

ROAD MAINTENANCE AND ACCESS PLAN AND AGREEMENT

Adopted January 2, 2016
Amended and restated October 1, 2020

This Road Maintenance and Access Plan and Agreement ("Agreement") is made and entered into this 1st day of October, 2020 by and between the Shield-O-Mesa Road Improvement and Maintenance Association ("Road Association") a Colorado non-profit corporation, and the Shield O Terraces Homeowner's Association ("Homeowner's Association") a Colorado non-profit corporation.

RECITALS

1. The Road Association and the Homeowner's Association wish to enter into this Agreement for the purpose of providing shared access and the pooling of their financial resources for the mutual benefit of the members of both associations.

NOW THEREFORE, the parties above-named hereby agree as follows:

1. Henceforth the Road Association shall assume all responsibilities, financial or other, related to the maintenance and snow removal for Mesa Road from its origin at the intersection with Snowmass Creek Road to its termination at the intersection with Shield O Road.

2. Henceforth the Homeowner's Association shall assume all responsibilities, financial or other, related to the maintenance and snow removal for Shield O Road from its origin at the intersection with Snowmass Creek Road to its termination at/nearby Pitkin County parcel identification number 264527201005.

3. Henceforth the Homeowner's Association shall assume all responsibilities, financial or other, related to the maintenance and snow removal for Old Pond Way from its origin at the intersection with Mesa Road to its termination at the intersection with Shield O Road.

4. Each Association shall be responsible for collecting assessments from its members.

5. The Road Association shall allow ingress and egress rights from the origin of Mesa Road to the intersection with Old Pond Way to residents and guests of the parcels adjacent to Old Pond Way, all current or future members of the Homeowner's Association, described as Pitkin County parcel identification numbers 264522100561, 264522400007, 264522400024, 264522400008, 264522400009, 264522400010, and 264522400559.

6. The Road Association shall allow ingress and egress rights from the intersection of the driveway of Pitkin County parcel identification number 264522100006 and Mesa Road to the termination of Mesa Road to residents and guests of the Pitkin County parcel identification number 264522100006, a member of the Homeowner's Association.

7. The Homeowner's Association shall allow ingress and egress rights from the intersection of the driveway of Pitkin County parcel identification number 264522301002 and Shield O Road to the termination of Mesa Road to residents and guests of the Pitkin County parcel identification number 264522301002, a member of the Road Association.



RECEPTION#: 670666, R: \$18.00, D: \$0.00
DOC CODE: AGREEMENT
Pg 1 of 2, 11/18/2020 at 10:17:11 AM
Janice K. Vos Caudill, Pitkin County, CO

8. The Homeowner's Association shall compensate the Road Association \$2500 annually, ~~in an amount equal to seven (7) times forty percent (40%) of the Road Association's annual dues.~~ Compensation shall commence with the Road Association's ~~2014~~ 2020 Calendar year dues.

9. Forty percent (40%) of any development impact fees collected by the Homeowner's Association for parcels adjacent to Old Pond Way (Pitkin County parcel identification numbers 264522100561, 264522400007, 264522400024, 264522400008, 264522400009, 264522400010, and 264522400559) shall be paid to the Road Association.

10. By signing below, the Presidents of the Road Association and the Homeowner's Association represent that they are authorized to execute this Agreement in compliance with the bylaws and covenants of their respective Associations.

11. All the covenants contained in this Agreement shall be a benefit and a burden on the title of the lands owned by the Associations' Members and shall run with the land and be a burden upon their successors and assigns. Each provision contained herein shall be deemed incorporated in each deed or other instrument by which any right, title, or interest in any lands which are the subject matter of this Agreement is granted, devised, or conveyed, whether or not set forth in any such instrument.

12. This Agreement shall be amended or terminated by the parties only upon mutual written agreement. Each party shall obtain authorization for any such action as provided in their respective bylaws and covenants.

13. Should any part or parts of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

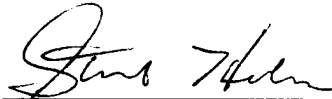
14. In the event of any litigation arising out of the interpretation of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

11-8-20
Date



Dave Hale
President
Shield-O-Mesa Road Improvement and Maintenance Association

11/16/20
Date



Stewart Holmes
President
Shield O Terraces Homeowner's Association