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When Recorded Please Return To:

THOMAS E. MALLEY, ESQ.
1200 Paseo Camarillo
Suite 280
Camarillo, California 93010

93-015769
Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:02am 27-Jan-93

Rec Fee	62.00
ADD	2.00
Check	64.00

CC 20

WEST HIGHLAND DRIVE
PRIVATE ROAD MAINTENANCE AGREEMENT

PRIVATE ROAD MAINTENANCE AGREEMENT

This Agreement is made by and between the participating co-owners and/or users listed on Exhibit 'A', attached hereto and made a part hereof, of a private right-of-way commonly known and referred to as West Highland Drive, in Ventura-County, California, to share the costs and expenses of maintaining that private roadway in good repair suitable for vehicular traffic in all weather conditions. Legal description attached hereto as Exhibit 'B' and incorporated here:

1. Recitals

To avoid future conflicts and problems, the parties hereto for themselves and any successors in ownership of any interest in the subject properties, intend to set forth in full herein their mutual obligations and responsibilities for the present and future maintenance, repair, upkeep, improvement, and use of the roadway, as well as the allocation between all owners of any and all costs and expenses incurred in performance of the obligations and responsibilities as set forth below. This Agreement will encompass only that portion of West Highland Drive which extends beyond the portion now dedicated to and maintained by the County of Ventura. See Exhibit 'B' attached hereto and incorporated herein by this reference for complete legal description.

2. Maintenance and Repair of Roadway

The parties agree they will share in the cost of the maintenance, repair and upkeep of the roadway as herein provided (the "Work"), including any clearing of weeds and other vegetation and all reshaping and patching required on or to the roadway including resurfacing the existing portions of the road, as is needed, with an asphalt/concrete material suitable for such purposes and further including resurfacing the roadway with oil slurry-sealer, sand, or gravel, or any combination thereof as may be needed from time to time to maintain the surface in good condition.

In addition, the parties agree to make or maintain improvements as may be required from time to time, for the purpose of controlling rainwater, preventing erosion of the roadway and/or neighboring parcels of land, and to prevent miscellaneous debris from coming onto the roadway.

It shall be the aim of the parties hereto to institute a continuing program of maintenance to achieve the goals set forth above.

3. Sharing of Costs and Expenses

Any and all costs and expenses incurred with respect to the roadway shall be divided equally among the parcel owners described in Exhibit 'A', who

use the private road (hereafter the "Roadway") for ingress or egress. The owner of each parcel shall bear the fraction of future costs calculated by making the denominator of the fraction the total of all parcels, and having the numerator 1; provided, however, that in the event there is more than one residence on a parcel in single ownership that is regularly occupied by another family, then such separate family should be counted as an additional parcel owner for the purpose of allocation of costs and expenses hereunder among persons using the roadway for access.

4. Election and Duties of Roadmaster

The parties shall each year nominate one owner (hereafter called the "Roadmaster") to determine the need for work to be done during the year with respect to the roadway, to arrange for its performance, with the consent of two-thirds ($2/3$) of the owners.

Each owner shall reimburse the Roadmaster for his or her prorata share, computed in accordance with Paragraph 3 hereof, of all amounts reasonably expended or incurred in undertaking and carrying out work on the roadway. Before beginning any project or incurring any costs, the Roadmaster shall obtain the advance approval of two-thirds ($2/3$) of the parcels. Each parcel shall be entitled to two (2) votes. Thereafter the Roadmaster

shall provide each parcel owner with a statement setting forth the costs and expenses incurred hereunder for the work. Each owner will make reimbursement for his share of such costs within ten (10) days after receipt of such statement. If requested by Roadmaster, each owner shall pay Roadmaster in advance for work on the roadway to be performed pursuant hereto. In the event that there are any costs and expenses incurred hereunder which are specifically attributable to the negligence of any owner (including his licensees, invitees or guests) and the current Roadmaster so certifies, then in such event all such costs shall be borne in full by such owner.

A majority of the owners shall annually in advance, select a Roadmaster to act for each year.

