

"DEER CREEK LANDOWNERS ASSOCIATION"
RIGHT-OF-WAY AND JOINT MAINTENANCE AGREEMENT

The undersigned landowners collectively own in fee simple all that real property set forth in Exhibit A, attached hereto, as heirs, successors and/or assigns of certain persons who signed a "Right-of-Way and Joint Maintenance Agreement" recorded in Official Records of Santa Cruz County, book 1515, pages 119, 120, and 121 (hereinafter referred to as "the Prior Agreement"). It is the intention of the undersigned to amend the Prior Agreement by this Agreement, for our mutual benefit and enjoyment. We hereby bind ourselves, our heirs and our assigns as follows:

1. Paragraph 5.1 of the Prior Agreement is hereby amended to read:

1. A manager of the road system will be selected each year at the annual meeting. The manager will have the authority to assess all property owners an amount not to exceed \$5.00 per acre per year of their property subject to this Agreement (except that where said property owner owns between 15-30 acres the assessment will be 80% of the amount which would be assessed for the acreage owned beyond 15 acres through 30 acres, where said property owner owns 30-60 acres the assessment will be 70% of the amount which would be assessed for the acreage owned beyond 30 acres through 60 acres, and where said property owner owns more than 60 acres the assessment will be 60% of the amount which would be assessed for the acreage owned beyond 60 acres subject to this agreement for the construction and maintenance of the roads herein described and later added to the coverage of this Agreement in accordance with paragraph 9 of the Prior Agreement and Bylaws adopted under paragraph 11 of this Agreement and for the construction and maintenance of gates, fences and other security and control devices as adopted by the Landowners Association established by paragraph 11 of this Agreement. The maximum assessment may be changed by a vote of 75% of the members of the association, as defined in the Bylaws, which vote shall be recorded in writing and signed by said members for recordation in the Official Records of Santa Cruz County.

Handwritten signature
16 Oct
1973

RECORDED AT REQUEST OF
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BOOK 2285 PAGE 309
006604

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"Deer Creek Landowners Association" - Right-of-Way and Joint Maintenance Agreement

- 2. Paragraph 5.6 is hereby added:
- 6. The annual assessment, if not paid, shall be deemed a personal obligation of the landowner in default and the association established in paragraph 11 of this Agreement is hereby empowered to collect said assessment as provided by law.

3. Paragraph 10 is hereby adopted:

"Paragraph 10 - Amending the Agreement - Except as otherwise provided herein, the Agreement may be amended, changed, added to, cancelled, replaced or modified within its scope and intent by a vote of 75% or more of the landowners (each owner having one vote) subject to the terms of this Agreement and its amendments at the time of such proposed amendment. Any amendment shall be in written form so that it may be recorded. All members hereby agree and hereby bind their heirs, assigns and successors to abide by such amendments and to execute whatever documents are necessary to effectuate said amendments.

4. Paragraph 11 is hereby adopted:

"Paragraph 11 - BYLAWS OF DEER CREEK LANDOWNERS ASSOCIATION:

In order to better accomplish the purposes of this Agreement, the undersigned hereby establish the Deer Creek Landowners Association, to be composed of the owners of the property covered by this Agreement and the owners of any additional property admitted to the provisions of the Agreement. Said Association shall be governed by Bylaws adopted at a meeting convened for that purpose by the road manager during the year 1972.

Burt Y. Hansen 1-27-73
DATED THIS DAY OF 1972.

Ed Stoffler 7/15/72

Eugene Smatelli 7-8-72

Officer as Witness 7-29-72 Date

H-15-72. James Conpage 7-22-72 7-8-72

Elmer R. Alderman (Mrs J.H.)
James H. Alderman

Margaret C. Hansen 9-9-72

Scott A. Kirkende 7-9-72

Michael Anbar 7-21-72
Michael Anbar

Herin C. Pein 7-8-72

Paul H. Lewis 7-8-72