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ROAD MAINTENANCE AGREEMENT

This agreement made and entered into this 2nd day of November, 1992, by and between all the undersigned owners of that real property abutting the recorded easement, presently known as "Bilotto Drive", as further shown by the map attached hereto and more particularly described as:

Western Title 3785365 Torbett, Friday

~~Lot 1-A, Lot 2-A,~~ and Lot 3 of Lands of Chavez, filed May 8, 1987, Vol. C33, Folio 126 and on June 19, 1987 in Vol. B22, Folio 59; Lot 4-A-1, Lot 4-A-2, Lot 4-A-3 and Lot 4-A-4 of Lands of Chavez/Bilotto (formerly a portion of Lot 4-A of Lands of Chavez, filed on March 17, 1988 in Volume C36, folio 25); Lot 1-A, Lands of Chavez/Bilotto, filed March 17, 1988 in Vol. C36, Folio 25; Lot 2 and Lot 3, Lands of Bilotto, filed July 15, 1987 in Vol. C34, Folio 38;

all of which are situate within Section 36, T. 11 N., R. 5 E., N.M.P.M.

WHEREAS it is the mutual desire of the undersigned property owners that said roadway hereafter be maintained in a safe and usable condition, in all weather conditions, by the abutting property owners who use the said roadway easement.

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, it is mutually covenanted and agreed as follows:

1. That the parties hereto hereby agree for themselves, their heirs, representatives, successors and assigns, that the roadway easement hereinabove attached shall be maintained in a safe and usable condition in all weather conditions, by all the undersigned owners of real property abutting said roadway easement.
2. That the parties hereto further agree for themselves, their heirs, representatives, successors and assigns that the costs of maintaining said roadway easement in a safe and usable condition shall be divided equally among the owners of each of the separate parcels of real property abutting said roadway easement. Each said parcel/lot shall pay an equal share of the costs of such maintenance, provided, however that no vacant, undeveloped lot shall be so charged.
3. That the parties hereto further agree that the covenants and agreements hereto shall be covenants and agreements running with the land and shall be binding not only upon the parties hereto but upon their heirs, representatives, successors and assigns and any person or persons who shall hereafter acquire title to any of the parcels of real property or to any portions of any of the said parcels of real property above described.
4. Any one of the parties to the agreement after giving due notice and demand in writing for participation in effecting maintenance, repair and/or restoration of the right of way and failure to comply in response thereto within 30 days, will authorize the filing of a lawsuit in a court of competent jurisdiction by the party or parties, ready, willing and able to perform the non-performing party or parties who, in addition to being liable for their just portion of maintenance, repair and/or restoration expenses will be liable for any and all costs of suit and reasonable attorney fees incurred by the party or parties initiating the suit. Requirement of notice shall be waived in the event of any emergency or where only minimum (less than \$200.00) repair work is performed.

5. The parties hereto, as well as their heirs, representatives, successors, and assigns, shall in no way restrict access to said roadway.

6. Unless otherwise agreed, the maximum due for upkeep and maintenance shall at no time exceed \$120.00 (One Hundred Twenty Dollars) per year for each lot, payable in full on or before the fifth of January of each year. Whenever a lot becomes liable for maintenance during a calendar year (by development thereof, defined to be the time at which any construction whatsoever related to the residential dwelling begins), its maintenance fee shall be prorated for the balance of the year (calculated as the remaining fraction of the year times the annual road maintenance fee).

7. For any work requiring a qualified licensed contractor, a majority vote (51%) in favor of a particular contractor is required before he can be contracted with. Votes may be taken informally.

8. This agreement will continue for 10 years, and thereafter from year to year, unless all of the parties agree to terminate this agreement, in which event the agreement shall be binding on none of the parties thereafter.

9. This agreement constitutes the entire agreement between the parties and can only be amended in writing by majority (51%) vote. Each lot or parcel constitutes one vote.

10. Subject to any of the provisions above, any dispute arising under the provisions of this agreement shall be resolved by arbitration pursuant to the rules of the American Arbitration Association. The arbitrator may be selected jointly by the parties. In the event they do not or cannot select an arbitrator within seven (7) days after a written request for selection, then a district court judge having jurisdiction over this real property (presently the Second Judicial District Court in Bernalillo County), shall appoint one.

11. A road maintenance committee is hereby established, which will be composed of three (3) persons chosen from among the owners of lots. Initially Antonio Bilotto will be one of said committee members and two others will be selected by random drawing. This committee is authorized and empowered to contract with suitable contractors or individuals for the maintenance of the road. Upon death, resignation or refusal to act by any committee member, the remaining members shall have full authority to designate a successor, and make interim decisions without the third member. The committee members shall serve without compensation of any kind.

