

2

3



200227333
Page: 1 of 3
09/24/2002 10:49A
Bk-688 Pg-1992

ROAD MAINTENANCE AGREEMENT

M48301

This Declaration of Road Maintenance Agreement, (Declaration) is made this day 20th of September, 2002, by Wild River Partners, LLC, a Montana Limited Liability Company (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in the County of Missoula, State of Montana, which is more particularly described as follows:

Tracts 1, 2, 3, 4, 5, 6 and 8 of Certificate of Survey No.5320 , located in Section 5, Township 20 North, Range 16 West, P.M.M., Missoula County, Montana.

The Declarant does hereby establish, declare, publish and impose upon all tracts within the Property the following Road Maintenance Agreement which shall run with the land and be binding upon and be for the benefit and value of the Declarant and all purchasers and persons claiming under them, their representatives, grantees, successors and assigns, and all subsequent owners or persons or purchasers claiming under any person or entity to which Declarant may transfer any of the Property, and shall be for the purpose of maintaining a uniform and stable value, character, use and development of the Property.

ARTICLE I - DEFINITIONS:

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is a part of the Property, including contract sellers, and including Declarant, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" or "Properties" shall mean and refer to that certain real Property hereinbefore described.

Section 3. "Tract" shall mean and refer to any separate tract of land that currently exists or that may be subsequently created within the Property.

Section 4. "Declarant" shall mean and refer to Wild River Partners, LLC, each individual partner of said partnership or such persons or entities as they shall thereafter from time to time designate as Declarants.

Section 5 "Road Director" shall mean and refer to any tract owner or elected representative responsible for road maintenance within the property.

RT Kevin Wetmore, FATCO

ARTICLE II. ROADS

Section 1. Easement. Each Owner shall have and is hereby granted an easement for ingress, egress and underground utilities over and across the areas designated on Certificate of Survey No.5320 as private access, public utility, and recreational easement (the "Roads").

Section 2. Maintenance. The Road Director shall be elected by majority vote of the Owners. Each Tract shall have 1 (one) vote. The Road Director term shall expire June 30th of each odd numbered year. The Roads shall be controlled and maintained by the Road Director. The Road Director may deal with the Roads in any manner deemed appropriate by the Road Director. The assessments levied by the Road Director shall be used exclusively to promote all road maintenance and improvements such as plowing, grading, gravel, culverts, ditches, dust control, signage and weed control along roadways. The Road Director shall be compensated an annual amount equal to 15% of regular dues collected, excluding any special assessments. In the event the Road Director is unable or unwilling to serve, a notice of resignation shall be tendered at which time an election will be held to determine a successor. The Road Director shall endeavor to maintain equality in maintenance of all roads. At any time, the Road Director may be removed from the position with an affirmative majority vote of the owners.

ARTICLE III. FINANCES

Section 1. Assessments. The Declarant, for each Tract owned or subsequently created within the Properties by the Declarant, hereby covenants and agrees, and each Owner of any Tract or any lot subsequently created, by acceptance of the deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Road Director annual assessments and special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tracts against which each such assessment is made. The assessments shall also be the personal obligation of the Owner of the Tract(s) at the time the assessments were due. Assessments shall be made on a Tract by Tract basis and the amount of assessment shall be equal for each Tract, with the exception of Tract 6. Tract 6 shall pay 25% of the amount regularly assessed to other properties and this shall be considered for use of recreational easement access. Tract 6 shall not be subject to any capital improvement assessments. The Road Director shall fix the amount of the annual assessment against each Tract at the beginning of each year for the upcoming calendar year based upon estimated foreseen expenses and sufficient reserves. If the annual collected fees are depleted prior to year end, the Road Director may assess other reasonable assessments during the year. Any capital improvement project resulting in an expense exceeding \$7,000 in any year shall be subject to prior majority vote of each

