

**DECLARATION OF EASEMENTS AND JOINT ROADWAY MAINTENANCE**

This Declaration of Easement and Joint Roadway Maintenance (“Declaration”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by Jon Knecht, (hereinafter “Developer”).

WHEREAS, Developer is the current owner of that certain tract of land situated in El Paso County, Colorado, entitled “a portion of the northwest quarter of Section 18, Township 12 South, Range 64 West of the 6TH P.M., El Paso County, Colorado,” as prepared by David Hostetler according to the plat map dated \_\_\_\_\_, 2025 (the “Plan”), said Plan being recorded in the Official Records of El Paso County, Colorado (“Official Records”) in Book \_\_\_\_\_, Page \_\_\_\_\_, Reception No. \_\_\_\_\_ and more particularly described in **Exhibit A**, attached hereto.

WHEREAS, Developer intends to construct a common driveway to be shared by Lots 2, 3, 4, and 5 (“Premises”) as shown on the Plan; and

WHEREAS, it is the intent of Developer, to establish a common scheme between said Premises for utility, driveway purposes, access, and maintenance purposes; and

WHEREAS, it is the intent of this Declaration to establish covenants, easements and restrictions for the use and maintenance of said common drives which shall regulate the common driveway being the subject hereof and shall be recorded in the Official Records and shall constitute a perpetual covenant and restriction on land; and

WHEREAS Developer desires to subject the Premises, to the requirements, easements, covenants, and agreements set forth herein.

NOW, THEREFORE, the undersigned, for itself and its successors and assigns to the Premises, does hereby declare, establish and impose the following covenants, conditions rights, easements and obligations on the Premises for the benefit of the owner(s) from time to time thereof and the Premises shall be hereafter held and conveyed subject to and with the benefit of the following covenants, obligations, rights and easements:

**COMMON DRIVEWAY EASEMENT AND RELATED COVENANTS**

1. The easements shall be and herein are created and are located in the area described as the “60’ Wide Private Road (Grandin Point)” and “60’ Wide Shared Private Driveway” on the above-referenced Plan (hereinafter, collectively referred to as “Common Driveway”).

2. The owners, including but not limited to their successors and assigns, and respective tenant(s) and invitees (“Owners”) of Lot 2, Lot 3, Lot 4, and Lot 5, shall each have a nonexclusive, perpetual right and easement, in common with each other, to use, from time to time, said Common Driveway for all purposes for which common driveways are commonly used, including, without limitation, the right to pass and re-pass by motor vehicles and pedestrians, across said areas, and to locate, repair, service, and maintain utility connections within and along said easement areas, including but not limited to water, sewer, telephone, electric and cable television, so long as such installations do not interfere with the use and enjoyment of the other owner, and with the obligations to use due diligence in conducting all necessary and permitted work, and to restore the easement area to substantially the same condition as it was prior to each said entry. There shall be no parking of vehicles or storage of personal property allowed in the Common Driveway.

3. The rights and easements granted herein, past the point at which the Common Driveway splits to provide separate access to each individual building and/or improvement upon Lots 2, 3, 4, and 5 (each such area a "Private Driveway"), shall be exclusive to the Owner(s) of the respective lots and improvements being so accessed by such Private Driveway.

4. The Owners of the Premises shall have the joint and several responsibilities for all usual and extraordinary repair, replacement, and maintenance of the Common Driveway, and all related appurtenances and improvements thereto consistent with this Declaration. Such joint and several responsibilities for the repair, replacement and maintenance of the Common Driveway shall be such so as to provide continuous year-round access for: (i) vehicular traffic to said lots for the convenience of the Owners of the lots; (ii) all emergency, construction, maintenance and utility company vehicles; and (iii) for all vehicles commonly used by the owners of single family residential dwellings to provide goods and services to said lots. The Common Driveway shall extend from Meridian Road to the property line of Lot 5 as shown on the Plan and shall exclude any driveway located on and exclusively serving any individual lot.

5. The costs of all such repairs, replacements, and maintenance to the Common Driveway shall be divided among the Owners of the Premises in equal shares.

6. Such repair, replacement and maintenance shall include without limitation:

a. **Grounds-Keeping.** Maintenance of the Common Driveway requires groundskeeping. The Owners shall be responsible for maintaining a well-kept, aesthetically pleasing appearance that benefits the community's character.

b. **Common Driveway Repair.** The driveway bed, driveway bed and shoulders, as constructed, shall be maintained in good condition. The Common Driveway shall be resurfaced at least every ten (10) years. Notwithstanding the foregoing, if the driveway surface as constructed is comprised of asphalt, any such asphalt portion of the Common Driveway shall be sealed periodically to maximize its useful life, according to the following schedule:

- i. The first seal coating will be applied within six (6) to eight (8) months of completing the Common Driveway;
- ii. The second seal coating will be applied no later than twelve (12) months after the first sealing; and
- iii. Subsequent seal coatings will be applied no less frequently than every twenty-four (24) months unless the Owners of Lots 2 and 3 agree to a different schedule.

c. **Snow Removal.** The plowing, removal and disposal of all snow accumulations of two (2) inches or more from the Common Driveway.

d. **Planting/Tree Maintenance.** The removal and disposal of fallen trees and limbs, the clearing and removal of all brush and foliage which would be unsightly and/or obstruct the access over and/or sight of vehicles using the Common Driveway, and the preservation of grass, plants, bushes and trees in accordance with best management practices consistent with such access and sight requirements.

e. **Trash and Debris Removal.** The removal and disposal of litter (e.g. cans, bottles, papers, etc.).

f. **Signage.** Installation and maintenance of permanent markers, where the Common Driveway enters Meridian Road, which marker shall identify the street number(s) only of the lots using such Common Driveway for vehicle access to and from Meridian Road.

