

RECORDING REQUESTED BY AND
RETURN TO:
County of Humboldt
Department of Public Works
1106 2nd St
Eureka, CA 95501

DECLARATION OF ROAD AND DRAINAGE MAINTENANCE ASSOCIATION FOR BEAU PRE HEIGHTS SUBDIVISION

THIS DECLARATION is made by the undersigned (hereinafter collectively referred to as "Declarant") as record owner(s) of real property in the County of Humboldt, State of California, which is more particularly described in Exhibit "A-1" (Legal Descriptions) incorporated by this reference and made a part hereof, for the purpose of establishing a Property Owners Association that will maintain and upgrade the non-county-maintained roads and maintenance the drainage facilities in the subdivision known as Beau Pre Heights. Declarant shall bear sole responsibility for repair or replacement of sidewalk that fronts declarant's parcel and that responsibility is not incorporated into this agreement. In such regard, Declarant hereby declares that all the Properties shall be held, sold, and conveyed, subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

- (1) The term "Association", as used herein, shall mean and refer to the Beau Pre Heights Association, a non-profit association, and its successors and assigns.
- (2) The term "Owner", as used herein, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Properties, or a buyer under a contract of sale, but excluding those having such interest merely as security for the performance of an obligation.
- (3) The term the "Properties", as used herein, shall mean and refer to the real property described in Exhibit "A-1" (Legal Descriptions) and shown on Exhibit "A-2" (plats) and such annexations thereto as may hereafter be brought within the jurisdiction of the Association.
- (4) The term "Covenants", as used herein, shall refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, and charges imposed by or expressed in this Declaration.

(5) The term "Common Road Easement", as used herein, shall mean the easement and right of way particularly described in Exhibit "B-1"(legal descriptions) and shown in Exhibit "B-2" (plats), both incorporated by this reference and made a part hereof.

ARTICLE II

MANAGEMENT

(1) All powers relating to management, operation, and maintenance of the Common Road Easement, as well as certain rights and duties, shall be vested in the Association. The Association may, from time to time, adopt rules and regulations concerning the Properties in conformance with the general purposes for the establishment of these Covenants.

(2) Every person who acquires title, legal or equitable, to any of the Properties shall become a member of the Association; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such property merely as security for the performance of an obligation. Each person who becomes a member of the Association shall pay an initial transfer and initiation fee of \$100.00 for each separate parcel of the Properties acquired by that person. Owners shall be entitled to vote for each lot and/or parcel of the Properties in which they hold an interest, so long as such Owner is not then delinquent in the payment of any dues or other assessment of the Association. When more than one person holds such interest in any lot, all such persons shall be members of the Association. The vote for such lot or parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot or parcel of the Properties.

(3) The Association may employ or engage a manager and other employees or agents and contract for such services, labor, and materials as it may deem reasonably necessary to operate and maintain the Common Road Easement and other areas which the Association may acquire and to discharge its other duties as herein provided.

(4) The Association shall be responsible for the maintenance, repair, and upkeep of the Common Road Easement located within the Properties. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such Common Road Easement. The Association may maintain adequate liability insurance on the Common Road Easement as necessary to protect the interest of the Owners.

(5) The Declarant and such subsequent Owner of any parcel of the Properties by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract therefore, whether or not covenant and agree to pay to the Association such annual assessments or charges (hereinafter called the maintenance and upgrade fund payments) and such special assessments for capital improvements, such assessments to be established and collected as provided herein, except that all assessments shall be prorated among the Owners in the same manner that votes are allocated per Article II(2). As an initial maintenance and upgrade fund payment, each Owner covenants and agrees

to pay \$415.85 per year, per lot or parcel, of the Properties owned. Payments shall be due on the 1st day of March of each year.

Each year the annual assessment shall be adjusted by an inflation factor compounded based on Consumer Price Index prepared by the United States Department of Labor, Bureau of Labor Statistics using the weighted average of Consumer Price Indexes (All Urban Consumers for the State of California).

