

ROAD MAINTENANCE AGREEMENT

THE ROOST SUBDIVISION

THIS ROAD MAINTENANCE AGREEMENT (hereinafter "Agreement") as prescribed in those Declaration of Protective Covenants The Roost Subdivision (hereinafter "Covenants"), recorded in Book 577, Page 133, Crook County Clerk's Office, Wyoming provides for road maintenance as follows:

1. The purpose of this Agreement is to provide for and detail the maintenance of Turkey Paw Road beginning at the entrance of The Roost Subdivision (hereinafter "Subdivision") from Wyoming Highway 14, running through the entire portion of the Subdivision terminating at a point between Tracts 6 and 7, as shown on that Map of Survey for the Roost. Additionally, this agreement shall provide and require proper maintenance of an entry gate located at the entrance of the Subdivision at the intersection of Wyoming Highway 14 and Turkey Paw Road.

2. Turkey Paw Road shall be maintained to allow only for the ingress and egress of the ordinary passenger vehicle traffic during summer climate conditions. No road maintenance will be performed to accommodate for any ingress or egress presented by any snow or other inclement weather condition affecting Turkey Paw Road, regardless of the time of year. The maintenance performed on Turkey Paw Road shall only provide for a single lane graveled ribbons road as established on that Map of Survey for the Roost.

3. Until a minimum ten (10) Tracts of the Subdivision have been sold, the Developer/Declarant, Pronghorn Construction, Ltd., Keogh, a retirement trust dated January 1, 1982, shall retain full authority to manage and administer this Agreement within its full discretion. After a minimum ten (10) Tracts of the Subdivision have been sold, pursuant to the Covenants paragraph 6, this Agreement shall be managed, administered and enforced by a Road Committee comprised of all Tract owners. Each Tract shall have one (1) vote to cast in reference to any matter arising under this Agreement. The Road Committee may collect and disburse funds, only for matters arising under this Agreement and in accordance with the majority vote (7) of the Tracts.

4. Maintenance of Turkey Paw Road and the Subdivision entry gate shall be funded by an assessment to be determined by majority vote of the Tract owners beginning in 2019. No

maintenance assessment shall exceed \$200.00 per Tract, unless approved as an occasional necessary special assessment by a unanimous rather than a majority vote of all Tracts. Polling of Tract owners will be conducted on or about May 15th of each year and any assessment that is approved by proper vote will be due and payable by July 1 of that year.

5. This Agreement may only be amended by majority vote of the Tracts in the subdivision plus the declarant.

6. The manager of the Road maintenance Agreement will not receive any compensation other than reimbursement of actual expenses incurred and all funds collected must go toward actual road maintenance expenses in the calendar year collected.

So Entered this 12 day of September, 2018.

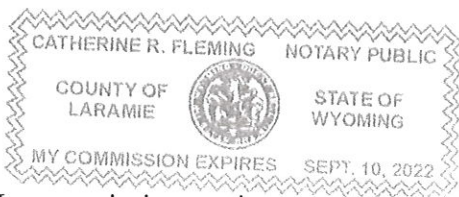
**BY PRONGHORN CONSTRUCTION, LTD., KEOGH,
a retirement trust dated January 1, 1982,
Developer/Declarant:**

By M. Bernard Lowery, Jr.
M. Bernard Lowery, Jr., trustee

By Ethel M. Rabel
Ethel M. Rabel, trustee

STATE OF WYOMING)
)ss
COUNTY OF LARAMIE)

The above and foregoing ROAD MAINTENANCE AGREEMENT THE ROOST SUBDIVISION was personally executed and acknowledged before me on September 12, 2018 by both M. Bernard Lowery, Jr and Ethel M. Rabel, as Trustees of Pronghorn Construction, Ltd., Keogh, a retirement trust dated January 1, 1982.



My commission expires:

9/10/2022

Catherine R. Fleming
NOTARY PUBLIC