

20644

RECORDING REQUESTED BY

WESTERN TITLE INSURANCE COMPANY

AFTER RECORDING RETURN TO

COLLEAS ASSOCIATES

409 Alberto Way

Los Gatos, California

95030

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
WESTERN TITLE INS. CO.

OCT 14 1976

AT 12:00 PM, 10/14/76
NEVADA COUNTY, CALIFORNIA

FEELING
JAN 1976

20644

DECLARATION OF ROAD MAINTENANCE AGREEMENT

As the undersigned owners of property adjoining and bounded by the following described easement:

See EXHIBIT "A" attached hereto and made a part hereof by reference

We hereby agree and declare that the owners of the parcels of land as described on the Exhibit "A", attached hereto and incorporated herein, and the subsequent divisions thereof, shall bear an equal share of any and all costs required for maintenance and repairs of said easement under the terms and conditions as set forth herein.

1. General. Said easement described above shall be used in common with other owners of properties bounding thereon and adjoining thereon who use said easement for ingress and egress and/or utilities.

2. Right of Way. The right of way created by said easement shall be maintained in a good, passable condition under all traffic and weather conditions.

3. Frequency of Repairs. Repairs on the said private road shall be required when a majority of the owners of properties reach an agreement that repairs are needed. Pursuant to said agreement such owners shall obtain three bids from reputable licensed contractors and shall accept the lowest of said three bids and shall then initiate the repairs of said road with each owner bearing his pro-rata share of the costs and expense thereof, regardless of whether such owners shall have concurred in said agreement or not, provided, however, that such costs and expense shall be shared ONLY with and by those owners who use said road for ingress and egress and/or utilities.

4. Individual Damages. Every owner of property who shall cause or allow in any manner said private road to be used, traversed, or altered by vehicular traffic or otherwise, thereby causing damage to the surface thereof, as may be determined by a majority of the owners of properties bounding thereon, shall bear his responsibility the costs and expense of repairing such damage.

5. Non-Payment. If a dissenting owner shall not pay his pro-rata share of costs and expense immediately upon receiving his bill for the same, the remaining such owners shall be entitled without further notice, to institute legal action for the collection of funds advanced in behalf of such dissenting owner in accordance with the provisions of California Civil Code Section 840, and shall be entitled to, accrue in such action, in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including the sum of and for a reasonable attorney's fee in such amount as the court may fix.

6. Enforcement. Declarant and each person to whom hereafter this Declaration assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

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7. Cumulative Rights Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.
8. Term The provisions of this agreement shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the property described on Exhibit "B", and the subsequent division thereof forever, or until such time as the said private road is dedicated to and accepted for use as a public street or thoroughfare by municipal government lawfully exercising jurisdiction over said private road.
9. Grantee's Acceptance Each grantee or purchaser of the property described on Exhibit "B" and subsequent divisions thereof shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarants or a subsequent owner of such property, accept such deed or contract upon and subject to each and all of the provisions of this Declaration. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarants, and to and with the grantees and subsequent owners of such property to keep, observe, comply with and perform all of the provisions of this Declaration.
10. Severability Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.
11. Captions Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

IN WITNESS WHEREOF, we have executed these presents the 14TH day of OCTOBER, 1976, at LAKE WILLOWOOD, California.

COLE REED ASSOCIATES--Limited Partnership

BYRON D. MAYNARD
Byron D. Maynard
Iris Lee Maynard

Cole M. Reed
Cole M. Reed

STATE OF CALIFORNIA

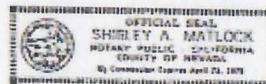
County of Nevada

On October 14, 1976, before me, the undersigned
a Notary Public, in and for said State, personally appeared Byron D.
Maynard and Iris Lee Maynard

known to me to be the person^s whose name^s are subscribed
to the within instrument, and acknowledged to me that they executed the same.

My commission expires

Shirley A. Matlock
Notary Public



STATE OF CALIFORNIA
Town of Los Gatos

County of Santa Clara

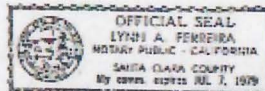
On 12 October, 1976, before me, the undersigned
a Notary Public, in and for said State, personally appeared Cole M. Reed

known to me to be the partners of the partnership as associated the
within instrument, and acknowledged to me that each partnership executed the same.

