



Bear Valley Springs Association

Environmental Control Committee Merge, Demerge Lot or Lot Line Adjustment

Date: _____	Submittal # _____
Tract: _____	Lot: _____
Site Address: _____	
Nearest cross street: _____	
Lot: Size: _____	

Property Owner: _____	Phone No: _____
Signature: _____	
Complete Mailing Address: _____	
Proposed Schedule – Start Date: _____	Finish Date: _____
Surveyor Name: _____	Phone No: _____
Address: _____	

Member must first apply to Kern County Planning Department for a Merger, Unmerger or lot line adjustment. Member must also provide the following:

- A copy of the Kern County application for one of the following (initial applicable item):**
 - _____ Merger
 - _____ Unmerger
 - _____ Lot Line Adjustment
- A signed and notarized copy of the BVSA Agreement for:**
 - Merger agreement
 - Unmerger agreement
 - Lot line adjustment agreement
(applicable agreement form provided by the BVSA)
- Copy of final Kern County Notice of Status including recorded Certificate of Compliance, Grant Deeds and recorded document of either:**
 - Merger agreement
 - Unmerger agreement
 - Lot line adjustment agreement

Note: On completion of transactions, please ensure you exchange your old amenity cards to reflect the change in tract and lot number.

Environmental Control Committee Use Only		
Approved: _____	Disapproved: _____	Date: _____
Condition of Approval _____ _____		
Reason(s) for Disapproval: _____ _____		
Committee Signatures: _____ _____		

**Bear Valley Springs Association
BOARD OF DIRECTORS**

**ADOPTION OF LOT MERGER POLICY
AND
APPROVAL AND ADOPTION OF LOT MERGER AGREEMENT**

Resolution No. 9.02/03

WHEREAS, Dart Industries, Inc., as Developer of the Bear Valley Springs common interest development, and as Declarant, executed and recorded a Declaration of Covenants and Restrictions for the development on October 13, 1970, in Book 4446, Pages 449 through 489, as amended by Declaration of Amendment to Covenants and Restrictions recorded on November 6, 1970, in Book 4455, Pages 688 through 689, as supplemented by supplemental Declarations of Covenants and Restrictions with respect to each tract and parcel in the development, and as amended and supplemented by that certain Notice of Encumbrance recorded on April 26, 1977 in Book 5023, Pages 158 through 160, all in the official Records of Kern County, California, collectively referred to hereinafter as the "Declaration of C&Rs"; and

WHEREAS, the Developer recorded or caused to be recorded the Subdivision Maps for each Tract and Parcel in the development establishing the lots, parcels and tracts described and denominated therein, hereinafter collectively referred to as the "Subdivision Maps"; and

WHEREAS, the Association has the jurisdiction to levy and collect assessments pursuant to the Declaration of C&Rs, the Notice of Encumbrance and Section 1366 of the Civil Code against each and every Residential Lot and Condominium (as defined in the Declaration of C&Rs) shown and described on the Subdivision Maps; and

WHEREAS, Paragraph 10 of the Declaration of C&Rs established an Environmental Control Committee (the "ECC") which has the exclusive power to adopt, amend and repeal rules and regulations known as "Environmental Control Committee Rules (the "ECC Rules") which interpret or implement the provisions of the Declaration of C&Rs as they relate to matters within the jurisdiction of the ECC; and

WHEREAS, some owners and members of the Association have requested approval of proposed plans to merge and consolidate two or more lots into a lesser number of lots, whether by lot merger, lot line adjustment, parcel mapping or otherwise; and

WHEREAS, the Association desires to clarify and explicitly enumerate the requirements for the merger of two or more lots into a lesser number of lots, including, but not limited to, the continued obligation of the owner to continue to pay all assessments levied by the Association pursuant to the terms of the Declaration of C&Rs and Section 1366 of the Civil Code, or any successor statute, notwithstanding the merger and consolidation of two or more of the owner's lots, to ensure that the Association does not lose units of assessment in derogation of the Declaration of C&Rs and Notice of Encumbrance; and

WHEREAS, the Association desires to discontinue the practice of not collecting assessments with respect to merged or otherwise combined Lots.

