

RECORDED AT REQUEST OF  
AND WHEN RECORDED, RETURN TO:

Erik V. Lundquist, Associate Planner  
City of Calistoga  
1232 Washington St.  
Calistoga, CA 94515

DECLARATION OF RESTRICTIONS  
AND GRANT OF RECIPROCAL EASEMENTS &  
SHARED MAINTENANCE AGREEMENT

1. PARTIES

This Declaration of Restrictions and Grant of Reciprocal Easements (Declaration) is made by Vincent Arroyo, Trustee of the Arroyo Family Trust (Declarant).

2. FACTS

2.1 Declarant. Declarant is the common owner of adjacent parcels of real property (the "Parcels") situated in the City of Calistoga, County of Napa, State of California, more particularly described on Exhibit A (Parcel 1) and Exhibit B (Parcel 2) attached hereto and incorporated herein by this reference (collectively referred to as the Property).

2.2 Purpose. It is Declarant's intention and purpose to impose restrictions upon the Property for the mutual benefit of the Parcels. Declarant intends that such restrictions shall immediately and automatically become non-exclusive reciprocal easements when said

Parcels are owned by different parties.

3. DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

Declarant hereby declares that the Parcels shall be subject to the following restrictions, which shall immediately and automatically become non-exclusive reciprocal easements when the Parcels are owned by different parties:

- (i) The right to use all roadway areas designated on the plat map in Exhibit C, attached hereto and incorporated herein by this reference, for the purpose of ingress and egress of pedestrian and vehicular traffic of all types and kinds for purposes related to the use of the Parcels or other uses which shall not unreasonably interfere with or be inconsistent with uses being made of the Parcels.

4. BINDING EFFECT

The restrictions and easements created by this Declaration shall run with the property and shall be binding and inure to the benefit of all parties having or acquiring any right, title or interest in the property or any part thereof.

5. SHARED MAINTENANCE

Any maintenance obligations to keep the roadway area in repair shall be shared equally by the owners of the Parcels located within the boundaries of the easements granted and imposed herein.

6. ATTORNEY'S FEES

In the event it becomes necessary for a party to this Declaration to engage legal counsel to enforce or to interpret the terms hereof or to collect damages as a result of a breach hereof, the prevailing party shall be entitled to recover from the non-prevailing party or parties reasonable attorneys' fees and costs.

DATED: \_\_\_\_\_

\_\_\_\_\_  
VINCENT ARROYO, Trustee  
Arroyo Family Trust

[Attach Notarial Certificate.]