

2004328 11370

S

ROAD MAINTENANCE AGREEMENT

BITTERROOT ESTATES SUBDIVISION

This AGREEMENT, made and entered into this 21st day of October, 2004 by Wilma J. Leatzow, managing member of Heritage Homes and Properties, LLC, Box 999, Marion, Montana 59925.

WHEREAS, the Party entering into this agreement is the owner of property in Flathead County, Montana, more particularly described as Lots 1 through 21 of Bitterroot Estates Subdivision, a plat of which is on file at the Office of the Clerk and Recorder of Flathead County, Montana.

WHEREAS, the properties referenced above are serviced by a common roadway, officially known as Bitterroot Estates Drive as shown on the plat of the Bitterroot Estates Subdivision and as further extended within the confines of the boundaries of the properties subject to this agreement;

WHEREAS, the Party hereto does now desire to enter into an agreement regarding the maintenance of said roadway, fire suppression water cisterns and road easements and right of ways;

NOW, therefore, the Party hereto does hereby agree as follows:

1. This agreement shall include the property referenced above and any further lots, parcels or tracts subdivided or created therefrom.
2. Owner shall mean every person or entity who is a record owner of a fee, or undivided fee, interest in any property subject to this agreement excepting, however, any person or entity who has sold or is selling any such parcel under a recorded contract shall not be considered as an owner. Every person or entity purchasing any such parcel under a recorded contract shall be an owner. This is not intended to include persons or entities who hold an interest as security for an obligation.
3. Maintenance of the roadway, cisterns and road easements and right of ways at all times shall be the responsibility of the owners of the properties subject to this agreement who use this roadway for access.
4. The Owner of each property subject to this agreement shall pay an equal share of the costs of road maintenance and repairs.
5. The roadway shall be maintained in good and passable condition under all weather conditions.
6. Maintenance shall be performed, and a lien attached to any property subject to this agreement, for payment for work when a simple majority of the Owners present at any regular or special meeting agree to have maintenance or improvements performed. For these purposes, each property shall be entitled to one vote.

0663625
0970589