Any party to this Agreement may request additional improvements and/or maintenance of the roadway however, it is agreed and understood that no improvements or additions to the roadway or the surrounding area shall be made for the purpose of aesthetics, such as a gate or wishing pond, etc. Requests for additional maintenance may be made as follows:

- a. It is agreed that before additional monies are expended to further repair improve or maintain said roadway beyond that which is provided for in Paragraph 2 above, that notice

shall be sent by United States mail to the parties of this Agreement as designated in Exhibit 'A'. Said notice shall contain the specific work to be performed and the cost of same.

- b. Upon obtaining the written consent of seventy-five percent (75%) of the undersigned parties, the additional repairs, improvements, and/or maintenance shall be considered to be authorized and approved by all parties to this Agreement.

It is understood and agreed that any and all work shall be performed by a reputable contractor engaged in the business of repairing and maintaining roadways, and/or by owners and users of the roadway.

5. Insurance

The parties hereto understand and agree that this Agreement does not constitute or encompass personal liability or property damage insurance for injury or damage to persons or property occurring on the roadway. No party hereto shall be obligated by reason of this Agreement to provide insurance, of any type or nature, which inures to the benefit of any other party hereto,

and no party hereto, or his successors in interest, shall be liable hereunder to any person whatsoever for any matter or thing except to pay for his share of proper costs and expenses incurred or to be incurred by the Roadmaster pursuant to the terms and provisions hereof.

6. Successors and Assigns

In the event of the transfer, conveyance, or other disposition of all or any part of their property by the respective parties hereto whereby a benefit is derived by a successor or assign of such party hereto from all or any part of the roadway, then such successor or assign shall become subject to this Agreement and obligated for the maintenance, repair and upkeep of the roadway, as herein provided for, and shall share in the costs and expenses incurred therefor in accordance with the formula set forth in Paragraphs 3 and 4 above.

7. Default

If an owner shall fail to make a payment, as provided for herein, then upon written notice to said defaulting party, specifying wherein default has occurred, the defaulting party shall immediately pay all monies then due. Upon failure to do so, the Roadmaster, on behalf of the remaining owners, shall have a lien upon such owner's land and the right to collect any and all

amounts due him under this Agreement and any damage or loss suffered by reason of said default, as well as interest on said sums at the rate of ten percent (10%) per annum, and all reasonable costs for collections, including attorney fees and court costs.

The remedies set forth herein shall be in addition to any other remedy to which the parties not in default-hereunder may be entitled to for breach of this Agreement.

8. Continuing Obligation

The duties and obligations of the parties hereto and their respective successors and assigns shall be continuing obligations and responsibilities.

The foregoing provisions of this Agreement shall be deemed to be covenants running with the land pursuant to applicable law and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns. It is expressly agreed by each party hereto, as covenantor, that each covenant to do or refrain from doing some act with respect to the roadway described herein or any portion thereof:

(a) is for the benefit of the real property of each of the other parties hereto as the covenantees;

(b) runs with both the real property owned or leased by the covenantor and that owned or leased

by the covenantes, and

(c) shall benefit, in the case of covenantees and the binding upon, in the case of covenantor, all successive owners, lessors and lessees of the real property affected hereby and all persons or entities having any interest therein derived from or through any owner, lessor, or lessee of the real property affected hereby.

9. Term

This Agreement shall terminate twenty (20) years after the death of the last individual party hereto.

10. Notices

All communications, notices and demands of any kind which either party may require or desire to give or serve upon the other party shall be made in writing and sent by telegram or regular mail, postage prepaid, or delivered personally to those persons delineated on Exhibit 'A' whose address number on West Highland Drive precedes their name at that address.

Any such notice sent by mail shall be presumed to have been received by the addressee three (3) business days after posting in the United States mail. Any party may change address by giving the other parties notice of his new address as herein provided.

11. Cooperation

Each party to this Agreement, his respective successors and assigns, shall fully cooperate with the other parties hereto and undertake all reasonable action as may be necessary in order to carry out the intent and purposes of this Agreement.

