

LONGVIEW DRIVE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2014, by and between _____, owner(s) of **Filing __, Lot __** and all other owners ("Sharing Owners") whose properties are accessed by the private road known as Longview Drive within the Conifer Ridge Subdivision, County of Jefferson, State of Colorado, for ingress and egress to and from Conifer Ridge Drive, a dedicated public road.

AGREEMENT

1. **Purpose.** This Agreement sets forth the requirements for maintenance, improvement and snow removal pertaining to the private road known as Longview Drive described in Exhibit A (hereafter "Longview Drive").
2. **A New Agreement.** This Agreement replaces and supersedes any and all Longview Drive or Longview Roads maintenance agreements that may exist—including, but not limited to, documents with the Jefferson County reception number of F0050669 or the Jefferson County reception number of F1057541.
3. **Sharing Owners.** For the purposes of this Agreement, "Sharing Owners" shall mean the owners of properties listed as "subject to this agreement" in Exhibit A.
4. **Run with the Land.** This Agreement has been approved by current Sharing Owners and shall run with the land and shall be binding upon and inure to the benefit of the Sharing Owners, their heirs, personal representatives and successors, assigns and transferees of all properties listed as "subject to this agreement" in Exhibit A. None of these properties may be sold without making acceptance of this Agreement a condition of the sale.
5. **Road Maintenance (Other than Snow Removal).** Maintenance and improvement of Longview Drive, other than for snow removal, shall be as follows.
 - a) **Standard for Maintenance.** The Sharing Owners agree it is in the best interest to perform maintenance of Longview Drive on a regular basis to provide safe access and to minimize future major maintenance costs.
 - b) **Authority to perform Road Maintenance.** At least eight of the Sharing Owners must agree in advance prior to performing any maintenance or improvement of Longview Drive that will result in costs to be paid by the Sharing Owners.
 - c) **Requirements for Maintenance Work.** Any maintenance work performed on Longview Drive shall be done by a qualified contractor licensed in County of Jefferson, State of Colorado (if so required by the County) with sufficient insurance to protect the Sharing Owners. All Sharing Owners shall have the right to review any contract or agreement to perform maintenance work prior to the start of work.

- d) Road Maintenance on portions of Longview Drive crossing over Lots 18 and 27 of Filing One. Longview Drive crosses over the properties of Filing One, Lot 18 and Filing One, Lot 27. Even so, easements on those properties for Longview Drive allow for road maintenance as specified in this Agreement.
 - e) Apportionment of Costs. The costs for road maintenance as described in this section of the Agreement shall be apportioned equally among all Sharing Owners without regard to whether an owner has established a residence on the property.
6. **Snow Removal.** Removal of snow on Longview Drive to provide access to Sharing Owners shall be as follows.
- a) Standard for Snow Removal. Every attempt shall be made so that no more than six inches of snow is allowed to remain on Longview Drive for any four-hour period during standard working hours, or for any eight-hour period during non-working hours. Whenever possible, snow plowing shall be completed just prior to 6:00 a.m. and 4:00 p.m.
 - b) Apportionment of Costs. The cost of snow removal shall be apportioned equally among all Sharing Owners without regard to whether an owner has established a residence on the property.
7. **Excluded Maintenance.** The responsibility for reasonable maintenance and improvement of Longview Drive under this Agreement shall not include construction damage, excavation and utility tie-in, and other work that solely benefits an individual owner. Costs to repair and restore Longview Drive to the standards established by Jefferson County as a result of such damage and work shall be borne by the individual owners specifically benefiting from the work.
8. **Longview Drive Property Owners Association.** In conjunction with the approval of this Agreement, the Sharing Owners establish the Longview Drive Property Owners Association to create and manage a road maintenance fund and related bank account to which the Sharing Owners will pay annual assessments for road maintenance and snow removal related to Longview Drive. The Sharing Owners of at least two of the properties subject to this Agreement will be registered as “signers” on the bank account. The Longview Drive Property Owners Association also will establish an insurance policy to protect the assets held in the Longview Drive Property Owners bank account.
9. **Treasurer.** This Agreement creates the position of Treasurer of the Longview Drive Property Owners Association (a volunteer position to be rotated periodically among the Sharing Owners). Duties of the Treasurer will include:
- a) Collection of assessments.
 - b) Payment of snow removal and maintenance expenses.
 - c) Notification of Sharing Owners of the amount of the annual snow removal assessment based on snow removal expenses for the previous winter season (see paragraph 10).
 - d) Administration of the Association bank account.
 - e) Annual reporting to Sharing Owners of collections, expenses and account balance.

