

**AGREEMENT BY PINE CREEK VILLAGE ASSOCIATION, INC., TO PROVIDE SPECIAL SERVICES
TO THE NEIGHBORHOOD OF SAGE HILL GREENS**

(Sage Hill Greens at Pine Creek Subdivision Filing No. 9, Lots 35-65)

This Agreement, dated this 24 day of March, 2020, is made and executed by Pine Creek Village Association, Inc., a Colorado nonprofit corporation (the "Association").

RECITALS

- A. The Association governs the Properties known as Pine Creek Village at Briargate, which were formed by the Declaration of Covenants, Conditions and Restrictions for Pine Creek Village at Briargate, recorded on November 12, 1998, at Reception No. 098165891, with the El Paso County Clerk and Recorder, as subsequently amended (the "Declaration"). Unless otherwise stated, all capitalized terms herein shall have the meaning ascribed to them in the Declaration.
- B. Sage Hill Greens ("Sage Hill Greens") was established as a Neighborhood within the Properties by the Supplemental Declaration of Covenants, Conditions, and Restrictions for Pine Creek Village at Briargate, recorded on June 27, 2001, at Reception No. 201089517, with the El Paso County Clerk and Recorder (the "Supplemental Declaration").
- C. Pursuant to Section 3.4(a) of the Declaration, Sage Hill Greens, with the approval of Owners of a Majority of Units within the Neighborhood, has requested the Association provide special services for the benefit of Sage Hill Greens. The Association, in the sole discretion of the Board, has agreed to provide special services as more fully set forth below.

AGREEMENT

Pursuant to the foregoing Recitals, the Association hereby agrees as follows:

- 1. The Association has and will continue to provide the same services it provides to the rest of Pine Creek Village through the General Assessment.
- 2. Additionally, the Association has and will continue to provide the following special services ("Special Services") for the benefit of Sage Hill Greens, and these special services will be paid by a special assessment to all Sage Hill Greens homeowners (31 units):
 - a. The Association shall maintain and keep in good condition, order and repair, the Area of Common Responsibility within Sage Hill Greens, including:
 - i. Maintenance of the Private Driveway Easement as provided in the Easement Agreement dated May 2, 2001, and recorded on May 7, 2001, at Reception No. 201059279, with the El Paso County Clerk and Recorder (for clarification this is paid by all Sage Hill Greens homeowners);
 - ii. All landscaping and irrigation of the Common Area within Sage Hill Greens, and all landscaping and irrigation for the area around the Units, including spraying trees and shrubs for insects, turf mowing and cleanup, edging of turf, weed control, tree and plant fertilization, and tree trimming. This does not include care within an enclosed privacy fence;
 - iii. Limited sidewalk and driveway concrete repair for those sidewalks parallel to the streets and driveways, including snow removal for sidewalks and driveways according to the contract (typically when 2" or more of snow accumulate). Owners are responsible for other sidewalks on the Units including those from the driveway to the door, and any patios;
 - iv. Painting of the exterior wooden trim of the Units, including gutters, vents, garage doors, and all exterior doors, but not including decks or metal fencing on patios or any stucco;

- v. Pest control (voles and gophers) within the Sage Hill Greens Common Areas;
 - vi. Cleaning, as needed, but not more than once per year, of the gutters on all Units.
- b. The Association will also provide holiday lighting and decorations within Sage Hill Greens, as guided by the contract agreed to by the homeowners;
- c. The Special Assessment will also fund social activities to be held for Sage Hill Greens.
3. Sage Hill Greens homeowners will obtain Property and Liability Insurance for their Units and belongings.
4. The cost of all Special Services shall be Neighborhood Expenses to be levied against the Units as Neighborhood Assessments. As provided in Section 1.32 of the Declaration, the Association may also provide for a reasonable reserve for any or all Special Services as part of the Neighborhood Expenses.
5. All special services for Sage Hill Greens require PCVA Board approval. If any special services included in this agreement are to be changed by the Board, the Association will hold a Sage Hill Greens neighborhood meeting to fully address the proposed changes. Notification of the meeting will be made via mail to Sage Hill Greens homeowners no less than two weeks in advance of the meeting.

This 1st day of May, 2020.

Pine Creek Village Association, Inc.

By: 

President

By: 

Secretary