2,640.29

BROOKWILLOW VILLAGE HOA
2021 SUBASSOCIATION EXPENSES SUMMARY

July August September 2021-3Q

CLUBHOUSE FACILITY					TOTAL
City of Grand Junction	Sewer	\$ 36.56	\$ 36.56	\$ 36.56	\$ 109.68
City of Grand Junction	Water	\$ 44.52	\$ 22.44	\$ 22.44	\$ 89.40
City of Grand Junction	Nightly Lock-up	\$ -	\$ 225.00	\$ 225.00	\$ 450.00
City of Grand Junction	Weekly Janitorial Jan Vandalism	\$ 500.00	\$ 400.00	\$ -	\$ 900.00
City of Grand Junction	Fire Extinguisher Service	\$ -	\$ -	\$ -	\$ -
City of Grand Junction	Clubhouse Maint & Repairs	\$ -	\$ -	\$ 140.00	\$ 140.00
City of Grand Junction	Repairs, Door Keypad System	\$ -	\$ -	\$ -	\$ -
City of Grand Junction	Gas	\$ 49.77	\$ 49.80	\$ 53.31	\$ 152.88
City of Grand Junction	Electricity	\$ 199.69	\$ 201.49	\$ 111.92	\$ 513.10
City of Grand Junction	Clubhouse Internet Svc	\$ 54.99	\$ -	\$ 118.23	\$ 173.22
City of Grand Junction	Jan-keys & SD Card, Feb-hadder	\$ -	\$ -	\$ -	\$ -
City of Grand Junction	Replace broken windows	\$ -	\$ -	\$ -	\$ -
City of Grand Junction	Front Entrance Storage	\$ -	\$ -	\$ -	\$ -
City of Grand Junction	Pest Tx	\$ -	\$ -	\$ 140.00	\$ 140.00
City of Grand Junction	Remburse-Camera, Int Storage	\$ -	\$ -	\$ -	\$ -
City of Grand Junction	Interior Window, Light bulbs	\$ -	\$ -	\$ -	\$ -
City of Grand Junction	CLUBHOUSE SUBTOTALS	\$ 885.53	\$ 935.29	\$ 847.46	\$ 2,668.28
BWVC (Calculation: 9% unit count x subtotal)					\$ 240.15

CLUBHOUSE LANDSCAPING					
Mountain West Services	Lawn Maintenance	\$ 3,020.00	\$ 3,020.00	\$ 3,020.00	\$ 9,060.00
Mountain West Services	CLUBHOUSE LANDSCAPING SUBTOTALS	\$ 3,020.00	\$ 3,020.00	\$ 3,020.00	\$ 9,060.00
BWVC (Calculation: 9% unit count x 3% total area x subtotal)					\$ 24.46

IRRIGATION SERVICES					
Grand Valley Irrigation	Water Shares	\$ -	\$ -	\$ -	\$ -
Xcel Energy	Electricity	\$ 616.74	\$ 549.02	\$ 518.92	\$ 1,684.68
Mountain West Services	Main System Repairs	\$ -	\$ 758.66	\$ 110.00	\$ 868.66
Pamona Lateral Ditch Co	Ditch Maintenance Fee	\$ -	\$ 160.00	\$ -	\$ 160.00
Precision Hydrovac	Pond Silt Removal	\$ -	\$ -	\$ -	\$ -
Supplies	Pump for pond	\$ -	\$ -	\$ -	\$ -
McAthin Electrical	Electrical -New Pump	\$ -	\$ -	\$ -	\$ -
Evergreen Pump	New 20hp pump, VFD, Flowmeter	\$ -	\$ -	\$ -	\$ -
IRRIGATION SERVICES SUBTOTALS		\$ 616.74	\$ 1,467.68	\$ 628.92	\$ 2,713.34
BWVC (Calculation: 9% total area x subtotal)					\$ 81.40
2021-3Q Total				\$ 346.01	

Expense Details
 Capital Improvement - Upgraded Irrigation pump, e
 Pond silt cleaning will be moved to an annual maint
 Brookwillow Services -Sept security camera repair,
 Mountain West Services -Aug repairs: foot valve, so
 Vandalism in Jan resulted in extra cleaning costs, re

BROOKWILLOW VILLAGE HOA
2021 SUBASSOCIATION EXPENSES SUMMARY

	April	May	June	2021-2Q TOTAL
CLUBHOUSE FACILITY				
City of Grand Junction	\$ 36.56	\$ 36.56	\$ 36.56	\$ 109.68
Ute Water	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Color Security/Grand Valley	\$ -	\$ 826.61	\$ 495.00	\$ 1,321.61
B-Z Bees Janitorial	\$ 500.00	\$ 500.00	\$ 447.82	\$ 1,447.82
Excel Fire Protection	\$ -	\$ -	\$ -	\$ -
Brookwillow Services	\$ -	\$ -	\$ -	\$ -
Simmons Lock and Key	\$ -	\$ 38.99	\$ -	\$ 38.99
Xcel Energy	\$ 124.93	\$ 88.73	\$ 55.73	\$ 269.39
Xcel Energy	\$ 44.65	\$ 52.95	\$ 108.83	\$ 206.43
Spectrum	\$ 54.99	\$ 54.99	\$ 54.99	\$ 164.97
Misc	\$ -	\$ -	\$ -	\$ -
Alpine Glass/Bratton Glass	\$ 236.58	\$ -	\$ -	\$ 236.58
Bud's Signs	\$ 135.65	\$ -	\$ -	\$ 135.65
Jerry's Pest Control	\$ -	\$ -	\$ -	\$ -
Monument Management	\$ 89.47	\$ -	\$ -	\$ 89.47
Mountain West Services	\$ -	\$ -	\$ -	\$ -
CLUBHOUSE SUBTOTALS	\$ 1,244.83	\$ 1,620.83	\$ 1,220.93	\$ 4,086.59
BWVC (Calculation: 9% unit count x subtotal)				
				\$ 367.79

CLUBHOUSE LANDSCAPING				
Mountain West Services	\$ 3,020.00	\$ 3,020.00	\$ 3,020.00	\$ 9,060.00
CLUBHOUSE LANDSCAPING SUBTOTALS	\$ 3,020.00	\$ 3,020.00	\$ 3,020.00	\$ 9,060.00
BWVC (Calculation: 9% unit count x 3% total area x subtotal)				
				\$ 24.46

IRRIGATION SERVICES				
Grand Valley Irrigation	\$ -	\$ -	\$ -	\$ -
Xcel Energy	\$ 88.67	\$ 380.27	\$ 513.10	\$ 982.04
Mountain West Services	\$ -	\$ -	\$ -	\$ -
Panama Lateral Ditch Co	\$ -	\$ -	\$ -	\$ -
Precision Hydrovac	\$ 25,875.00	\$ -	\$ -	\$ 25,875.00
Supplies	\$ -	\$ -	\$ -	\$ -
McAtlin Electrical	\$ 710.00	\$ -	\$ -	\$ 710.00
Evergreen Pump	\$ 14,263.00	\$ -	\$ -	\$ 14,263.00
IRRIGATION SERVICES SUBTOTALS	\$ 40,936.67	\$ 380.27	\$ 513.10	\$ 41,830.04
BWVC (Calculation: 3% total area x subtotal)				
				\$ 1,254.90

2021-2Q Total	\$ 1,647.16
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Expense Details
 Capital Improvement - Upgraded Irrigation pump, e
 Pond silt cleaning will be moved to an annual maint
 Brookwillow Services -Sept security camera repair, i
 Mountain West Services -Aug repairs: foot valve, so
 Vandalism in Jan resulted in extra cleaning costs, re