ARTICLE III

GENERAL PROVISIONS

Enforcement. Any Owner or Owners shall have the right to enforce this agreement by any proceeding at law or in equity. The prevailing party shall be entitled to reasonable attorney's fees. Failure to enforce any condition, covenant, or restriction contained in this agreement shall not be deemed a waiver of the right to do so thereafter.

ARTICLE IV

AMENDMENTS

The provisions of this Declaration may be amended from time to time upon a majority vote of the Owners entitled to vote.

ARTICLE V

ACTIVITIES OF ASSOCIATION

(1) The Association shall be formed and shall exist only for the convenience of the Owners to assist with the maintenance and to carry out the general purposes of the Owners. The Association shall not engage in any business or profit-making activities but shall exist only as an arrangement for the protection of the property interests of the members.

(2) The sole income of the Association shall be derived from assessments received from individual members.

(3) The Association may do any and all other acts and things that a non-profit Association is empowered to do, which may be necessary, convenient, or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth. Nothing herein contained shall be construed to give the Association authority to conduct a business for profit on behalf of all of the Owners or any of them, or at all.

(4) The Association shall be governed by a three (3) person Board of Directors to be selected annually on or before the 1st day of March from among the Owners. Any vacancy among the Board of Directors may be filled by appointment by the Board of Directors. The Directors shall be elected and may be removed by a majority of the votes cast by the Owners. Each Director shall be elected for a term of one (1) year but shall

continue to serve until his successor is selected. The Board of Directors shall have the power to manage the affairs of the Association and make any assessment, or increase or decrease any dues or maintenance payment after the initial year, provided that there shall be no increase of more than twenty percent (20%) in any one (1) year without the approval of majority of the Owners.

(5) The Directors shall meet at least semi-annually at such places and times as the Board elects. A quorum at any such meeting shall require a majority of the Directors. On all matters requiring a vote by the Directors, a majority vote of the Directors present at the meeting shall control. Written notice of all meetings of the Directors shall be given each Director at least five (5) days in advance, provided, however, any Director may waive the necessity of notice.

(6) All matters requiring an Association vote shall be determined by a majority vote of those present or represented by proxy. Such vote may either be in writing or by a majority of those present at any meeting of the Association, called by the Board of Directors or any Owner, providing at least fifteen (15) days prior written notice has been given to all Owners who have registered their addresses with the Association. A majority of the Owners must be present or represented by proxy to constitute a quorum.

ARTICLE VI **TERMINABILITY**

(1) It is contemplated by the Association that the road will be periodically improved and upgraded until constructed to the standards necessary to permit the road to be admitted into the Humboldt County Maintained Road System.

(2) This Association cannot dissolve without the approval of the Humboldt County Planning Commission

ARTICLE VII **SEVERABILITY**

Should any of the covenants contained in this Declaration be void or become unenforceable in law or in equity, the remaining portions of this Declaration shall nevertheless be and remain in full force and effect.

ARTICLE VIII **ANNEXATION**

Additional land or common area may be annexed to the Properties with the consent of a majority of Owners entitled to vote.

IN WITNESS WHEREOF, this instrument is executed this 11th day of June 2026.

_____.

Beau Pre Heights Subdivision

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Humboldt County PW Reference No. 165667

Humboldt County P&B Reference No. PLN-4699-FMS

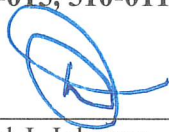
APN 510-011-015 et al

Exhibit "A"
Legal Description

Lots 1 through 79 of Tract No. _____, filed in Book _____ of Maps, pages
_____ to _____, inclusive, in the Office of the County Recorder, Humboldt County,
State of California.

NOTE: ALL OWNERS SIGNATURES MUST BE NOTARIZED

APN: 510-011-015, 510-011-017, 511-161-004, 511-111-059



Daniel J. Johnson,
authorized member

6/12/26

Date

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Humboldt)

On June 12th 2026 before me, Molly Bartlett, Notary public, personally appeared
(insert name and title of the officer)

Daniel J Johnson, who
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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

