

all

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Third day of July 1980

351478

AGREEMENT BETWEEN SLATE RIVER ESTATES
AND RIVERBEND HOMEOWNERS' ASSOCIATION.

This Agreement, entered into this 5 day of July, 1980, between SLATE RIVER ESTATES, hereinafter termed "SLATE RIVER", and THE RIVERBEND HOMEOWNERS' ASSOCIATION, hereinafter termed "RIVERBEND".

WITNESSETH, that:

WHEREAS, the Parties to this Agreement desire to provide for sewer service to Slate River Estates, and to provide adequate sewer flow to the Riverbend Sewer Plant; and,

WHEREAS, the Parties to this Agreement feel it to be to the mutual benefit of the Parties to provide for mutual use and maintenance of the Riverbend Sewer Plant and Riverbend Recreational Area;

NOW, THEREFORE:

In consideration of the mutual covenants and promises stated herein, the Parties hereby agree and evidence their agreement as follows:

1. Slate River is hereby authorized to hook its sewer line on to the Riverbend sewer line and to allow its sewerage to flow into the Riverbend Sewer Plant for treatment. As payment therefor, Slate River shall pay herewith \$3,000.00 to be used by Riverbend for updating and completion of work on said sewer plant.
2. The owners of lots in Slate River will be assessed their prorata share of annual sewer plant maintenance costs on the same basis as the owners of lots in Riverbend Subdivision, per dwelling unit, by Riverbend.
3. Slate River lot owners will be assessed and shall pay annual fees for maintenance of the Riverbend recreational area on the same prorata basis as Riverbend homeowners are assessed, and shall have full use of that recreational area, provided that they do not impair the use and enjoyment of said recreational area by Riverbend homeowners.
4. Slate River shall extend their sewer line to the sewer line of Riverbend at their own cost.
5. Riverbend grants to Slate River the exclusive right to allow the owners of Lots 21, 22, 23 and 24, north of Riverbend in the Davis tract, to hook on to the Slate River sewer line, and as consideration therefor, said lot owners shall pay their proportionate share of the cost of that line prior to hooking on. Connection fees for those lots will be assessed by Riverbend in accordance with its usual practices.
6. Slate River and Riverbend agree to cooperate in the common use and costs of the sewer plant and recreational area in accordance with this Agreement, and to mutually cooperate with each other for the benefit of both subdivisions in furtherance of compatible development of the areas which they represent.

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7. Slate River and Riverbend hereby agree to mutually enforce each others' covenants to provide for the compatible development of these subdivisions.

RIVERBEND HOMEOWNERS' ASSOCIATION

ATTEST: By Rodney C. Blake
Rodney C. Blake, Director

Douglas Spann, Jr.
Douglas Spann, Jr., Secretary

AFFIDAVIT

STATE OF COLORADO
COUNTY OF GUNNISON

Rodney C. Blake and Douglas Spann, Jr., being first duly sworn, depose and state, each for himself, that he is a Director of Riverbend Homeowners' Association of Gunnison, Gunnison County, Colorado; that the foregoing Agreement Between Slate River Estates and Riverbend Homeowners' Association was adopted at a meeting of the Directors of Riverbend Homeowners' Association, at which meeting a quorum of the Directors were present and a majority of the elected Directors voted in favor of said Agreement at a special meeting of the Directors of Riverbend Homeowners' Association duly held after notice was given as required by the By-Laws of said Riverbend Homeowners' Association.

We acknowledge receipt of \$2,000.00 referred to above from Slate River Estates.

Rodney C. Blake *RLM*
Rodney C. Blake, Director

Douglas Spann, Jr. *RLM*
Douglas Spann, Jr., Director

Subscribed and sworn to before me this 8th day of March, 1980.

Genevieve P. ...
Notary Public

My commission expires: My Commission Expires Sept. 27, 1982



SLATE RIVER ESTATES

By Elton L. Hill
Elton L. Hill

By John W. Lill
John W. Lill

"DEVELOPERS"