7. All work performed hereunder shall be performed in a good, workman-like manner. No Owner shall make any renovations to the Common Driveway which will result in a change to the specifications of the Common Driveway as originally approved by El Paso County, such as, without limitation, widening the Common Driveway, without first obtaining the necessary approvals and consent from El Paso County.

8. If El Paso County, its agents or employees, deem maintenance and repairs are necessary but are not being undertaken by the owner or owners of Lots 2, 3, 4, or 5, the County may, in its discretion, perform such maintenance and repairs as required, and shall assess the cost of same on said owners who shall equally share the burden of such expenses incurred by the County.

#### **ADMINISTRATIVE AND OTHER PROVISIONS**

9. No amendment of this Declaration shall be effective unless signed by the Owner(s) of the Premises and until said amendment is duly recorded with the Official Records. If any provision of this Declaration is to any extent held invalid, the remainder shall not be affected, and this Declaration shall remain valid to the fullest extent permitted by law.

10. The Owner(s) of the Premises, or any person or persons appointed by the Owner(s), shall arrange for: (i) the repair, replacement and/or maintenance, and other work as specified above, of the common portion of the Common Driveway, prior to the split into Private Driveways, including without limitation retaining agents, independent contractors, or others to perform such repair and maintenance; (ii) disbursing funds in payment for repair, replacement and/or maintenance services, and (iii) issuing bills or assessments to the Owners of the Premises for their respective share of such costs and expenses of such repair, replacement and/or maintenance. Any person authorized to make such arrangements shall be the agent or agents of the Owners of the Premises for such purposes.

11. The decision as to the need for the repair, replacement and/or maintenance of the Common Driveway, shall be made by majority vote of the Owner(s) of the Premises, each lot having one (1) vote. All Owner(s) shall be bound by such majority vote. In the event of an Owner deadlock, the parties shall meet and use commercially reasonable effort to resolve such dispute to the parties' mutual satisfaction. In the event the Owner(s) are unable to do so within thirty (30) days, then the Owner(s) shall promptly participate in mediation before an impartial mediator mutually agreed to by the Owner(s). In the event no decision is reached following mediation, the Owner(s) shall promptly participate in binding arbitration before a single arbitrator. Any mediation or arbitration under this Paragraph, shall take place in El Paso County where the Premises are located. The expenses of any mediator or arbitrator as may be required hereunder shall be shared by the Owner(s) of the Premises equally. Any decision made pursuant to this Paragraph shall be binding on the Owner(s).

12. Each and every Owner of the Premises shall have the right to enforce the obligation of every other owner to repair, replace, and maintain the Common Driveway so as to provide safe and convenient access by fire, police, ambulance, rescue, moving, construction and maintenance vehicles, and any other rights and/or obligations contained herein, by any legal or equitable means. If any owner fails to pay an amount duly assessed for the cost of such repair, replacement and/or maintenance, such owner shall be liable for interest at a rate of eighteen percent per annum (18%) on the amount unpaid and the reasonable costs of collection. In such an event, the Owner(s) who are required to initiate such enforcement and/or collection efforts resulting from nonpayment by the other Owner shall be entitled to reasonable attorney's fees incurred in such enforcement or such collection.

13. A certificate signed and acknowledged by any Owner(s), other than the Owner requesting such certificate, confirming that any and all expenses of repair, replacement and/or maintenance have been paid by the requesting Owner or as to any fact affecting the terms of this Declaration shall be conclusive evidence of payment or of such fact. The obligation of a lot's share of the expenses of repair, replacement and maintenance shall constitute a lien on such lot.

14. The Owner(s) of the Premises shall each have the right to install, repair, replace and maintain utilities within the Common Driveway for the benefit of each lot, including, but not limited to, water service, gas service and underground electric and/or telecommunication services provided that any repairs, replacement or maintenance of the Common Driveway, which are necessitated by the installation, repair, replacement and/or maintenance of said underground utilities for each lot, shall be paid for in this entirety by the Owner(s) of the lot that caused said work to be completed, and said Owner(s) shall cause the travelled surface of the Common Driveway to be restored, as nearly as practical, to the same condition that it was in prior to any such work undertaken pursuant to this Paragraph.

[Signatures on Following Page]



**Exhibit A**

**Legal Description**

[TO BE AMENDED UPON SUBDIVISION OF PROPERTY]