

DECLARATION OF ROAD MAINTENANCE ASSOCIATION
FOR BLUEBONNET ESTATES

This Declaration is made this ___ day of _____, 2008 by Louie M. Edwards and Joan M. Edwards, Declarants.

WHEREAS, Declarants are the owners in fee of all that real property described in Exhibit "A" attached hereto, hereinafter referred to as "the property"; and

WHEREAS, ingress and egress to and from said land is provided by certain roads called Bluebonnet Lane and Lone Star Circle, and access to the property is through an unmanned electronically controlled security gate.

NOW THEREFORE, the undersigned Declarants hereby establish "Bluebonnet Estates Maintenance Association", an unincorporated association, and impose upon each and every portion of the property the following Covenants and Conditions pertaining thereto.

1. All owners of the property referred to above shall automatically become members of Bluebonnet Estates Road Maintenance Association and each shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall also cease. Individuals who jointly own a single lot shall together be considered a single member for purposes of this Agreement, although they shall be jointly and severally liable for compliance with the terms of this Agreement.

2. The Association shall establish bylaws and assessments for property owners and members at its first meeting, which shall be held within one week of the recordation of this agreement. The Association shall establish assessments for the road maintenance costs on an annual basis and shall assess said costs equally between the members of the Association, except as provided in paragraph 6 hereof. The creation of additional lots within said area will increase membership proportionally.

3. The Association, acting pursuant to its bylaws, shall take all actions necessary for the preservation and protection of roads under its jurisdiction including, but not limited to, decisions and expenditures for road maintenance and preventive road improvements, including the subdivision security gate, fencing and lighting pertaining thereto.

4. The roads and security gate shall be kept in such condition as to be safely passable to ordinary automobile traffic and emergency vehicles at all times except in cases of natural disaster or other acts of God, when a reasonable time period may be necessary for corrective action. The Association shall provide maintenance of the road at least once a year, which maintenance shall include drainage and erosion control devices, fuel modification and upkeep of road surfaces to the County standards established for the subdivision.

5. The Association shall not relinquish maintenance responsibility for any portion of the road without the written consent of all members served by that portion unless title to the portion passes to a duly constituted governmental authority.

6. The use of land and/or structures for any non-residential purpose or purposes, which increases the traffic, shall cause the assessment of a surcharge over and above the normal assessment. Such surcharge shall increase the total assessment as to that landowner in the same proportion as the traffic has been increased by the non-residential use. However, nothing contained in this provision shall be construed as an agreement to or promotion of the establishment of any commercial enterprise or non-residential use.

7. Approval of maintenance contracts shall be at the sole discretion of the Association. All contracts shall provide for liability insurance coverage against liability created by the Contractor.

8. From time to time, there may be added to the property covered by this Road Maintenance Agreement, additional contiguous lots of land, which have legal rights to use the road, upon the recordation of a Declaration of Annexation executed by the contiguous landowner. The owner of said additional land shall become a member of the Association and shall be subject to the terms and conditions of this Agreement. Easements through lots that allow public access from any other private or public road onto the property are prohibited.

9. These covenants and restrictions set forth herein are imposed against and for the benefit of the property, or each subsequent subdivision of the property and each lot annexed hereto, and shall run with the land and be binding upon all owners until such time as the road is accepted for maintenance by the local government having jurisdiction at that time.

10. The Association shall be authorized to prosecute in any proceeding at law or in equity, any violation or attempted violation of these provisions either to prevent a violation of these provisions or to recover damages. In any litigation arising out of these covenants, all costs and reasonable attorney's fees may be made a part of the judgment of the court. Other land owners not a part of this Agreement who make use of the road pursuant to any rights which they may have shall be subject to payments of their reasonable share of maintenance costs as set forth in Civil Code Section 845.

11. The Association shall, pursuant to its bylaws, establish delinquent dates for payment of assessments. The amount of any delinquent assessment plus costs, (including attorney's fees) of collecting the delinquent assessment shall be and become a lien on the lot assessed when the Association causes to be recorded a notice of delinquent assessment. If Notice of Delinquent Assessment is recorded against the lot assessed said Notice shall not be enforceable by the non-judicial foreclosure mechanism provided in California Civil Code Section 1367.

12. Individual members of the Association shall not undertake repairs or improvements of the road without first filing with the Association, at least three weeks prior to beginning work, a complete set of engineered drawings for such work. Any individual, who, personally or through their subcontractors, causes damage to the road or litters or defaces the road, shall become liable to the Association for the cost of repair or other work necessary to restore the road to its prior condition.

13. If any provision contained herein shall be adjudicated invalid by judgment or court order for any reason, such invalidation shall in no way affect any of the other provisions which shall remain in full force and effect.

14. Failure to enforce any provision herein shall in no way be deemed a waiver of the right to assert right thereafter.

15. This Declaration shall remain in full force and effect for a period of 30 years from the recordation date hereof, after which time it shall be automatically extended for successive periods of 10 years, unless, after the expiration of the initial 30 year period, the then record owners of not less than a majority of the lots subject to this Declaration have executed and recorded an instrument terminating or amending this Declaration in whole or in part or until termination pursuant to the terms set forth in No. 9 above. In no event shall this Declaration be terminated or amended within the initial 30 year term unless, at the same time, a new method of maintaining the roadway is adopted and approved by the County.