

Adamson

**COUNTRY MEADOW ESTATES HOMEOWNERS ASSOCIATION
AND
COUNTRY MEADOW RIDGE HOMEOWNERS ASSOCIATION
ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 1999
by and between INVESTMENTS OF THE CCD, LLC, a Colorado Limited Liability Company,
the Developer, COUNTRY MEADOW ESTATES HOMEOWNERS ASSOCIATION,
COUNTRY MEADOW RIDGE HOMEOWNERS ASSOCIATION and _____
_____, Buyer.

RECITALS

1. COUNTRY MEADOW ESTATES HOMEOWNERS ASSOCIATION is the duly authorized homeowners association for Country Meadow Estates, Chaffee County, Colorado, including therein parcels of land located in the Southwest Quarter and the West Half of the Southeast Quarter of Section 5, Township 49 North, Range 8 East, N.M.P.M., Chaffee County, Colorado, platted by the County of Chaffee as Country Meadow Estates and recorded as Reception No. 298266 on the 7th day of August, 1998, as amended under Reception No. 301108 recorded on the 23rd day of December, 1998, of the Chaffee County records.

2. COUNTRY MEADOW RIDGE HOMEOWNERS ASSOCIATION is the duly authorized homeowners association for Country Meadow Ridge, Chaffee County, Colorado, including therein parcels of land located in the Southwest Quarter and the West Half of the Southeast Quarter of Section 5, Township 49 North, Range 8 East, N.M.P.M., Chaffee County, Colorado, platted by the County of Chaffee as Country Meadow Ridge and recorded as Reception No. 303757 on the 5th day of May, 1999 of the Chaffee County records.

3. Country Meadow Lane is a duly platted roadway within Country Meadow Estates and Country Meadow Ridge and connects and services the ingress and egress right-of-way for:

Country Meadow Ride --
Lots 1 through 9, inclusive

Country Meadow Estates --
Parcel A, Tract 1R
Parcel A, Tract 5R
Parcel B, Tract 1R
Parcel B, Tract 5R and
Parcel C, Tract 5R

which tracts are hereinafter referred to as Country Meadow Lane Tracts.

4. The roadway between Parcel B, Tract 3R and Parcel C, Tract 1R services the ingress and egress right-of-way for Parcel B, Tract 3R, Parcel C, Tract 1R and Tract 2R. Such lane shall be hereinafter referred to as Lane No. 2.

5. The emergency fire roadway as shown on the plat of Country Meadow Estates services all of the tracts of land in Country Meadow Estates in one form or another and is controlled and under the jurisdiction of Country Meadow Estates Homeowners Association. Such roadway shall be hereinafter referred to as "the Fire Lane."

6. The owners of land served by each such lanes, respectively, Country Meadow Lane, Lane No. 2 and the Fire Lane, and the Country Meadow Estates Homeowners Association and the Country Meadow Ridge Homeowners Association, collectively and individually agree as follows:

7. The owners of tracts within Country Meadow Estates and the owners of tracts within Country Meadow Ridge served by Country Meadow Lane as hereinabove described agree that the expense of maintaining said Country Meadow Lane, including surfacing and resurfacing, grading and snow removal, and all other maintenance, shall be borne by the owners served by such lane on an equal basis.

8. The owners of tracts within Country Meadow Estates served by Lane No. 2 as hereinabove described agree that the expense of maintaining said Lane No. 2, including surfacing and resurfacing, grading and snow removal, and all other maintenance, shall be borne by the owners served by such lane on an equal basis.

9. The Fire Lane shall be maintained by Country Meadow Estates Homeowners Association and shall include surfacing, resurfacing, grading, snow removal and all other maintenance.

10. As each parcel of land covered by this agreement is transferred from the Developer, Investments of the CCD, LLC, to the Buyer, the Buyer shall, as a condition of the transfer, sign a copy of this agreement which shall be binding upon such Buyer and all subsequent Buyers.

11. This Agreement, the terms conditions and provisions hereof, may be enforced by any of the owners of parcels herein; in the event of legal or administrative suits or proceedings which may be brought against or by any party for the purpose of such enforcement, the prevailing party shall recover from the non-prevailing party or parties all costs associated therewith, including, but not limited to, reasonable attorney's fees and expert witness fees.

12. This Agreement is herewith incorporated into the Declaration of Protective Covenants of Country Meadow Estates recorded August 24, 1998 as Reception No. 298588 of the Chaffee County records and shall be binding upon all property owners within Country Meadow Estates, including, but not limited to, the owners of tracts of land within Country Meadow Estates as more particularly described in paragraph 1. hereinabove. In addition to

enforcement rights set forth in paragraph 10, enforcement of the obligations contracted hereunder shall be in force under the provisions of Article VIII of the Amended Declaration of Protective Covenants of Country Meadow Estates, and shall include, but not be limited to, remedies under Article VIII as set forth therein.

13. This Agreement is herewith incorporated into the Declaration of Protective Covenants of Country Meadow Ridge recorded July 1, 1999 as Reception No. _____ of the Chaffee County records and shall be binding upon all property owners within Country Meadow Ridge, including, but not limited to, the owners of tracts of land within Country Meadow Ridge as more particularly described in paragraph 2. hereinabove. In addition to enforcement rights set forth in paragraph 10, enforcement of the obligations contracted hereunder shall be in force under the provisions of Article VIII of the Declaration of Protective Covenants of Country Meadow Ridge, and shall include, but not be limited to, remedies under Article VIII as set forth therein.

Signed the day and year first above written.

COUNTRY MEADOW RIDGE
HOMEOWNERS ASSOCIATION

COUNTRY MEADOW ESTATES
HOMEOWNERS ASSOCIATION

By _____

By _____

INVESTMENTS OF THE CCD, LLC
A Colorado Limited Liability Company

Buyer

By _____
Developer

Buyer

STATE OF COLORADO)
) SS.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____ manager of INVESTMENTS OF THE CCD, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission expires:

Notary Public

[SEAL]

STATE OF COLORADO)
) SS.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____ of Country Meadow Estates Homeowners Association.

Witness my hand and official seal.

My Commission expires:

Notary Public

[SEAL]

STATE OF COLORADO)
) SS.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____ of Country Meadow Ridge Homeowners Association.

Witness my hand and official seal.

My Commission expires:

Notary Public

[SEAL]

STATE OF COLORADO)
) SS.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____, Buyer.

Witness my hand and official seal.

My Commission expires:

Notary Public

[SEAL]