

SHA06MAI

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	SHADOW RUN, LLP.
SUBJECT/PROJECT:	PRIVATE STREETS MAINTENANCE AGREEMENT SHADOW RUN AT THE RIDGES
CITY DEPARTMENT:	UTILITIES & STREETS
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

After recording, return to:
Karen V. Reutzell, Esq.
9145 E. Kenyon Avenue, #301
Denver, Colorado 80237

RECEPTION #: 2341446, BK 4263 PG 207 10/04/2006 at
11:38:20 AM, 1 OF 3, R \$15.00 S \$1.00 Doc Code:
MAINTAIN AGMT
Janice Ward, Mesa County, CO CLERK AND
RECORDER

3 PAGE DOCUMENT

Private Streets Maintenance Agreement

SHADOW RUN, LLLP, a Colorado limited liability limited partnership as Owner of the land described as Shadow Run at the Ridges in the City of Grand Junction, County of Mesa, State of Colorado ("Property") and as Declarant of the Declarations of Covenants, Conditions and Restrictions of Shadow Run Townhomes and the Shadow Run Town Homes Homeowners Association, Inc., a Colorado nonprofit corporation ("Association") covenant with the City and agree to the following:

"In the event that the road(s) have not been maintained as set forth on Exhibit A and the Association fails to cure such failure within ninety (90) days after receipt of notice of such failure from the City of Grand Junction (or such longer period as is reasonable under the circumstances), the City of Grand Junction may cause such maintenance to be performed and charge the Association, Owners and the Declarant (during all periods that the Declarant is an Owner), in accordance with Exhibit A, for the services performed. The City shall have and be irretrievably granted by recordation of this Declaration, authority to force assessment by the Association of its members and/or if the assessment is not paid, the City may lien the Property and any and all Lots therein for payment of services described in Exhibit A and as authorized by this section.

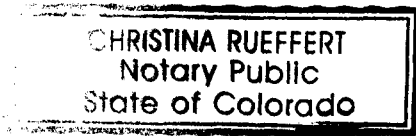
The City shall be entitled to exercise any and all legal remedies, processes or procedures provided in law, equity or by the provisions of this Declaration, to secure full and faithful performance of maintenance obligations and payment therefor. It shall be the duty of the Association, each Owner, member of the Association or the Declarant (during all periods that the Declarant is an Owner), to pay any assessment levied for road maintenance within 20 days after the mailing of such notice to the Association by the City. In case of the Associations failure to so pay, the assessment shall become a personal obligation of the Owner or member of the Association or Declarant (during all periods that the Declarant is an Owner), and such assessment shall be a lien upon the Lots from the time of the assessment. If the assessment is not paid within 20 days as provided by this section, then it shall be the duty of the City Manager to certify the amount of the assessment to the Mesa County Treasurer or other officer of the county having custody of the tax list at the time of certification, to be placed by him/her upon the tax list for the current year and to be collected in the same manner as other taxes are collected, with a 20% surcharge thereon to defray the costs and to provide an economic disincentive for violations and the continuation of violations. All of the laws of the State of Colorado for the assessment of general taxes, including the laws for the sale of property for taxes and the redemption thereof, shall apply and have full effect."

SHADOW RUN, LLLP,
A Colorado limited liability limited partnership

[Signature]
By: Harvest Holdings Group, LLC,
a Colorado limited liability company
General Partner

By: Alan Westfall
Its: Member

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 27 day of September, 2006,
by Alan Westfall as manager of Harvest Holdings Group, LLC, a Colorado
limited liability company, General Partner for Shadow Run, LLLP, a Colorado limited liability
limited partnership.

Witness my hand and official seal.
My commission expires: 09-07-2008

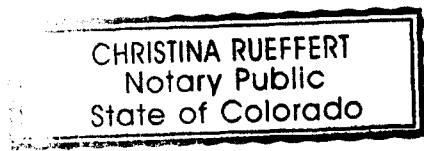
(SEAL)

Christina Rueffert
Notary Public

Shadow Run Town Homes Homeowners Association, Inc.

[Signature]
By: Scott Friedman
Its: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 27 day of September, 2006,
by Scott H. Friedman as President of the Shadow Run Town Homes
Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 09-07-08

(SEAL)

Christina Rueffert
Notary Public

RECEIVED

JUN 2 1995

COBLENCE DEVELOPMENT

Exhibit A

Private Streets Agreement for Shadow Run at the Ridges

The length of streets within the subdivision have been measured at approximately 3168 linear feet and includes 1 cul-de-sacs. The City's costs for services are typically measured per lane mile of street, unless otherwise noted:

(1) Maintenance Services

		Lane Mile Cost	Annual Cost
a. Crack Filling	<u>.6</u> single lane miles	<u>\$ 2500</u>	<u>\$ 1500</u>
b. Seal Coating	<u>.6</u> single lane miles	<u>\$ 6666</u>	<u>\$ 4000</u>
c. Asphalt Overlay	<u>.6</u> single lane miles	<u>\$23333</u>	<u>\$ 14000</u>
d. Patching	<u>.6</u> single lane miles	<u>\$ 3333</u>	<u>\$ 2000</u>
e. Street Sweeping	<u>.6</u> curb lane miles	<u>\$ 416</u>	<u>\$ 250</u>
f. Leaf/Trash Pickup	<u>34</u> Residential Units	<u>\$ 6.50/unit/mo</u>	<u>\$ 2652</u>

Crack filling and seal coating shall be performed once every 10 years. Asphalt overlays shall be 3 inches in thickness and performed by the Association or its Contractor once every 15 years. Patching shall be performed no less than annually. For purposes of this exhibit, the annual cost for providing these services has been estimated by taking the total cost of completing the service, divided by the frequency of service in years.

The total cost of the maintenance services is \$6295 in year 2006 dollars. For successive year after 1995 the cost of maintenance services shall be adjusted to reflect the prevailing unit cost of materials together with increases in the Denver-Boulder CPI index over the specified year index.