10. **Snow Removal Expenses.** Each year, on or about June 1, the Treasurer will equally divide the snow removal expenses for Longview Drive for the previous winter season among the Sharing Owners and will notify the Sharing Owners of the amount of the annual snow removal assessment.
11. **Annual Assessment.** Each year, on or about July 1, the annual snow removal assessment and the annual assessment for road maintenance will be due from each of the Sharing Owners. The amount of the annual assessment for road maintenance will be the same for all Sharing Owners. The initial amount of the annual assessment for road maintenance will be established by a vote among the Sharing Owners within one month of the approval of this Agreement. The amount of the annual assessment for road maintenance may be changed at any time by a vote among the Sharing Owners.
12. **Voting.** This Agreement may be amended, the annual assessment for road maintenance may be changed, and other Longview Drive matters may be decided by the affirmative vote of at least eight of the Sharing Owners. No matter how the title is held to any of the properties listed as "subject to this agreement" in Exhibit A, only one vote shall be allotted to each of the properties.
13. **Personal Liability.** No Sharing Owners shall be personally liable to any other Sharing Owners, or any other person for damage loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence or other matter of any kind or nature except for acts performed intentionally and with malice.
14. **Enforcement.** The Sharing Owners agree that this Agreement may be enforced by the Conifer Ridge Property Owners Association, Inc. a Colorado non-profit corporation, in accordance with the Declaration of Protective Covenants, Conditions and Restrictions for Conifer Ridge.
15. **Disputes.** In any controversy or claim arising out of, or relating to this Agreement, the Sharing Owners shall first give each other the opportunity to meet and discuss the issues before resorting to other means of resolving the dispute. The Sharing Owners shall attempt to resolve their differences through non-binding arbitration before resorting to litigation.
16. **Execution of Agreement.** This Agreement will be executed in separate counterparts by the Sharing Owners and will be filed with the Recording Division of Jefferson County.
17. **Severability.** Any determination by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the other provisions hereof.

ACCEPTED AND AGREED TO as of the date indicated below.

Property Address: _____

Filing _____ Lot _____

Signature

Date

Print Name

Signature

Date

Print Name

EXHIBIT A – page 1

Definition of Longview Drive

For the purposes of this agreement, “Longview Drive” is defined as the private road called Longview Drive from Conifer Ridge Drive up to and including the cul-de-sac adjoining Lot 3 of Filing Two and Lot 7 of Filing Two plus the developer-paved road to, but not beyond, the lot line of Lot 6 of Filing Two.

For the purposes of this agreement, the following descriptions taken from filed documents are applicable to the definition of “Longview Drive.”

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| Filing One – Lot 18
19
24
25 | A 40.00 foot wide Private Access, Drainage and Utility Easement of the vacated Longview Drive recorded in County of Jefferson, State of Colorado at Reception No. F0028725. |
| Filing One – Lot 26 | The northerly most 20.00 feet of the southerly most 30.00 feet of the vacated Longview Drive recorded in County of Jefferson, State of Colorado at Reception No. 9416670. |
| Filing One – Lot 27 | The northerly most 20.00 feet of the southerly most 30.00 feet of the vacated Longview Drive recorded in County of Jefferson, State of Colorado at Reception No. F0029016. |
| Filing Two – Lot 1
Lot 2
Lot 3
Lot 7
Lot 8
Lot 9 | The Utility & Drainage Easement and Private Access Drive contained within the 40.00 foot easement being located in the plat of Conifer Ridge – Second Filing at Plat Book 121, Page 44 and recorded in the County of Jefferson, State of Colorado at Reception No. 94196672. |
| Filing Two – Lot 3
Lot 4
Lot 5
Lot 7 | The 25.00 foot Utility & Drainage Easement and Private Access Drive contained within the easement being located in the plat of Conifer Ridge – Second Filing at Plat Book 121, Page 44 and recorded in the County of Jefferson, State of Colorado at Reception No. 94196672 within Lot 3, Lot 4, Lot 5, Lot 6 and Lot 7. |

EXHIBIT A – page 2

Properties subject to this Agreement

Filing One – Lot 17	26771 Longview Drive
Filing One – Lot 19	26721 Longview Drive
Filing One – Lot 24	26720 Longview Drive
Filing One – Lot 25	26830 Longview Drive
Filing One – Lot 26	26940 Longview Drive
Filing Two – Lot 1	26611 Longview Drive
Filing Two – Lot 2	26501 Longview Drive
Filing Two – Lot 3	26481 Longview Drive
Filing Two – Lot 4	26471 Longview Drive
Filing Two – Lot 5	26451 Longview Drive
Filing Two – Lot 6	26450 Longview Drive
Filing Two – Lot 7	26480 Longview Drive
Filing Two – Lot 8	26500 Longview Drive
Filing Two – Lot 9	26610 Longview Drive

Note: Lot 18 of Filing One—11836 Conifer Ridge Drive—is subject to this Agreement if primary access to Conifer Ridge Drive is taken from Longview Drive.