

COMMON ROADWAY MAINTENANCE AGREEMENT

This Agreement is entered into as of May 9, 1991, among the undersigned property owners (the "Owners").

WHEREAS, the Owners are the owners of record of the improved lots on Welton Lane in the Welton Subdivision, according to the plat thereof filed of record with the Clerk of Sheridan County, Wyoming, and the Properties are served by a roadway easement of record referred to as Schedule A hereto (the "Roadway"); and

WHEREAS, the Owners desire to enter into this Agreement providing for the maintenance of the Roadways;

NOW, THEREFORE, in consideration of mutual covenants set forth herein, the Owners agree as following:

1). MAINTENANCE EXPENSES. The Owners agree to share all qualified maintenance expenses for the Roadway, with the Owner or Owners of each Property bearing an equal one sixth share of such expenses.

The term "qualified maintenance expenses" means all normal, recurring expenses for snowplowing, repair of potholes, repair of washboard bumps and other similar expenses incurred after this date. Any costs of road surfacing, culverts, ditches and other substantial improvements must be approved by all of the Owners in advance, if they are to be treated as qualified maintenance expenses hereunder.

It is understood and agreed that one of the Owners, or a designee, shall serve as the manager of these road maintenance activities, and may be appointed and replaced by a vote of 51% or more in interest of all the Owners, provided that it is expressly understood that (i) the manager shall not be liable in any way to Owners and their guests and invitees for either procuring or failing to procure such road maintenance services. The manager shall bill the owners for their share of such qualified expenses, on a periodic basis as the manager deems to be appropriate.

An Owner may insist in a reasonable manner on receiving receipts validating an expense before contributing to payment of the expense.

The Manager may resign at any time on the notice to the other Owners. The Owners will use reasonable efforts to cooperate with one another, and with the manager, in carrying out the purpose of this Agreement for the benefit of the Properties.

2). BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns holding any interest in the lands affected hereby. Any amendment of this Agreement must be agreed to in writing by all of the Owners, provided that the owner or owners of at least a 50% beneficial interest of record in one property may bind all of the owners of such Property for purposes of this Agreement. If there is more than one Owner of any Property, then all of the Owners of such Property shall be jointly and severally liable hereunder.

3). RECORDATION. This Agreement shall become effective when duly signed by all of the Owners and recorded in the public records of Sheridan County, Wyoming.

4). ENTIRE AGREEMENT. All representations and agreements made by the parties hereto relating to the subject matter of this Agreement have been incorporated herein, there are no verbal agreements between the parties which modify the terms of this Agreement.

<u>Floyd Fleming</u>	<u>Neta Fleming</u>
<u>Stanley Ligencki</u>	<u>Elizabeth Ligencki</u>
<u>Buffy Chapin</u>	<u>Doris Chapin</u>
<u>Elizabeth Chapin</u>	<u>Donna Johnson</u>
<u>Cliff Cleverger</u>	
<u>Codey Britton</u>	<u>Lenny C. Britton</u>

(extend as needed for all lots in subdivision)

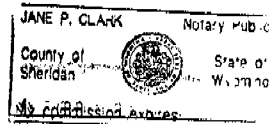
State of Wyoming)
County of Sheridan) ss...

The foregoing instrument was acknowledged before me by: Floyd and Neta Fleming

this 9th day of May, 1991

Witness my hand and official seal.

Jane B. Clark
Notary Public



My Commission Expires:

May 2, 1994

SCHEDULE I

Recording Information
(Roadway Easements)

Date of Document:

Recorded with the Clerk of Sheridan County, Wyoming in Book

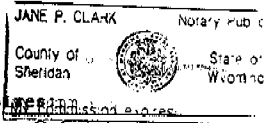
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State of Wyoming)
County of Sheridan) ss...

The foregoing instrument was acknowledged before me by Stanley and Evelyn Legerski
this 4th day of May, 1991.

Witness my hand and official seal.

Notary Public Jane B Clark My Commission Expires May 2, 1994

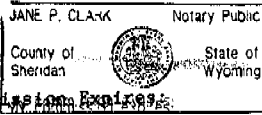


State of Wyoming)
County of Sheridan) ss...

The foregoing instrument was acknowledged before me by Buddy and Doris Chafee
this 10th day of May, 1991.

Witness my hand and official seal.

Notary Public Jane B Clark My Commission Expires May 2, 1994



State of Wyoming)
County of Sheridan) ss...

The foregoing instrument was acknowledged before me by Elizabeth Chafee
this 10th day of May, 1991.

Witness my hand and official seal.

Notary Public Jane B Clark My Commission Expires May 2, 1994



State of Wyoming)
County of Sheridan) ss...

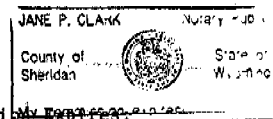
The foregoing instrument was acknowledged before me by Cliff Clevenger
this Monday of May, 1991.

Witness my hand and official seal.

Notary Public

Jane P. Clark

My Commission



Expires May 2, 1994

State of Wyoming)
County of Sheridan) ss...

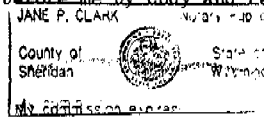
The foregoing instrument was acknowledged before me by Cody and Penny Britton
this 20th day of May, 1991.

Witness my hand and official seal.

Notary Public

Jane P. Clark

My Commission Expires:



May 2, 1994

State of Wyoming)
County of Sheridan) ss...

The foregoing instrument was acknowledged before me by Denny Henson
this 13th day of May, 1991. Witness my hand and official Seal.

Date of Document:

Notary Public

Linda Karen Cline

Recorded with the Clerk of Sheridan County, Wyoming in Book

My Commission expires May 29, 1993

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on pages

to

