

SHARED MAINTENANCE AGREEMENT

This agreement is entered into this 29TH day of JUNE, 1995, by and between DANIEL R. CRAGUN & COLLEEN WADE and GLORIA S. FLORES.

WHEREAS, DANIEL R. CRAGUN & COLLEEN WADE lives at 2544 S. HARRISON BLVD., OGDEN, UTAH 84401 and GLORIA S. FLORES lives at 2536 HARRISON BLVD., OGDEN, UT 84401 (the legal descriptions of these two addresses are attached hereto as Exhibits "A" and "B", respectively; and

WHEREAS, these two addresses share a common driveway. CW MJ

WHEREAS, DANIEL R. CRAGUN AND COLLEEN WADE and GLORIA S. FLORES desire to enter into an agreement with regard to the maintenance of the shared roof and exterior walls; DJ

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties acknowledge that certain repairs or maintenance to the driveway may become necessary, which repairs or maintenance cannot be performed on one side only, but will necessarily involve both sides. CW MJ
2. In the event that any such repair or maintenance becomes necessary, the parties will share the cost of such repair or maintenance equally.
3. If any repair or maintenance of the driveway is limited to one side only, and the repair or maintenance can be performed without affecting the other side, then the owner of the affected side shall bear the whole cost of such repair. CW DJ MJ
4. This agreement shall run with the land and is binding upon the heirs, assigns and successors-in-interest of the parties hereto.
5. Enforcement. It is hereby agreed that in the event of the failure of the Party of the First Part or the Party of Second Part to perform any of the terms or conditions of this agreement, then in that event the defaulting party agrees to pay the prevailing party reasonable attorney's fees and court costs for enforcement of these provisions. It is further acknowledged and expressly agreed that the terms and provisions of this Joint Maintenance Agreement and Restrictive Covenants are appurtenant to and shall run with the land and shall in all respects be binding upon the heirs, successors in interest, administrators and assigns of the parties hereto.

DATED this day and year set forth above.

Daniel R. Cragun
NAME DANIEL R. CRAGUN
Colleen Wade
NAME COLLEEN WADE

Gloria Flores
NAME GLORIA S. FLORES

E# 1352075 BK1762 PG926
DOUG CROFTS, WEBER COUNTY RECORDER
30-JUN-95 1244 PM FEE \$17.00 DEP MH
REC FOR: BONNEVILLE.TITLE

STATE OF UTAH)
COUNTY OF WEBER)

On this 29TH day of JUNE, 199 , DANIEL R. CRAGUN AND COLLEEN WADE,
appeared before me, and duly acknowledged to me that he/she is
the signer of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.



NOTARY PUBLIC
KIRK D. SMITH
1419 Mitchell Dr.
Ogden, UT 84403
My Commission Expires
February 8th, 1999
STATE OF UTAH

[Signature]
NOTARY PUBLIC

Residing at Ogden, Utah

STATE OF UTAH)
COUNTY OF WEBER)

On this 29TH day of JUNE, 199 , GLORIA S. FLORES,
personally appeared before me, and duly acknowledged to me that
he/she is the signer of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.



NOTARY PUBLIC
MELINDA WALLIS
5683 South Aspen Ct.
Ogden, UT 84403
My Commission Expires
December 20th, 1998
STATE OF UTAH

[Signature]
NOTARY PUBLIC

Residing at _____

"EXHIBIT A"

02-025-0023

A PART OF LOT 4, BLOCK 28, PLAT "C" OF OGDEN CITY SURVEY: BEGINNING AT A POINT 46 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT, RUNNING THENCE NORTH 40 FEET, THENCE EAST 138 FEET, THENCE SOUTH 40 FEET, THENCE WEST 138 FEET TO THE PLACE OF BEGINNING.

"EXHIBIT B"

02-025-0025

PART OF LOT 4, BLOCK 28, PLAT C, OF OGDEN CITY SURVEY: BEGINNING AT A POINT 86 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4, AND RUNNING THENCE NORTH 43 FEET TO A POINT 3 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 4, THENCE EAST 138 FEET, THENCE SOUTH 43 FEET, THENCE WEST 138 FEET TO THE PLACE OF BEGINNING.