NOW, THEREFORE, BE IT RESOLVED, that from and after July 1, 2003, each and every owner who accomplishes the merger of two or more lots into a lesser number of lots after securing all local government approvals and the approval of the ECC, therefore, shall, notwithstanding said merger and consolidation, continue to be obligated to pay all assessments levied by the Association pursuant to the terms of the Declaration of C&Rs, the Notice of Encumbrance and Section 1366 of the Civil Code, or any successor statute, with respect to all of the owner's lots as shown on the Subdivision Maps. For purposes of example only, if an owner owns three lots as shown on the Subdivision Maps and the owner merges or otherwise consolidates the three lots into one lot, the owner shall nevertheless remain obligated to and shall pay assessments levied against and attributable to the three lots.

BE IT FURTHER RESOLVED, that before the ECC approves any proposed merger or consolidation of lots, the Association and the owner shall be required to execute a Lot Merger Agreement in substantially the same form as the Lot Merger Agreement attached to this Resolution as Exhibit "A".

CERTIFICATE OF SECRETARY

I certify that I am the duly qualified and acting Secretary of Bear Valley Springs Association, a California nonprofit mutual benefit corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the Association at a meeting held on **April 19, 2003**, and entered in the minutes of such meeting in the minutes of the proceedings of the Board of Directors. The Resolution is in conformity with the Articles of Incorporation and Bylaws of the Association and has never been modified or repealed and is, as of now, in full force and effect.

Dated: April 19, 2003

BEAR VALLEY SPRINGS ASSOCIATION
a California nonprofit mutual benefit corporation

By: _____



Jeanne D. Gray, Secretary

(Corporate Seal)

**Bear Valley Springs Association
BOARD OF DIRECTORS**

**ADOPTION OF LOT UNMERGER POLICY
AND
APPROVAL AND ADOPTION OF
LOT UNMERGER AGREEMENT**

Resolution No. 3.03/04

WHEREAS, Dart Industries, Inc., as Developer of the Bear Valley Springs common interest development, and as Declarant, executed and recorded a Declaration of Covenants and Restrictions for the development on October 13, 1970, in Book 4446, Pages 449 through 489, as amended by Declaration of Amendment to Covenants and Restrictions recorded on November 6, 1970, in Book 4455, Pages 688 through 689, as supplemented by supplemental Declarations of Covenants and Restrictions with respect to each tract and parcel in the development, and as amended and supplemented by that certain Notice of Encumbrance recorded on April 26, 1977 in Book 5023, Pages 158 through 160, all in the official Records of Kern County, California, collectively referred to hereinafter as the "Declaration of C&Rs"; and

WHEREAS, the Developer recorded or caused to be recorded the Subdivision Maps for each Tract and Parcel in the development establishing the lots and parcels ("Original Lots") and tracts described and denominated therein, hereinafter collectively referred to as the "Subdivision Maps"; and

WHEREAS, the Association has the jurisdiction to levy and collect assessments pursuant to the Declaration of C&Rs, the Notice of Encumbrance and Section 1366 of the Civil Code against each and every Residential Lot and Condominium (as defined in the Declaration of C&Rs) shown and described on the Subdivision Maps; and

WHEREAS, Paragraph 10 of the Declaration of C&Rs established an Environmental Control Committee (the "ECC") which has the exclusive power to adopt, amend and repeal rules and regulations known as "Environmental Control Committee Rules (the "ECC Rules") which interpret or implement the provisions of the Declaration of C&Rs as they relate to matters within the jurisdiction of the ECC, and all Residential Lots and Condominiums are subject to the ECC Rules; and

WHEREAS, some owners and members of the Association have previously merged and consolidated two or more Original Lots into a lesser number of lots, whether by lot merger, lot line adjustment, parcel mapping or otherwise, and some of those owners may desire to unmerge those Original Lots previously merged in accordance with the California Subdivision Map Act and the Kern County Land Division Ordinance; and

