



## Road Maintenance Agreement

This Agreement is made as of 12-26, 20 14 by the property owners herein below and their successors and assigns with respect to real estate located in Sheridan County, Wyoming.

1. **Property.** This Agreement shall apply to the real property (all "Tracts") within Whispering Hills Estates held by the current and future Owners using Prairie Lane (the "Road") in Sheridan County, Wyoming for access to their respective properties.
2. **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract who has signed this Agreement, and the heirs, successors, assigns and personal representatives of said Owners, but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title by foreclosure or any proceeding in lieu of foreclosure.
3. **Road.** The purpose of this Agreement is to provide for the maintenance and upkeep of the entire length of the Road as is 1) dedicated on the recorded subdivision plat of Whispering Hills Estates, 2) described in the State of Wyoming right-of-way Application No. 8880; and 3) described in the easement agreement recorded in Book 485, Page 233 of the Sheridan County Clerk's Office, which services the Tracts for the use and benefit of all Owners, and shall be binding upon all Owners. All maintenance and upkeep shall be performed in a manner that, at a minimum, maintains the original design as approved by Sheridan County for Whispering Hills Estates.
4. **Obligation.** Every Owner shall participate and be bound to the provisions of this agreement. When more than one person or entity holds an interest in any Tract, all such persons or entities shall also be so obligated. A person or entity who holds a fee or undivided fee interest merely as a financial obligation, however, shall not be bound. Each Tract shall represent one (1) indivisible vote. In no event, however, shall the rights for a Tract be divided, nor shall more than one (1) vote be cast with respect to any one Tract.
5. **Expenses.** Each Owner shall pay a sum equal to the Road maintenance and upkeep expenses multiplied by a fraction of which the numerator shall be the number of Tracts owned by the Owner and the denominator shall be the total number of all the Tracts. Road maintenance and upkeep shall be limited to that required to remove snow, to repair and prevent erosion, and to repair ordinary wear to the surface of the Road unless otherwise agreed by all Owners, and the cost of enforcing any provision of this Agreement. All maintenance and upkeep including snow removal will be by competitive bid unless a non-competitive price is accepted by all of the Owners.
6. **Lien.** Each Owner, by signing this Agreement, does covenant and agree to pay, within sixty (60) days after the date of receipt of Expenses, all costs incurred pursuant to this agreement. Each assessment, together with costs of collection, shall be a lien and charge upon the Tract against which each such assessment is made which lien shall continue until the assessment is paid and shall be the personal obligation of the Owner. The personal obligation of the Owner to pay such




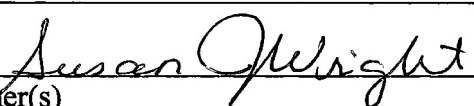
assessments, however, shall remain the personal obligation of the person who was the Owner when the assessment was first due and shall not pass to successors in title unless expressly assumed by such successors.

7. Enforcement. Any Owner may bring a civil action against any other Owner personally obligated to pay an assessment in order to enforce payment of the delinquent assessment or to foreclose the lien against the Tract, and there shall be added to the amount of such assessment due all costs of collection. In the event a judgment is obtained, such judgment shall include interest on the assessment, together with all attorney's fees and expenses and costs of the action.
8. Subordination. The lien of the assessments provided for shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Tracts. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Tract pursuant to any allowable method of foreclosure, or any other proceeding in lieu of foreclosure. Sale or transfer shall not discharge the lien of any assessment thereafter becoming due after the date of any such sale or transfer. The lien of the assessments also shall be subordinate to all utility easements which may be placed upon any Tract.
9. Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.
10. Amendment. This Agreement may be amended by a written instrument executed in recordable form and signed by the Owners of Tract 1, Tract 2 & Tract 3, Whispering Hills Estates.

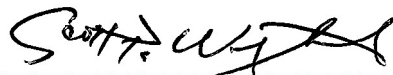
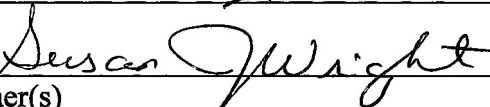
IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

TRACT 1

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Owner(s)

TRACT 2

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Owner(s)

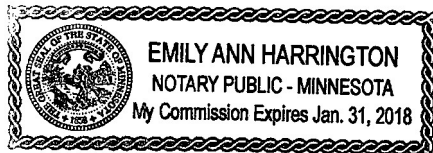


TRACT 3

Scott Wright  
Susan Wright  
Owner(s)

STATE OF MINNESOTA  
COUNTY OF Carver

The foregoing Road Maintenance Agreement was acknowledged before me on December 26<sup>th</sup>, 2014 by Susan Wright + Scott Wright



(NOTARY SEAL)

Signature: Emily Harrington

Print Name: Emily Harrington

Notary Public of Minnesota

My Commission Expires: Jan. 31<sup>st</sup> 2018

**NO. 2015-718010 AGREEMENT - LEGAL**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
PRESTFELDT SURVEYING 2340 WETLANDS DR  
SHERIDAN WY 82801