Dated: JUNE 26, 1991.

Glenn J. Sell
Glenn Sell

Jaga Poprawski
Jaga Poprawski

Jurek Poprawski
Jurek Poprawski

George Reinhart
George Reinhart

Ilene Reinhart
Ilene Reinhart

Thomas Chen
Thomas Chen

Jerry Springbrum
Jerry Springbrum

Nancy Springbrum
Nancy Springbrum

Ted Reaves
Ted Reaves

JoAnn Reaves
JoAnn Reaves

William S. Starr
William Starr

Lita Starr
Lita Starr

George Knapp
George Knapp

Sharon Knapp
Sharon Knapp

(Signatures continued)

James Curley
Jim Curley

Marge Curley
Marge Curley

Chuck Branham
Chuck Branham

Janet Branham
Janet Branham

Patrick Sweet

Lynn Sweet

~~Rod Franz~~ 9/1/203
Rod Franz

Pam Franz
Pam Franz

Joe Hadden

Lee Hadden
Lee Hadden

Elliot Brener
Elliot Brener

Barbara Brener
Barbara Brener

Gary Bradrick
Gary Bradrick

Colleen Bradrick
Colleen Bradrick

Jim Curley

Marge Curley

Chuck Branham

Janet Branham

Patrick Sweet

Patrick Sweet

Lynn Sweet

Lynn Sweet

Rod Franz

Pam Franz

Joe Hadden

Lee Hadden

Elliot Brener

Barbara Brener

Gary Bradrick

State of California

ss.

County of Ventura

On this twenty-sixth day of June, in the year 1991, before me John R. Davis, Notary Public, personally appeared Joe Hadden, Lee Hadden, Marge Curley, Jim Curley, Ilene Reinhart, George Reinhart, JoAnn Reaves, Ted Reaves, Elliot Brener, Barbara Brener, Glenn Sell, Colleen Bradrick, Gary Bradrick, Thomas Chen, and Pam Franz, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this Private Road Maintenance Agreement dated June 26, 1991, and acknowledged that they executed it.

John R. Davis



ALL-PURPOSE ACKNOWLEDGMENT

NO 209

State of California
County of Ventura

On Dec. 3, 1991 before me, John R. Davis Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Rod Franz
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

John R. Davis

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL(S)
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

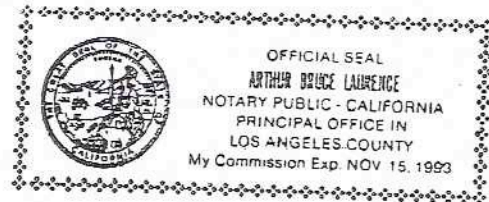
THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Private Road Maintenance Agreement
Number of Pages Sixteen Date of Document June 26, 1991
Signer(s) Other Than Named Above Various (twenty-nine)

SS. (STATE OF CALIFORNIA
(
(COUNTY OF LOS ANGELES

On JUN 21 1991 before me, a Notary Public,
personally appeared George Knapp and Sharon Knapp,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons whose names are subscribed
to this instrument, and acknowledged that they executed it.

Arthur Bruce Lawrence NOTARY SEAL
NOTARY PUBLIC

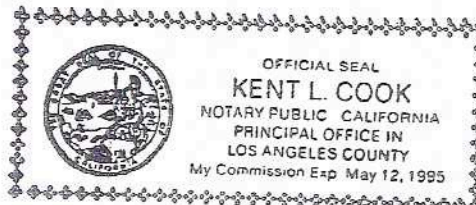


SS. (STATE OF CALIFORNIA
(
(COUNTY OF LOS ANGELES

On June 26, 1991, before me, a Notary Public, personally
appeared Jaga Poprawski and Jurek Poprawski, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
persons whose names are subscribed to this instrument, and
acknowledged that they executed it.