WHEREAS, the Association desires to clarify and explicitly enumerate the requirements for the unmerger of Original Lots, including, but not limited to, the continued obligation of the owner to continue to pay all assessments levied by the Association pursuant to the terms of the Declaration of C&Rs and Section 1366 of the Civil Code, or any successor statute, to ensure that the Association does not lose units of assessment in derogation of the Declaration of C&Rs and Notice of Encumbrance; and

WHEREAS, the Association desires to discontinue the practice of not collecting assessments with respect to merged or otherwise combined lots.

NOW, THEREFORE, BE IT RESOLVED, that from and after **February 21, 2004**, each and every owner who accomplishes the unmerger of Original Lots after securing all local government approvals and the approval of the Association therefor, shall, notwithstanding said unmerger, continue to be obligated pay all assessments levied by the Association pursuant to the terms of the Declaration of C&Rs, the Notice of Encumbrance and Section 1366 of the Civil Code, or any successor statute, with respect to all of the owner's Original Lots as shown on the Subdivision Maps. For purposes of example only, if an owner previously merged three Original Lots as shown on the Subdivision Maps and the owner subsequently unmerges the three Original Lots, the owner shall remain obligated to and shall pay all assessments levied against and attributable to the three Original Lots. Effective upon the Kern County Planning Director's recordation of a Notice of Status identifying each lot or parcel and declaring them to be unmerged pursuant to Section 18.60.100 of Kern County Ordinances or any successor land division ordinance of Kern County, the Owner shall be obligated to and shall pay assessments levied against and attributable to the Original Lots, and all Association membership rights, including, but not necessarily limited to, voting rights, attributable to lot ownership through the Declaration of C&Rs, shall remain attached to and exercisable by the record title owner of each such unmerged Original Lot.

BE IT FURTHER RESOLVED, that before the Association approves any proposed lot unmerger, the Association and the owner shall be required to execute a Lot Unmerger Agreement in substantially the same form as the Lot Unmerger Agreement attached to this Resolution as Exhibit "A".

CERTIFICATE OF SECRETARY

I certify that I am the duly qualified and acting Secretary of Bear Valley Springs Association, a California nonprofit mutual benefit corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the Association at a meeting held on **February 21, 2004**, and entered in the minutes of such meeting in the minutes of the proceedings of the Board of Directors. The Resolution is in conformity with the Articles of Incorporation and Bylaws of the Association and has never been modified or repealed and is, as of now, in full force and effect.

Dated: February 21, 2004

BEAR VALLEY SPRINGS ASSOCIATION
a California nonprofit mutual benefit corporation

By: 
Ronald A. James, Secretary

(Corporate Seal)



PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

BEAR VALEY SPRINGS ASSOCIATION

AND WHEN RECORDED MAIL TO:

**Bear Valley Springs Assoc.
Environmental Control Committee
29541 Rolling Oak Drive
Tehachapi, CA 93561**

THIS SPACE FOR RECORDER'S USE ONLY

LOT MERGER AGREEMENT

Re: Lots ___ and ___ of Tract No. _____

LOT MERGER AGREEMENT

RE: LOTS ___ AND ___ OF TRACT NO. _____

THIS LOT MERGER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this ___ day of _____, 200____, by and between BEAR VALLEY SPRINGS ASSOCIATION, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Association"), and _____ (hereinafter referred to as the "Owner").

