Eagle County, CO
Regina O'Brien
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ASSIGNMENT OF MAINTENANCE RESPONSIBILITY

BRIGHTWATER CLUB – HOMESTEAD LOTS & CABIN LOTS

This Assignment of Maintenance Responsibility ("**Assignment**") is made by Brightwater Club Property Owners Association, a Colorado non-profit corporation (the "**Association**").

RECITALS

A. The Amended and Restated First Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Brightwater Club (Homestead Lots) was recorded on December 15, 2008 as Reception No. 200826296 (the "**Homestead Declaration**") in the records of the Clerk and Recorder of the County of Eagle, Colorado (the "**Records**") pursuant to which the following real property was made subject to its terms: Lots 1 through 40, inclusive, Block K, Brightwater Club Filing 3 (the "**Homestead Lots**"), according to the Final Plat thereof recorded September 14, 2005 as Reception No. 929490 in the Records ("**Filing 3 Plat**").

B. The Amended and Restated Second Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Brightwater Club (Cabin Lots) was recorded on December 15, 2008 as Reception No. 200826297 (the "**Cabin Declaration**") in the Records pursuant to which the following real property was made subject to its terms: Lots 1 through 58, inclusive, Block J, Brightwater Club Filing 3 (the "**Cabin Lots**"), according to the Filing 3 Plat.

C. All capitalized terms used herein, not otherwise defined, shall have the meaning set forth in the Homestead Declaration and Cabin Declaration.

D. The Association is currently obligated to maintain the Exterior Maintenance Area of the Homestead Lots and Cabin Lots pursuant to and in accordance with Section 4 of the Homestead Declaration and Cabin Declaration. The costs related to such maintenance of the Homestead Lots is allocated and assessed as a neighborhood Assessment only to the Owners of the Homestead Lots, and the costs related to such maintenance of the Cabin Lots is allocated and assessed as a neighborhood Assessment only to the Owners of the Cabin Lots in accordance with the provisions of Section 10.6 of the Declaration.

E. Pursuant to Section 4.c.iii of the Homestead Declaration and Cabin Declaration, as applicable, the Association is authorized to assign and grant such maintenance responsibility of certain areas on each Homestead Lot and Cabin Lot to the Owner thereof, and the Owner is obligated to accept such maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner. The Association further has the right to promulgate reasonable rules and regulations regarding the maintenance by the Owner.

F. The Association, acting through its Board of Directors, finds and determines that it is in the best interest of Brightwater Club, the Association, and the Owners of the Homestead Lots and Cabin Lots to assign the Association's maintenance responsibility for the Exterior

Maintenance Area for each Homestead Lot and Cabin Lot pursuant to Section 4 of the Homestead Declaration and Cabin Declaration, as applicable, to the Owner of such Lot in a uniform and nondiscriminatory manner in accordance with the terms and conditions of this Assignment ("**Maintenance Responsibility**").

NOW THEREFORE, the Association hereby assigns its Maintenance Responsibility as follows:

1. **Assignment of Maintenance Responsibility**. Pursuant to Section 4.c.iii of the Homestead Declaration and Cabin Declaration, as applicable, and the terms and conditions of this Assignment, the Association hereby assigns the Association's Maintenance Responsibility for the Exterior Maintenance Area for each Homestead Lot and Cabin Lot to the Owner of such Lot, and each such Owner hereby accepts and agrees to be responsible for and to perform such Maintenance Responsibility. This assignment of the Maintenance Responsibility shall be effective and commence automatically as to any unimproved Homestead Lot or Cabin Lot upon commencement of any improvement, alteration or construction to or of such Lot (including without limitation construction of a Residence thereon), and as to any Homestead Lot or Cabin Lot that has been improved in any manner at the time of recording of this Assignment, upon such recording if not previously assigned. Once effective, such assignment of Maintenance Responsibility shall remain in continuous effect until it is terminated, revoked or amended by a duly executed, acknowledged and recorded instrument of the Association.

2. Such Maintenance Responsibility within the Exterior Maintenance Area of the Unit includes without limitation the duty to maintain any and all landscaping (lawns, trees, shrubs, plants, etc.), paths, walkways, driveways, patios, hot tubs, and other improvements or property of any kind, and snow and ice removal and plowing of paths, walkways and driveways, all of which shall be maintained and performed in accordance with the Community-Wide Standards and the terms of Homestead Declaration and Cabin Declaration, as applicable. The Owner receiving the assignment of Maintenance Responsibility shall be solely responsible for and directly pay any and all cost and expenses of performing such Maintenance Responsibility, and the Association shall not be responsible for or obligated to pay any such costs and expenses which shall not constitute Common Expenses or neighborhood Assessments.

3. Notwithstanding anything to the contrary in this Assignment, the Association retains its obligation to maintain the First Supplemental Common Area and the Second Supplemental Common Area in accordance the terms of Homestead Declaration and Cabin Declaration, as applicable, reserves the right to perform in its discretion weed treatment and other common maintenance of the Exterior Maintenance Areas, and retains and reserves its right to levy neighborhood Assessments for costs thereof.

4. **No Approval**. The assignment of Maintenance Responsibility to an Owner of a Homestead Lot or Cabin Lot does not constitute approval of or permission of any kind from the Association or Design Review Board to construct or make any improvements or alterations to such Lot, and all such alternations or improvements remain subject to all applicable approval and other requirements of the Design Guidelines and other Association Documents.

5. **Release.** By improving a Homestead Lot or Cabin Lot and thereby receiving an assignment of the Association's Maintenance Responsibility, the Owner of such Lot further agrees to release, discharge and hold harmless the Association and its directors, officers, members, and agents of and from any and all claims, obligations, causes of action, damages and liabilities arising out of or related in any way to such Maintenance Responsibility and the performance thereof, and any and all improvements within the Exterior Maintenance Area of such Lot.

6. **Effective Date**. This Assignment shall be effective upon recording.

7. **Severability**. Invalidation of any one of these provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

BRIGHTWATER CLUB PROPERTY OWNERS ASSOCIATION, a Colorado nonprofit corporation

By: _____
Don Janklow, President

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing Assignment was acknowledged before me by Don Janklow, as President of Brightwater Club Property Owners Association on this 15 day of September, 2017.

My commission expires: 12/2/17

_____
Notary Public

ANNE D. CLARKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024038799
MY COMMISSION EXPIRES DECEMBER 2, 2018