ROAD AND DRAINAGE MAINTENANCE AGREEMENT
COLINAS DEL SOL SUBDIVISION

THIS AGREEMENT serves as the legally binding mechanism for guaranteeing the maintenance of roadways and drainage improvements within the Colinas del Sol Subdivision. The parties recite and agree as follows:

Recitals

Whereas, Colinas del Sol Road has been constructed to serve as access for the fifteen (15) lots within the Colinas del Sol Subdivision; and,

Whereas, Colinas del Sol Road is a private roadway without a commitment by Santa Fe County to maintain the roads, drainage structures or fire protection system; and,

Whereas, the Owners wish to establish their rights and obligations with respect to the future cost of operation and maintenance of Colinas del Sol Road, the drainage structures and fire protection system.

IT IS THEREFORE AGREED as follows:

1. Roadway Maintenance Colinas del Sol Road

The Owners of Lots 1 through 16 inclusive covenant and agree with each other to equally share in the responsibility for, and cost of, keeping Colinas del Sol Road in a safe and useable condition, and will maintain the same for their joint use.

A. Should further division of land occur within the Colinas del Sol Subdivision, the cost for maintenance shall be automatically reapportioned based on the percentage ownership of land for each tract or lot within the Colinas del Sol Subdivision.

B. As used in this Agreement, to "maintain" means to grade, shape and smooth the roadway so as to keep the roadway in a state of good repair as a smooth tractable driving surface. Maintenance shall also include any drainage culverts located within the roadway easement and snow removal as needed.

C. Colinas del Sol Road consists of 6 inches of compacted base course material, 20-24 feet in width and associated drainage structures. The total length of Colinas del Sol Road is 6,409 feet.

D. The Owners of the Lots shall prepare an annual budget for the purpose of maintenance and snow removal for Colinas del Sol Road, the associated drainage structures, the retention ponds and the fire protection system. This budget shall be reviewed each year and modified as necessary to insure that funds are sufficient to adequately maintain the above described facilities.

2. Drainage Pond and Ditch Maintenance

A. Retention pond easements are located on Lots 3, 4, 5, 8 and 9 within the Subdivision.

B. The Owners of Lots 1 through 16 inclusive covenant and agree with each other that they shall equally share in the responsibility for, and cost of, maintaining the centralized storm water drainage ponds, which are designed to retain the rainwater created by the construction of Colinas del Sol Road and ditches to the ponds.

C. Should further division of land occur within the Colinas del Sol Subdivision, the cost for maintenance shall be automatically reapportioned based on the percentage ownership of land.

3. Default; Enforcement.

In the event a party fails to perform substantially any of the obligations provided in this Agreement, that party shall be in default. In that event, the non-defaulting party may notify the defaulting party in writing of the default and, if the default is not fully corrected within fifteen (15) days after the giving of the notice, the non-defaulting party may commence a legal action to require the defaulting party to perform his or its obligations hereunder. In the event the non-defaulting party obtains substantially the relief sought in the legal action, the defaulting party shall pay the non-defaulting party's reasonable attorney's fees and other related costs in connection with such legal action.

4. Entire Agreement; Amendment.
This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement, written or oral. Any further division of the Colinas del Sol Subdivision will automatically result in the reapportionment of costs based on land area. Any amendment to this Agreement shall be recorded in the records of the Santa Fe County Clerk.

5. Binding Effect; Assignment.
This Agreement shall be recorded in the records of the Santa Fe County Clerk and shall be binding upon and inure to the benefit of the parties hereto and all subsequent owners or representatives of owners of the effected parcels, and shall be deemed to be covenants running with the title to the affected parcels. An assignment of this Agreement to the subsequent owners of the parcels shall arise automatically from such conveyance.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed as of the date first above written.

Russell J. McMillan, High Desert
Partnership LCC, Managing Member

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

On this 24th day of January, 2018, the foregoing instrument was acknowledged before me by the person(s) whose name(s) appear above.

Victoria M. Dalton
Notary Public

My commission expires: 5/23/19

John Sanchez

Colinas del Sol Lot 12 & Lot 13

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

On this 24th day of January, 2018, the foregoing instrument was acknowledged before me by the person(s) whose name(s) appear above.

Victoria M. Dalton
Notary Public

My commission expires: 5/23/19

Jon Eric Olsen 1/25/18

Jon Eric Olsen

Colinas del Sol Lot 15

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

On this 24th day of January, 2018, the foregoing instrument was

acknowledged before me by the person(s) whose name(s) appear above.

Victoria M. Dalton
Notary Public

My commission expires: 5/23/19

Simon Woddruff
Colinas del Sol Lot 14

Christine Woddruff
Colinas del Sol Lot 14

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

On this 24th day of January, 2018, the foregoing instrument was acknowledged before me by the person(s) whose name(s) appear above.

Victoria M. Dalton
Notary Public

My commission expires: 5/23/19

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

ROAD MAINTENANCE AGREE
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I Hereby Certify That This Instrument Was Filed for Record On The 16TH Day Of February, 2018 at 02:54:33 PM
And Was Duly Recorded as Instrument # 1850223
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

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