RECITALS

A. **WHEREAS**, Dart Industries, Inc., the Developer of the Bear Valley Springs common interest development, located in the County of Kern, State of California, as declarant executed and recorded a Declaration of Covenants and Restrictions for the development on October 13, 1970, in Book 4446, Pages 449 through 489, as amended by Declaration of Amendment to Covenants and Restrictions recorded on November 6, 1970, in Book 4455, Pages 688 through 689, as supplemented by supplemental Declarations of Covenants and Restrictions with respect to each tract and parcel in the development, and as amended and supplemented by that certain Notice of Encumbrance recorded on April 26, 1977 in Book 5023, Pages 158 through 160, all in the official Records of Kern County, California (collectively referred to hereinafter as the "Declaration of C&Rs"); and

B. **WHEREAS**, the Developer recorded or caused to be recorded the Subdivision Map for Tract No. _____ on _____, 19____, in Book _____, Page _____, of Maps in the Official Records of Kern County, California (hereinafter referred to as the "Subdivision Map"); and

C. **WHEREAS**, the Owner's lots within the development, to wit, Lots ___ and ___ of Tract No. _____ (hereinafter referred to as the "Owner's Lots"), are subject to the Declaration of C&Rs and the Notice of Encumbrance; and

D. **WHEREAS**, the Association is a California nonprofit mutual benefit corporation whose specific and general purposes, as recited in its Articles of Incorporation, Declaration of C&Rs, and Bylaws, are to perform every obligation and duty which may be necessary for incidental to the peace, health, comfort, safety and/or general welfare of the Owners and members of the Association, including, but not limited to, the environmental and architectural control of the common areas and lots located within the development, the management, operation, maintenance and preservation of the common areas and community facilities within the development, and to otherwise act and be operated as a common interest development association within the meaning of Section 1351 of the Civil Code and any successor statute; and

E. **WHEREAS**, Owner has submitted a request to merge and consolidate Lots ___ and ___ of Tract No. _____ into one (1) lot (hereinafter referred to as "Lot Merger"), with the surviving lot to be Lot _____ (hereinafter referred to as "Surviving Lot"), and has requested the Association's approval thereof; and

F. **WHEREAS**, the Declaration of C&Rs and Notice of Encumbrance provide that the Association has the right, power and obligation to levy regular, special and development assessments against each Owner's Residential Lot and Condominium within the development as such Residential Lots and Condominiums are designated, shown and numbered on the original

subdivision tract maps, parcel maps and condominium plans recorded by the declarant/developer; and

G. **WHEREAS**, if the terms and provisions of the Declaration of C&Rs are not complied with, Owners could erroneously believe that by merging or otherwise consolidating two or more lots into one lot their assessment obligations would be reduced proportionately;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The parties hereby agree to execute any and all documentation which may be necessary to assist the Owner in securing local government approvals for said Lot Merger.

2. The Association hereby agrees to the Lot Merger of Lots ___ and ___ of Tract No. _____ into the one Surviving Lot.

3. With respect to all of Owner's Lots as shown on the Subdivision Map, the Owner hereby agrees to continue to pay all assessments levied by the Association pursuant to the terms of the Declaration of C&Rs, the Notice of Encumbrance and Section 1366 of the Civil Code, or any successor statute, notwithstanding the Lot Merger. For example, if the Owner owns three lots as shown on the Subdivision Map and merges or otherwise consolidates the three lots into one lot, the Owner shall nevertheless remain obligated to and shall pay assessments levied against and attributable to the three lots.

4. With respect to the Surviving Lot, the Owner hereby covenants and agrees to:

a. Begin construction of any approved residence on a Surviving Lot within nine (9) months of securing all local government approvals and the approval of the Association for the Lot Merger, and complete the construction thereof within nine (9) months after commencement, notifying the Association in writing of the commencement and completion dates.

b. Apply for and obtain the prior written approval of the Environmental Control Committee for all improvements to be constructed, in accordance with the Declaration of C&Rs, Environmental Control Committee Rules, and all other applicable governing documents of the Association then in effect.

c. Indemnify for himself or herself, as well as for his or her heirs, successors and assigns, and covenant and agree to hold the Association harmless from all claims, demands or liability arising out of or encountered in connection with this Agreement, whether such claims, demands or liability are caused by the Owner, the Owner's agents or employees, or the Association, excepting only such injury or harm as may be caused solely and exclusively by the Association's gross negligence.

d. Pay to the Association a fee in the amount of \$_____ to defray the Association's administrative and legal expenses incurred in reviewing the Owner's Lot Merger application and preparing and recording this Agreement.

