DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(Roadway Maintenance Agreement Within a Minor Land Division)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the date written below by the Declarant,

______________________________

, owner of certain real property described below.

RECITALS

A. Declarant is the owner of certain real property (the "Property") located in the unincorporated area of the County of Amador, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The Property is concurrently with this Declaration being divided into individual parcels, including Lots ______ as shown on Map No. _______ (the "Map"), recorded on ________, in Book ___, Page ___ of [Subdivision Maps][Maps and Plats], Amador County Records (each a "Lot" and collectively the "Lots") that will be served by a common access private roadway (referred to herein as the "Roadway") designated as "Common Access" on the Map referenced above.

B. Declarant has established a general plan, set forth in this Declaration, for the maintenance and repair of the Roadway by the owners of the Lots.

C. Declarant covenants that Declarant has the authority to make this Declaration, subject to the subordination and consent of lienholder(s) attached hereto.

DECLARATIONS

NOW, THEREFORE, Declarant hereby declares that each of the Lots is, and shall be, held, conveyed, hypothecated and encumbered, subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Lots. All of the limitations, restrictions, easements, covenants, conditions, liens and charges in this Declaration shall run with each of the Lots, shall be binding on and inure to the benefit of all
parties having or acquiring any right, title or interest in any of the Lots, and shall be binding on
and inure to the benefit of the successors in interest of such parties.

1. **Maintenance of Roadway.** Each Lot owner shall be jointly and severally liable to
each other Lot owner to contribute equally toward the maintenance of the Roadway in the
amount set forth in paragraph 2 of this Declaration.

2. **Amount of Annual Maintenance Contribution.**

   2.1 Each Lot owner shall pay an annual maintenance fee (the “Annual Fee”) for
   maintenance of the Roadway, which initially shall be in the amount of $___________ per Lot.
The initial Annual Fee shall be due and payable on or before December 31, ________.

   2.2 The Annual Fee shall increase automatically 2% per year. For example, if
   the initial Annual Fee was due on December 31, 2000 in the amount of $100.00, then the amount
   of the Annual Fee due on December 31, 2001 shall be $102.00.

   2.3 Except for the automatic adjustment described in paragraph 2.2, the
   amount of the Annual Fee set forth in this Declaration may not be modified for a period of three
   (3) years from the date of this Declaration. Thereafter, the Annual Fee may be modified by the
   owners of a majority of the Lots, but only if a written document in recordable form memorializing
   the modification is executed and recorded in the Official Records of Amador County prior to the
   next subsequent due date for the Annual Fee.

   2.4 Each installment of the Annual Fee, together with any late payment
   penalty, interest, collection costs and reasonable attorneys’ fees, shall be the personal obligation
   of the person or entity who was a Lot owner at the time the installment became due and payable.
   If more than one person or entity was the Owner of a Lot, the personal obligation to pay the
   installment respecting that Lot shall be both joint and several. The personal obligation for a
delinquent Annual Fee shall not pass to a Lot owner’s successors in interest unless expressly
   assumed by them. No Lot owner may exempt itself from payment of the Annual Fee by waiver of
   the use or enjoyment of the Roadway or by waiver of the use or enjoyment of, or by abandonment
   of, such Owner’s lot.

3. **Failure to Contribute Annual Fee.** In the event that an Annual Fee installment
   has not been paid on or before the due date, then any other Lot owner shall be entitled,
   without further notice, to institute legal action for the collection of such amount in accordance
   with the provisions of California Civil Code Section 845. In addition to recovering any unpaid
   amount, a Lot owner bringing such action shall be entitled to recover interest thereon at the
   current prime rate of interest, until paid, and all reasonable costs and disbursements of such
   action, including attorney’s fees.

4. **Maintenance Fund.** Each Annual Fee shall be deposited in a joint savings account
   (the “Savings Account”), which shall require signatures of owners of a majority of the Lots in
   order to withdraw funds.
4.1 When the owners of a majority of the Lots, exercising their good faith judgment, determine that maintenance work is necessary on the Roadway, they shall obtain bids for the work in a manner to be determined among them. The decision of owners of a majority of the Lots as to the amount of work to be performed and the manner of performance shall be binding upon all of the Lot owners, and each Lot owner shall thereupon be obligated to execute a signature for withdrawal from the Savings Account to pay for the maintenance work.

4.2 If any Lot owner refuses to sign a request for withdrawal after majority authorization as set forth in paragraph 4.1, then any other Lot owner may commence an action at law or in equity to compel the signature of the refusing Lot Owner. Upon competent proof to the Court of proper majority approval of the maintenance work, the plaintiffs in such action shall be entitled to judgment in their favor, and if the Owner continues to refuse to sign for the withdrawal, the Court may issue a signature on behalf of the refusing Lot owner.

5. Protection of Mortgagees.

5.1 Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any first mortgage or deed of trust that encumbers all or a portion of any Lot, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such mortgage or deed of trust. All covenants, conditions and restrictions of this Declaration shall be binding upon and effective against any Lot owner whose title is derived through foreclosure or otherwise; provided, however, that any mortgagee or beneficiary of a deed of trust, or any purchaser at a foreclosure sale, shall take title to such Lot free of any lien or claim for unpaid Annual Fees that accrue prior to the time that such mortgagee, beneficiary or purchaser comes into possession of the Lot.

5.2 Nothing in this paragraph 5 shall be construed to release any Owner from its obligation to pay any Annual Fee accruing pursuant to this Declaration during the time that the Owner owns the Lot.

6. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years.

7. Amendment; Revocation. This Declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than 75% of the Lots. Each Lot shall be entitled to a single vote. If a Lot is owned by more than one person, each person with a record ownership interest may vote on any matter for which a vote is allowed in this Declaration, but if multiple votes are submitted for a single Lot the vote for that Lot will be apportioned among the record owners.
8. **No Waiver of Remedies.** Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of __________, __________.

DECLARANT:

________________________________________

________________________________________

[ALL SIGNATURES MUST BE NOTARIZED]
SUBORDINATION OF LIEN
AND
CONSENT OF LIENHOLDER

The undersigned, beneficiary under that certain deed of trust ("Deed of Trust") recorded on __________, ____ as Instrument No. _____________, Official Records of Amador County, California, does hereby consent to all of the provisions contained in the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (Roadway Maintenance Agreement Within a Minor Land Division) (the "Declaration"), agrees to the recordation of the Declaration, and agrees that the Deed of Trust shall be subordinate and subject to the Declaration as though the Deed of Trust had been recorded prior to the Declaration.

Dated: ____________, ____

________________________________________, a
________________________________________

By_______________________________________

By_______________________________________

[ALL SIGNATURES MUST BE NOTARIZED]