Kent L. Cook
NOTARY PUBLIC

NOTARY SEAL

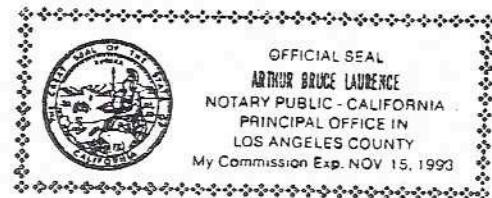


SS. (STATE OF CALIFORNIA
(
(COUNTY OF LOS ANGELES

On June 20, 1991, before me, a Notary Public, personally appeared Jerry Springbrum and Nancy Springbrum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

Arthur Bruce Laurence
NOTARY PUBLIC

NOTARY SEAL



(Individual)

STATE OF CALIFORNIA

COUNTY OF VENTURA } SS.

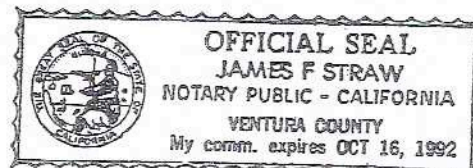
On JULY 29, 1991 before me, JAMES F. STRAW a Notary Public in and for said State,
personally appeared WILLIAM E STARR AND
LITA C. STARR

_____, (known to me)
(or proved to me on the basis of satisfactory evidence) to be the person^s whose names ARE subscribed to the
within instrument and acknowledged that THEY
executed the same.

WITNESS my hand and official seal.

Signature

James F. Straw



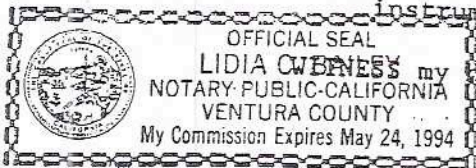
ACKNOWLEDGEMENT FOR INDIVIDUAL

State of California)
County of Ventura) ss.

On this the 26th day of November, 1991, before me,
LIDIA C. BAILEY, the undersigned Notary Public,
personally appeared chuck BRANHAM,

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the per-
son(s) whose name(s) IS subscribed to the within
instrument, and acknowledged that He executed it.



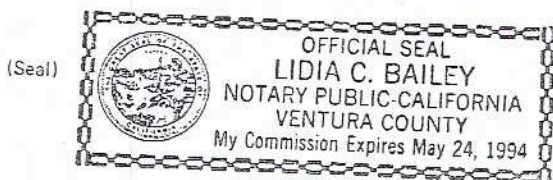
and official seal,

Lidia C. Bailey
Notary's Signature

STATE OF CALIFORNIA
COUNTY OF Ventura) ss.

On November 25, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared
JANET L. BRANHAM
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) IS
subscribed to the within Instrument and acknowledged that She executed the same.

WITNESS my hand and official seal.



Lidia C. Bailey
(Notary Public's Signature)

GENERAL ACKNOWLEDGMENT

NO. 201

State of California
County of Ventura } SS.

On this the 30 day of July, 1991, before me,
Cheryl R. Walters

the undersigned Notary Public, personally appeared

Patrick Sweet



☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Cheryl R. Walters
Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

7120 019

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

GENERAL ACKNOWLEDGMENT

NO. 201

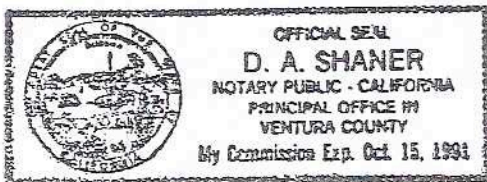
State of California
County of Ventura } SS.