5. This Agreement shall not be modified or amended in any respect by any party or any oral representations made before or after execution of this Agreement. Any modification or amendment of this Agreement must be in writing and executed by all of the parties hereto.

6. Should arbitration or other legal action be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of costs and not as damages, reasonable attorney's fees to be fixed by the arbitrator. The prevailing party shall be entitled to recover costs, regardless of whether such legal action proceeds to final judgment.

7. This Agreement shall not be construed against the party preparing it and shall instead be construed as if both parties prepared this Agreement and in accordance with the laws of the State of California.

8. If any term or provision of this Agreement or the application thereof is held invalid or unenforceable as to any party, the balance of the Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

9. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural, and the plural shall include the singular.

10. All of the covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

11. All controversy arising out of the performance of this Agreement or regarding the interpretation of this Agreement shall be resolved and is subject to binding arbitration. "Binding arbitration," as that term is used in this Agreement, shall mean that designated representatives of the Owner and the Association shall meet and confer within seven (7) days to resolve any disputes under this Agreement. If the parties cannot resolve their dispute(s), then the arbitration shall be conducted by, and in accordance with the rules of, any arbitrator mutually satisfactory to the parties, except that the parties shall be entitled to only such discovery as is permitted under Sections 1282.6, 1283 and 1283.05 of the California Code of Civil Procedure, as amended from time to time or any successor statutes. Once the arbitrator is designated, he or she shall remain the designated arbitrator for the purposes of this provision unless he or she cannot otherwise serve in that capacity. The cost of the arbitrator shall be borne equally by the parties. The matter shall be submitted to the arbitrator as soon as possible but in any event no later than forty-five (45) days after the selection of the arbitrator. If any party refuses or neglects to appear at, or participate in, such arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party who does participate. The arbitrator is authorized to award any party or parties such sums as he or she considers proper for the time, expense, including but not limited to, costs and legal fees, and trouble of arbitration. This arbitration process shall be binding on the parties and judgment may be entered on the award in any court of competent jurisdiction.

12. This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding in effectiveness with respect to all parties.

13. The Owner agrees that this Lot Merger Agreement shall be a covenant running with the land as it relates to the Owner's Surviving Lot and shall bind and be a charge on the Owner's Surviving Lot and his or her heirs, successors and assigns. This covenant shall be binding on all parties and all persons claiming under it for a period of sixty (60) years from the date this Agreement is executed.

14. This Agreement is conditioned upon the Owner obtaining appropriate local government approvals and the approval of the Association of the proposed Lot Merger.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates which appear below.

ASSOCIATION

BEAR VALLEY SPRINGS ASSOCIATION
a California nonprofit mutual benefit corporation

Dated: _____

By: _____
President

Dated: _____

By: _____
Secretary

OWNER

Dated: _____

Signature of Owner

Dated: _____

Signature of Owner

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

BEAR VALEY SPRINGS ASSOCIATION

AND WHEN RECORDED MAIL TO:

Bear Valley Springs Association
29541 Rolling Oak Drive
Tehachapi, CA 93561

THIS SPACE FOR RECORDER'S USE ONLY

Lot Un Merger- Lot Merger-Lot Line Adjustment Agreement

Regarding:

Lots _____ and _____ of Tract No. _____

Parcel Map No./s _____

Lot Un Merger- Lot Merger-Lot Line Adjustment Agreement

RE: LOTS _____ AND _____ OF TRACT NO. _____

THIS Un Merger, Merger, Lot Line Adjustment AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 20____, by and between BEAR VALLEY SPRINGS ASSOCIATION, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Association"), and _____ (hereinafter referred to as the "Owner").