The committee has authority to award contracts and assess each parcel. Each parcel owner shall be responsible for paying his parcel's pro-rata share of maintenance costs. In the event of failure of any parcel member to pay his assessment, the road maintenance committee is hereby declared to have the power to file a lien against said lot for unpaid assessments, including 15% simple interest per annum until paid in full. Furthermore, if not paid within one year of assessment, the road maintenance committee may pursue foreclosure of the lien, including all costs and attorney fees related thereto.

A majority (51%) of the eligible voting membership may determine that the assessment must be increased or decreased, and so vote, which will be binding on all parcels. The disbursements of the funds shall be final. Upon request of an accounting of the funds collected, the committee will make available its records within 30 days of the request, although the requestor shall be liable for and tender any costs related thereto.

THIS AGREEMENT shall be recorded in the records of the Bernalillo County Clerk, and shall be binding upon and inure to the benefit of the each lot, and each owner thereof, and/or their respective heirs, representatives, successors and assigns.

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Kathleen J. Lebecky 11-2-92
OWNER(S) DATE
Lot #3 lands of Chavez
ADDRESS

LEGAL DESCRIPTION

Andrew Lebecky 11-2-92
OWNER(S) DATE
Lot 3 Lands of Chavez
ADDRESS

LEGAL DESCRIPTION

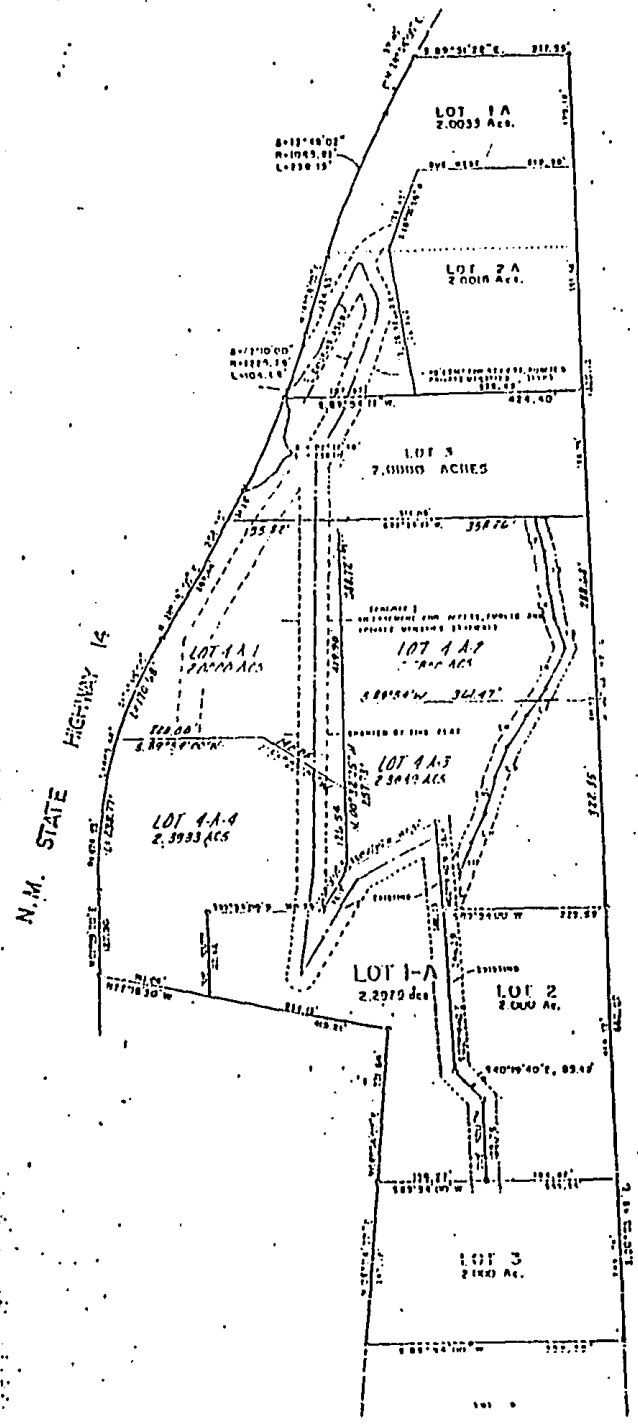
Ramon Nieto 11-2-92
OWNER(S) DATE
13 Alejandro Rd N.E.
ADDRESS

Lot 3 Lands of Belotto
LEGAL DESCRIPTION

Ramona Nieto 11-2-92
OWNER(S) DATE
13 Alejandro Rd N.E.
ADDRESS

Lot 3 Lands of Belotto
LEGAL DESCRIPTION

0004283



STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

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GLADYS H. DAVIS
CO CLERK & RECORDER 4283
DEPUTY