

DECLARATION OF ROAD MAINTENANCE

AGREEMENT

THIS DECLARATION OF ROAD MAINTENANCE AGREEMENT is made and entered into _____, as owner of the properties hereinafter referred to as "Declarant".

RECITALS

A. _____, is the owner of certain real property in the County of Kern, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof (herein referred to as "Property").

B. Prior to the future sale of the Property, Declarant intends to impose restrictions upon the Property in accordance with the common plan contained herein, pursuant to which the owner of any portion of said property shall bear proportionate share of any and all costs required for maintenance or repair of the abutting roads, as hereinafter provided. Such plan is expressly intended to benefit all of said Property and its future owners.

NOW THEREFORE, DECLARANT declares that said Property and any parcel thereof shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly exclusive for the use and benefit of said Property and the parcels of which it is comprised, and of each and every person or entity who now or in the future owns any parcel or parcels of said Property.

1. Road Maintenance

The owner of each parcel in said Property shall be required to share costs of Road Maintenance equally with owners of all other parcels. All roads in the Property shall be used by the owner of any other parcel or parcels in common with all other owners of such parcels for the purpose of ingress and egress and for the installation and maintenance of utilities and drainage facilities upon said Property. The right of way for a private street shall be maintained in good passable condition under all weather and traffic conditions.

2. Street Repairs

Repairs to the access roads described herein shall be required when the owners of a majority of the parcels in the Property reach an agreement that repairs are needed. Pursuant to any such agreement, such owners shall obtain three (3) bids from reputable licensed contractors and shall accept the lowest of said three bids except as may otherwise be agreed upon by majority vote of all owners of said parcels in the Property, and shall by reason of agreement hereinabove described initiate the repairs of said street with each and every owner of a parcel or parcels bearing his pro rata share according the number of parcels owned by said owner within the Property of the costs and expenses thereof, regardless of whether said owner shall have concurred in said agreement.

It is further agreed, however, that should the surface of said roadway at any time be damaged by reason of any work of improvement, or construction, on one or more of the parcels within the Property described on Exhibit "A" hereto, or in the installation of any water or utility line to service any such parcel, then, and in that event, the cost of the restoration of the roadway surface, thus damaged, shall be borne solely by the then-owners of the parcel, or parcels, of property upon which such work of improvement or construction was performed, or to which such water or utility line was installed.

3. Enforcement

If any owner of a parcel of the Property shall not concur in the agreement for the repair of the roads described above, and/or such dissenting owner shall not pay his pro rata share of the costs and expenses of repair immediately within thirty (30) days of receiving his bill for the same, then such dissenting owner's obligation shall be deemed delinquent and the remaining owners of parcels of the Property and the Declarant herein shall be entitled to recover in such action, in addition to the amount due, interest thereon at the rate of twelve percent (12%) per annum until paid, and all costs and disbursements of such action, including without limitation such sum as the Court may fix for reasonable attorney's fees.

4. Successors

This Declaration shall be deemed and is intended to run with the land and to be and constitute a restriction upon the Property, and every Parcel thereof, and shall be binding upon and inure to the benefit of the Declarant and his respective successors, assigns, grantees, heirs, and legal representatives and each of them, forever, or until such time as the roads described herein shall be accepted for dedication and maintenance as a public street or thoroughfare by a municipal government lawfully exercising jurisdiction over said private street, whereupon the above referenced owner's obligation to maintain said street shall cease.

5. Amendments

This Declaration may be amended at any time, and from time to time, by a percent vote of 51% by the Declarant or successors in interest.