RECITALS

A. **WHEREAS**, Dart Industries, Inc., the Developer of the Bear Valley Springs common interest development, located in the County of Kern, State of California, as declarant executed and recorded a Declaration of Covenants and Restrictions for the development on October 13, 1970, in Book 4446, Pages 449 through 489, as amended by Declaration of Amendment to Covenants and Restrictions recorded on November 6, 1970, in Book 4455, Pages 688 through 689, as supplemented by supplemental Declarations of Covenants and Restrictions with respect to each tract and parcel in the development, and as amended and supplemented by that certain Notice of Encumbrance recorded on April 26, 1977 in Book 5023, Pages 158 through 160, all in the official Records of Kern County, California (collectively referred to hereinafter as the "Declaration of C&Rs"); and

B. **WHEREAS**, the Developer recorded or caused to be recorded the Subdivision Map for Tract No. _____ on _____, 19____, in Book _____, Page _____, of Maps in the Official Records of Kern County, California (hereinafter referred to as the "Subdivision Map"); and

C. **WHEREAS**, the Owner's lots within the development, to wit, Lots _____ and _____ of Tract No. _____ (hereinafter referred to as the "Owner's Lots"), are subject to the Declaration of C&Rs and the Notice of Encumbrance; and

D. **WHEREAS**, the Association is a California nonprofit mutual benefit corporation whose specific and general purposes, as recited in its Articles of Incorporation, Declaration of C&Rs, and Bylaws, are to perform every obligation and duty which may be necessary for incidental to the peace, health, comfort, safety and/or general welfare of the Owners and members of the Association, including, but not limited to, the environmental and architectural control of the common areas and lots located within the development, the management, operation, maintenance and preservation of the common areas and community facilities within the development, and to otherwise act and be operated as a common interest development association within the meaning of Section 1351 of the Civil Code and any successor statute; and

E. **WHEREAS**, Owner has submitted a request to merge, adjust and/or consolidate Lots _____ and _____ of Tract No. _____ into one (1) two (2) lot/s (hereinafter referred to as "Lot Merger" "Adjustment"), with the surviving lot to be Parcel Map No./s _____ and/or _____ (hereinafter referred to as "Surviving Lot/s"), and has requested the Association's approval thereof; and

F. **WHEREAS**, the Declaration of C&Rs and Notice of Encumbrance provide that the Association has the right, power and obligation to levy regular, special and development assessments against each Owner's Residential Lot and Condominium within the development as such Residential Lots and Condominiums are designated, shown and numbered on the original subdivision tract maps, parcel maps and condominium plans recorded by the declarant/developer; and

G. **WHEREAS**, if the terms and provisions of the Declaration of C&Rs are not complied with, Owners could erroneously believe that by merging or otherwise consolidating two or more lots into one lot their assessment obligations would be reduced proportionately;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The parties hereby agree to execute any and all documentation which may be necessary to assist the Owner in securing local government approvals for said Lot Adjustment.

2. The Association hereby agrees to the Lot Adjustment of Lots _____ and _____ of Tract No. _____ into the one Surviving Lot, Adjustment, Parcel Map No. _____ and/or _____.

3. With respect to all of Owner's Lots as shown on the Subdivision Map, the Owner hereby agrees to continue to pay all assessments levied by the Association pursuant to the terms of the Declaration of C&Rs, the Notice of Encumbrance and Section 1366 of the Civil Code, or any successor statute, notwithstanding the Lot Merger. For example, if the Owner owns three lots as shown on the Subdivision Map and merges or otherwise consolidates the three lots into one lot, the Owner shall nevertheless remain obligated to and shall pay assessments levied against and attributable to the three lots.

