

BROOKWILLOW VILLAGE SUBDIVISION
PHASE 2 FILING III

Private Streets
Maintenance Agreement

“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 the periods that the Declarant is an Owner), in accordance with Exhibit A, for the services performed. The City shall have and be irrevocably 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 therefore. 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 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.”

Dated this 2nd day of June, 2008

DARTER, LLC

By: Terry G. Lammert
Manager

By: Terry G. Lammert
Title manager member

Exhibit A

Private Streets Agreement for Brookwillow Village Phase II, Filing III.
This Agreement governs the private streets Serenity Lane and Serenity Court, which are Tract J and Alexia Court, which is Tract K on the Brookwillow Plat Filing III.

The length of streets within the subdivision have been measured at approximately 2016 linear feet and includes 2 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	0.38	single lane miles	\$89.00	\$34.00
b. Seal Coating	0.38	single lane miles	\$406.00	\$155.00
c. Asphalt Overlay	0.38	single lane miles	\$3,800.00	\$1444.00
d. Patching	0.38	single lane miles	\$1094.00	\$416.00
e. Street Sweeping	0.38	curb lane miles	\$455.00	\$173.00
f. Leaf/Trash Pickup	112	Residential Units	\$444.00	\$363.00

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 \$ 2,585.00 in year 2008 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.