

RED BEAVER RANCH
ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (hereinafter "Agreement") as prescribed in the Declaration of Protective Covenants Red Beaver Ranch (hereinafter "Covenants"), recorded as Instrument Number TBD on TBD, 2021 in Photo Book TBD, Page TBD, in the Crook County Clerk and Recorder's Office, Wyoming, provides for road maintenance as follows:

1. The purpose of this Agreement is to provide for and determine the maintenance of Mink Road within the Red Beaver Ranch Subdivision (hereinafter "Subdivision") as shown on that map of survey for Red Beaver Ranch recorded as a tract of land, being designated as Tracts 1 through 9 of the "Red Beaver Ranch", located in the SW $\frac{1}{4}$ of Section 1, the SE $\frac{1}{4}$ of Section 2, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, T. 50N, R. 64W, of the 6th Principal Meridian, Crook County, Wyoming, according to the official Revised Record of Survey thereof, as filed for record on January 20, 2021 at 3:16 PM MST, and duly recorded as Instrument Number 669136 in Photo Book 568F, Page 1600, in the Office of the Clerk Recorder of Crook County, Wyoming.
2. Mink Road shall be maintained to allow only for the ingress and egress of 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 conditions affecting these roads, regardless of the time of year. The maintenance performed on these roads shall only provide for a single lane gravel road as established on that Record of Survey for Red Beaver Ranch.
3. Only those tracts in Red Beaver Ranch with a property line on Mink Road are subject to the road maintenance agreement.

4. There are SIX (6) applicable tracts. Until a minimum of FOUR (4) of the applicable tracts 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 of FOUR (4) applicable tracts have been sold, pursuant to the Red Beaver Ranch Covenants, paragraph 6, this Agreement shall be managed, administered and enforced by a Road Committee comprised of all applicable tract owners with an elected leader or manager. 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 of FOUR (4) of the applicable tracts.
5. Maintenance of Mink Road shall be funded by an assessment to be determined by a majority vote of the applicable tract owners beginning in 2022. In any year that it is determined an assessment is needed, no maintenance assessment shall exceed \$200.00 per tract that year, unless approved as an occasional necessary special assessment by a majority vote of the applicable tracts. Polling of tract owners will be conducted on, or about, May 15th of each year after a minimum of FOUR (4) applicable tracts have been sold. Any assessment that is approved by proper vote will be due and payable by July 15th of that year.
6. This Agreement may only be amended by majority vote of the applicable tracts in the subdivision plus the declarant, its heirs, successors, or assigns, for as long as the declarant is an owner of an applicable tract.
7. The manager of the Road Maintenance Agreement shall 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.

IN WITNESS WHEREOF the undersigned developer/declarant have affixed their signatures.

PRONGHORN CONSTRUCTION, LTD., KEOGH, a retirement trust dated January 1, 1982,
M. Bernard Lowery, Jr., Trustee, and Ethel M. Rabel, Trustee.

BY: _____
M. Bernard Lowery, Jr., trustee

BY: _____
Ethel M. Rabel, trustee

STATE OF WYOMING)
)ss
COUNTY OF LARAMIE)

The above and foregoing ROAD MAINTENANCE AGREEMENT was acknowledged
before me on TBD, 2021 by Ethel M. Rabel and M. Bernard Lowery, Jr. as
trustees of Pronghorn Construction, Ltd., Keogh, a retirement trust dated January 1, 1982.

COPY

NOTARY PUBLIC

My commission expires: ____/____/____