My commission expires

July 7, 1979

John A. Ferreira
Notary Public



14 Wells Road, Santa Valley, CA 95006

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EXHIBIT "B"

CYLE REED ASSOCIATES, a limited partnership, Property:

Parcel 4, as shown on the Parcel Map for Boise Cascade, being a portion of Sections 20 and 21, Township 16 North, Range 7 East, M.D.B. & M., as filed in the office of the Nevada County Recorder on February 26, 1976, in Book 10 of Parcel Maps, at Page 46.

BYRON D. MAYNARD & IRIS LEE MAYNARD Property:

Parcel 3, as shown on the Parcel Map for Boise Cascade, being a portion of Sections 17, 18, 19, and 20, Township 16 North, Range 7 East, M.D.B. & M., as filed in the office of the Nevada County Recorder on May 21, 1976, in Book 10 of Parcel Maps, Page 109.

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EXHIBIT "A"

AN EASEMENT 60 FEET IN WIDTH FOR INGRESS AND EGRESS PURPOSES,
THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SECTION 20, TOWNSHIP
16 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM
WHICH POINT THE SOUTHWEST $\frac{1}{4}$ OF THE AFOREDESCRIBED SECTION 20
BEARS SOUTH $1^{\circ} 32' 49''$ EAST 1089.16 FEET; THENCE FROM SAID
POINT OF BEGINNING AND LEAVING SAID WEST LINE AND ALONG SAID
CENTERLINE THE FOLLOWING SEVENTEEN CONSECUTIVE COURSES AND
DISTANCES: SOUTH $51^{\circ} 08' 12''$ EAST 290.52 FEET; THENCE ALONG
AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET
THROUGH AN ANGLE OF $50^{\circ} 17' 51''$ A DISTANCE OF 175.57 FEET; THENCE
NORTH $78^{\circ} 33' 57''$ EAST, 95.69 FEET; THENCE ALONG AN ARC OF A
CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET THROUGH AN
ARC OF $56^{\circ} 00' 00''$ A DISTANCE OF 586.43 FEET; THENCE SOUTH
 $45^{\circ} 26' 03''$ EAST, 71.88 FEET; THENCE ALONG AN ARC OF A CURVE
TO THE LEFT HAVING A RADIUS OF 700.00 FEET THROUGH AN ARC OF
 $25^{\circ} 30' 00''$, A DISTANCE OF 311.54 FEET; THENCE SOUTH $70^{\circ} 56' 03''$
EAST 275.96 FEET; THENCE ALONG AN ARC OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 700.00 FEET THROUGH AN ARC OF 19°
 $30' 00''$ A DISTANCE OF 238.24 FEET; THENCE SOUTH $51^{\circ} 26' 03''$
EAST 138.25 FEET; THENCE ALONG AN ARC OF A CURVE TO THE
LEFT HAVING A RADIUS OF 400.00 FEET THROUGH AN ARC OF $46^{\circ} 22' 59''$
A DISTANCE OF 323.01 FEET; THENCE NORTH $87^{\circ} 14' 32''$
EAST 1492.82 FEET; THENCE ALONG AN ARC OF A CURVE TO THE
LEFT HAVING A RADIUS OF 200.00 FEET THROUGH AN ANGLE OF
 $104^{\circ} 00' 42''$ A DISTANCE OF 363.07 FEET; THENCE NORTH $16^{\circ} 46' 10''$
WEST 106.73 FEET; THENCE ALONG AN ARC OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 200.00 FEET THROUGH AN ANGLE OF
 $34^{\circ} 28' 38''$ A DISTANCE OF 120.35 FEET; THENCE NORTH $17^{\circ} 42' 28''$
EAST 114.83 FEET; THENCE ALONG AN ARC OF A CURVE TO
THE LEFT HAVING A RADIUS OF 200.00 FEET THROUGH AN ANGLE OF
 $28^{\circ} 18' 27''$ A DISTANCE OF 98.81 FEET; THENCE NORTH $10^{\circ} 35' 58''$
WEST 10.13 FEET TO A POINT IN THE SOUTHERLY LINE OF
PLEASANT VALLEY ROAD, COUNTY ROAD NO. 404 A&1 AND THE POINT
OF ENDING.