4. With respect to the Surviving Lot/s, the Owner hereby covenants and agrees to:

a. Begin construction of any approved residence on a Surviving Lot/s within nine (9) months of securing all local government approvals and the approval of the Association for the Lot Merger, and complete the construction thereof within nine (9) months after commencement, notifying the Association in writing of the commencement and completion dates.

b. Apply for and obtain the prior written approval of the Environmental Control Committee for all improvements to be constructed, in accordance with the Declaration of C&Rs, Environmental Control Committee Rules, and all other applicable governing documents of the Association then in effect.

c. Indemnify for himself or herself, as well as for his or her heirs, successors and assigns, and covenant and agree to hold the Association harmless from all claims, demands or liability arising out of or encountered in connection with this Agreement, whether such claims, demands or liability are caused by the Owner, the Owner's agents or employees, or the Association, excepting only such injury or harm as may be caused solely and exclusively by the Association's gross negligence.

d. Pay to the Association a fee in the amount of \$_____ to defray the Association's administrative and legal expenses incurred in reviewing the Owner's Lot Merger/Adjustment application and preparing and recording this Agreement.

5. This Agreement shall not be modified or amended in any respect by any party or any oral representations made before or after execution of this Agreement. Any modification or amendment of this Agreement must be in writing and executed by all of the parties hereto.

6. Should arbitration or other legal action be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of costs and not as damages, reasonable attorney's fees to be fixed by the arbitrator. The prevailing party shall be entitled to recover costs, regardless of whether such legal action proceeds to final judgment.

7. This Agreement shall not be construed against the party preparing it and shall instead be construed as if both parties prepared this Agreement and in accordance with the laws of the State of California.

8. If any term or provision of this Agreement or the application thereof is held invalid or unenforceable as to any party, the balance of the Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

9. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural, and the plural shall include the singular.

10. All of the covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

11. All controversy arising out of the performance of this Agreement or regarding the interpretation of this Agreement shall be resolved and is subject to binding arbitration. "Binding arbitration," as that term is used in this Agreement, shall mean that designated representatives of the Owner and the Association shall meet and confer within seven (7) days to resolve any disputes under this Agreement. If the parties cannot resolve their dispute(s), then the arbitration shall be conducted by, and in accordance with the rules of, any arbitrator mutually satisfactory to the parties, except that the parties shall be entitled to only such discovery as is permitted under Sections 1282.6, 1283 and 1283.05 of the California Code of Civil Procedure, as amended from time to time or any successor statutes. Once the arbitrator is designated, he or she shall remain the designated arbitrator for the purposes of this provision unless he or she cannot otherwise serve in that capacity. The cost of the arbitrator shall be borne equally by the parties. The matter shall be submitted to the arbitrator as soon as possible but in any event no later than forty-five (45) days after the selection of the arbitrator. If any party refuses or neglects to appear at, or participate in, such arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party who does participate. The arbitrator is authorized to award any party or parties such sums as he or she considers proper for the time, expense, including but not limited to, costs and legal fees, and trouble of arbitration. This arbitration process shall be binding on the parties and judgment may be entered on the award in any court of competent jurisdiction.

12. This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding in effectiveness with respect to all parties.

13. The Owner agrees that this Lot Merger/ Adjustment Agreement shall be a covenant running with the land as it relates to the Owner's Surviving Lot/s and shall bind and be a charge on the Owner's Surviving Lot/s and his or her heirs, successors and assigns. This covenant shall be binding on all parties and all persons claiming under it for a period of sixty (60) years from the date this Agreement is executed.

14. This Agreement is conditioned upon the Owner obtaining appropriate local government approvals and the approval of the Association of the proposed Lot Merger/Adjustment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates which appear below.

ASSOCIATION

BEAR VALLEY SPRINGS ASSOCIATION
a California nonprofit mutual benefit corporation

Dated: _____

By: _____
President

Dated: _____

By: _____
Secretary

OWNER(S)

Dated: _____

Signature of Owner

Dated: _____

Signature of Owner

Acknowledgment

State of California)
) ss
County of _____)

On _____, 20____ before me, _____, a notary public
in and for the State of California, personally appeared _____

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.

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.

Notary Public for the
State of California
My Commission expires on

Acknowledgment

State of California)
) ss
County of _____)

On _____, 20____ before me, _____, a notary public in and for the State of California, personally appeared the following **Officers of the Bear Valley Springs Association**, _____,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

Notary Public for the
State of California

My Commission expires on
