

ROAD MAINTENANCE AGREEMENT

WHEREAS, each of the parties hereto owns one or more lots within the subdivision described or depicted in Exhibit "A" that will be benefitted by the roadways, utilities and drainage facilities on easements described on Exhibit "B" attached hereto and incorporated herein:

NOW THEREFORE, it is mutually agreed by the Parties hereto as follows:

1. Proportionate Payment of Expenses.

For so long as the above-mentioned roadways, utilities and drainage facilities ("works") shall exist in private ownership, the Parties hereto, their successors and assigns, shall bear the expenses of the reasonable maintenance and repair of such works. It is agreed that the costs of maintaining said works shall be paid by the Parties hereto, their successors and assigns, in proportion to the number of lots/parcels owned by each owner and/or their successors and assigns, and each owner will, upon written demand, contribute and pay his proportionate share of any monies paid out or of any obligation incurred for the reasonable maintenance or repair of said works under the terms and conditions as set forth herein.

2. Reasonable Maintenance and Repair Defined.

"Reasonable maintenance and repair" shall include such maintenance and repair as is necessary to maintain said works in good, usable condition under all traffic and weather conditions, but shall not include the enlargement of said works. This agreement shall not be construed to require any owner to contribute to the cost of any enlargement of said works.

3. Majority Agreement Conclusive: Accepting Low Bid.

For the purposes of this agreement, the written agreement of the owners of a majority of the lots/parcels to the effect that specified repair or maintenance work is necessary shall be conclusive on the remaining owners. Pursuant to said majority written agreement, agreeing owners shall obtain three bids from licensed contractors and shall accept the lowest of said three bids and shall then initiate the necessary repair or maintenance work. Each owner of a lot/parcel

within the subdivision shall bear his or her pro rata share of the costs there, regardless whether such owner shall have concurred in said majority agreement or not.

4. Responsibility for Damages.

Every owner who shall cause or allow said works to be damaged, excluding fair wear and tear from normal usage, as may be determined by the owners of a majority of the lots/parcels, shall bear as his or her responsibility the costs and expenses of repairing such damage.

5. Collection Action; Attorney Fees.

If any owner shall fail or refuse to pay his or her pro rata share of the costs of maintenance and repair work or damages hereunder within 30 days of a bill for the same being mailed to him or her, any other owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such defaulting owner for the necessary maintenance and repair work in accordance with the provisions of law. The prevailing party in such action shall be entitled to recover in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the court may fix as and for reasonable attorneys' fees.

6. Maintenance and Repair Account.

The owners of a majority of the lots/parcels may authorize the creation of a maintenance and repair account in a savings and loan association or bank. Monies deposited therein shall be expended only for maintenance and repair of the above referenced works, and the number of signatures required to withdraw monies shall be specified at the time said account is authorized.

7. Receipts.

Receipts for all monies received and of all expenditures made shall be preserved and made available for inspection and copying by any owner, in person or by agent, for a period of one year.

8. “Owner” Defined.

The word “owner”, as used herein, shall mean one person whom sole title is vested. It shall also mean two or more persons who hold a unity of interest as joint tenants, as tenants in common, as partners, or as husband and wife with title vested “as their community property”. For the purpose of determining if the owners of a majority of the lots/parcels are in favor of a proposal, the affirmative vote of any spouse, joint tenant, or tenant in common shall constitute approval by that lot/parcel, irrespective of the number of co-owners of that lot/parcel.

9. Termination.

This agreement may be terminated at any time by the vote of the owners of two-thirds of the lots/parcels or by acceptance of the road by a governmental agency as a public road to be maintained by said agency for public road purposes. Upon termination of this agreement, any monies remaining unexpended shall be distributed to the then owners of all lots/parcels in the same proportions as received.

10. Covenant Running with Land; Binding on Successors.

This agreement is to be construed as a covenant running with the land, and it is further understood and agreed that this agreement shall inure to and bind the successors in interest of the lots/parcels owned by all the parties hereto, whether by way of sale, assignment, inheritance or otherwise, and it shall be applicable to such smaller lots/parcels as may be created by subsequent divisions of said lots/parcels.

Signature

Date

Typed or printed name of owner

Lots/Parcels Owned

Owner’s Address

Signature

Date

Typed or printed name of owner

Lots/Parcels Owned

Owner's Address

ALL SIGNATURES MUST BE NOTARIZED.