On this the 24th day of June, 1991, before me,

D. A. Shaner

the undersigned Notary Public, personally appeared

Lynn Sweet



☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) she subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

D. A. Shaner
Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Private Road Maintenance Agreement
Number of Pages 10 Date of Document 6/24/91 - signed
Signer(s) Other Than Named Above Patrick C Sweet

7120 019

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

H O M E O W N E R S

WEST HIGHLAND DRIVE

(A Private Road)

263	GLENN SELL	388-1928	(Lot for Sale)
833	JAGA & JUREK POPRAWSKI	387-7162	
845	GEORGE & ILENE REINHART	482-3508	
865	THOMAS & MARGARET CHEN	482-3757	
880	JERRY & NANCY SPRINGBRUM	482-2021	
888	TED & JOANN REAVES	987-4549	
891	WILLIAM & LITA STARR	984-4424	
893	GEORGE & SHARON KNAPP	484-4693	
894	JIM & MARGE CURLEY	482-5806	
895	CHUCK & JANET BRANHAM	987-5880	
931	PATRICK & LYNN SWEET	987-7642	
953	ROD & PAM FRANZ	482-3338	
961	JOE & LEE HADDEN	482-2924	
969	ELLIOT & BARBARA BRENER	482-7480	
991	GARY BRADRICK	388-3199	

EXHIBIT 'B'

A NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF ROADS, UTILITIES AND DRAINAGE FACILITIES OVER THOSE PORTIONS OF LOTS 213 THROUGH 219, INCLUSIVE, AND LOTS 221 AND 222, CAMARILLO HEIGHTS, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND, 20 FEET WIDE, LYING EQUAL ON EACH SIDE OF THE FOLLOWING DESCRIBED 1ST THROUGH 6TH COURSES AND A STRIP OR PARCEL OF LAND AS DESCRIBED IN THE FOLLOWING 7TH THROUGH 12TH COURSES:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 221, DISTANT THEREON NORTH $28^{\circ} 02' 02''$ WEST, 13 FEET FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "N $28^{\circ} 02' 02''$ W, 64.48'" ON THE MAP FILED IN BOOK 34 PAGE 2 OF RECORDS OF SURVEY; THENCE,

- 1ST: - EAST 163 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 105 FEET; THENCE ALONG SAID CURVE,
- 2ND: - NORTHEASTERLY THROUGH AN ANGLE OF $60^{\circ} 07'$ AN ARC DISTANCE OF 110.17 FEET; THENCE TANGENT TO SAID CURVE,
- 3RD: - NORTH $29^{\circ} 53'$ EAST, 119 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35 FEET; THENCE ALONG SAID CURVE,
- 4TH: - NORTHEASTERLY AND NORTHWESTERLY THROUGH AN ANGLE OF $84^{\circ} 53'$ AN ARC DISTANCE OF 51.85 FEET; THENCE TANGENT TO SAID CURVE,
- 5TH: - NORTH $55^{\circ} 00'$ WEST, 65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35 FEET; THENCE ALONG SAID CURVE,
- 6TH: - NORTHWESTERLY AND NORTHEASTERLY THROUGH AN ANGLE OF $56^{\circ} 24' 45''$ AN ARC DISTANCE OF 34.46 FEET; THENCE ALONG THE NORTHWESTERLY PROLONGATION OF A RADIAL LINE TO SAID CURVE,
- 7TH: - NORTH $88^{\circ} 35' 15''$ WEST 10 FEET; THENCE AT RIGHT ANGLES,
- 8TH: - NORTH $01^{\circ} 24' 45''$ EAST, 147 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY HAVING A RADIUS OF 25 FEET; THENCE ALONG SAID CURVE,
- 9TH: - NORTHEASTERLY, EASTERLY, SOUTHEASTERLY AND SOUTHWESTERLY THROUGH AN ANGLE OF $245^{\circ} 38' 20''$ AN ARC DISTANCE OF 107.18 FEET TO A POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25 FEET; THENCE ALONG SAID REVERSE CURVE,

10TH: - SOUTHWESTERLY THROUGH AN ANGLE OF $66^{\circ} 25' 20''$ AN ARC
DISTANCE OF 28.98 FEET; THENCE TANGENT TO SAID CURVE,

11TH: - SOUTH $01^{\circ} 24' 45''$ WEST 115.08 FEET; THENCE,

12TH: - NORTH $88^{\circ} 35' 15''$ WEST 10 FEET TO THE NORTHEASTERLY
TERMINUS OF THE HEREINBEFORE DESCRIBED 6TH COURSE.