

COMMON AREA AND COST SHARING AGREEMENT

THIS AGREEMENT is entered into this 11 day of September, 2009, by and between The Legends at Bridger Creek Homeowners Association, Inc., a Montana Nonprofit Corporation, of Bozeman, Montana, (hereinafter, "Legends Association") and Edgefield, LLC, a Montana Limited Liability Company, of Missoula, Montana (hereinafter, "Edgefield")

RECITALS:

WHEREAS, Legends Association, through its Board of Directors, has authoritative power to act on behalf of the owners of lots in the Legends at Bridger Creek Subdivision ("Legends Subdivision"), per the terms of the Declaration of Covenants and Restrictions, filed and recorded in relation to the Legends Subdivision ("Legends Covenants"), and per the terms of Bylaws pertaining to Legends;

WHEREAS, Edgefield is the developer of an adjacent subdivision referred to as the Legends at Bridger Creek II Subdivision ("Legends II Subdivision");

WHEREAS, per the terms of the Declaration of Covenants and Restrictions, filed and recorded in relation to the Legends II Subdivision ("Legends II Covenants"), none of the Legends II Subdivision common areas or otherwise have not yet been released to a Homeowners Association for the Legends II Subdivision;

WHEREAS, since the Legend II Subdivision property has not been transitioned to a Homeowners Association, Edgefield has authoritative power to act on behalf of the owners of lots in the Legends at Bridger Creek II Subdivision ("Legends II Subdivision");

WHEREAS, the parties hereto desire to enter into an agreement to share costs associated with the common areas of each subdivision, referenced herein (Legends Subdivision and Legends II Subdivision), as well as share use of said common areas, and the parties recognize the mutual benefit of such an arrangement; and

NOW THEREFORE, upon the terms and conditions set forth herein, and for valuable consideration, the parties agree as follows:

1. **Consideration.** In consideration of each party allowing the other use of their common areas and sharing of costs associated with maintenance, repair and general upkeep of such common areas, the parties agree to the terms set forth herein.
2. **Agreements and Responsibilities.** The parties hereby agree to the following:
 - a. Per the terms set forth herein, Legends Association and Edgefield (after transition of the Legends II Subdivision to a Homeowners Association, then said Homeowners Association for Legend II Subdivision) will require that Lot Owners of the Legends Subdivision and Legends II Subdivision, respectively, share all costs associated with maintenance, repair and general upkeep of the common areas of the Legends Subdivision and Legends II Subdivision, and such costs shall be determined in accordance with the terms of the Legend Covenants and Legends II Covenants for each subdivision, respectively.
 - b. Such costs of maintenance, repair and upkeep of common areas shall include those items that the Legends Association and Edgefield (after transition of the Legends II Subdivision to a Homeowners Association, then said Homeowners Association for Legend II Subdivision)

shall determine for each subdivision in accordance with the terms of the filed and recorded Declaration for each subdivision, as such may be amended from time-to-time.

- c. The total cost determined for maintenance, repair and upkeep of common areas, for Legend Subdivision and Legends II Subdivision, shall be assessed equally among all Lot Owners in both subdivisions, and then, each Lot Owner shall be required to pay said Lot Owners' allocated share of such total cost.
 - d. Such costs shall not be limited to current costs associated with maintenance, repair and upkeep of common areas, and shall not be capped, but shall be reasonably determined in accordance with the terms of the respective Declaration for each subdivision.
 - e. The parties agree that the Lot Owners of each subdivision shall, accordingly, be afforded the right to share the use of the common areas of both the Legends Subdivision and the Legends II Subdivision, and regardless of such right, all Lot Owners must adhere to any restrictions, parameters, requirements or other terms relating to the common areas of the specific Subdivision where the common area(s) being used lies.
 - f. The Board of Directors of Legends Association approved, by way of formal consent, the terms of this Agreement, and the signature, below, indicates such approval of said Board.
3. **Conflict—Controlling Documents.** In the event any provision herein is in specific conflict with the Legends II Covenants, then by evidence of signature below, Edgefield agrees that these Agreement shall control in relation to any such conflict, and this Agreement shall then be considered an amendment to the Legends II Covenants, but only in relation to the particular conflicting term, and in no way shall this Agreement affect any other, non-conflicting term set forth in the Legends II Covenants.
4. **Modifications.** This Agreement may not be modified or amended other than in a writing signed by both parties.
5. **Binding Effect.** This Agreement is binding upon and inure to the benefit of the parties hereto, their successors, and assigns, and shall survive the date of execution of this Agreement.
6. **Governing Law.** This Agreement shall be governed by the laws of the State of Montana.
7. **Enforcement/Attorney's Fees.** In any action brought by any party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney's fees and legal costs in bringing and recovering on said action.

IN WITNESS WHEREOF the parties hereto have signed this document on the day and year first above written.

**THE LEGENDS AT BRIDGER CREEK HOMEOWNERS ASSOCIATION, INC.,
A MONTANA NONPROFIT CORPORATION**

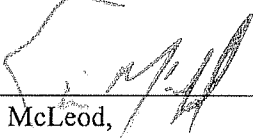
By: _____
James P. McLeod, Director

By: _____
James P. Corrick, Director

By: _____
Matthew Ekstrom, Director

EDGEFIELD, LLC
A MONTANA LIMITED LIABILITY COMPANY,
through its Managing Member, Guinness Partners, Inc.

By: _____


James P. McLeod,
President and Authorized Agent of
Guinness Partners, Inc.