

1 Law Offices of
SILVERWOOD & DENSLER GREEN
2 219 South D Street - P.O. Box 1019
Madera, California 93637
3 Telephone: (209) 674-5656

74 MAY 20 AM 10.30
EVOLYN C. BRANSTETTER
CLERK
DEPUTY

4 Attorneys for Defendants.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MADERA

10 RAYMOND BRICKEY, JOHN DAY and JOHN KNORR,
Lot Owners in CASCADEL WOODS SUBDIVISIONS,
11 ALL OTHER SUCH LOT OWNERS, and CASCADEL
WOODS PROPERTY OWNERS ASSOCIATION, a non-
12 profit California Corporation,
13 Plaintiffs,
14 vs.
15 CASCADEL RANCH PROPERTIES, INC.,
EASIL ROBINSON, MARIE ROBINSON,
16 RAY C. MILLETT, GLEN E. MILLETT, and
DOES ONE through TWENTY, inclusive,
17 Defendants.
18

No. 17985
JUDGMENT

RECORDED JUDGMENTS
VOL. 20 PAGE 337

19 The parties having stipulated to the entry of Judgment in
20 the following form, and Notice having been given as required by
21 law of a Motion for Order Approving Settlement of Class Action,
22 and said Motion having been heard, and the same having been
23 granted in open Court, and good cause appearing therefor, IT IS
24 ORDERED, ADJUDGED AND DECREED as follows:

25 1) That Plaintiffs, as a class, are the owners of lots in
26 the following subdivisions of CASCADEL WOODS:

- 27 (a) Cascadel Woods Subdivision (also called Cascadel
28 Woods Subdivision No. 1), more fully described in the Map
29 of Madera, State of California in Volume 7 of Maps at
Page 37;
- 30 (b) Cascadel Woods Subdivision No. 2, more particularly
31 described in the Map of Tract No. 24, recorded in Official
32 Records of the County of Madera, State of California in
Volume 7 at pages 76 and 77; and

1 (c) Cascadel Woods Subdivision No. 4, more particularly
2 described in the Map of Tract No. 119, recorded in Official
3 Records of the County of Madera, State of California, in
4 Volume 9 of Maps, at Pages 146 through 150.

5 2) That defendants are owners of or have an interest in
6 the following described real property:

7 (a) All those portions of Cascadel Woods Subdivision
8 No. 4 according to map thereof recorded August 5, 1963 in
9 Vol. 9, Pages 146 to 150 inclusive of Maps, Official
10 Records of Madera County, shown as Outlots A, B, C, D, E,
11 F, G, H, I, J, K, and L thereof;

12 (b) Property hereinafter referred to as "Property
13 now owned by defendants adjacent to Cascadel Woods Sub-
14 divisions No. 1, No. 2, and No. 4" is described as follows:

15 PARCELL NO. 1: The West half of the Southwest
16 quarter of Section 15 and the South half of
17 Section 16, all in Township 8 South, Range 23
18 East, MDB & M, according to Official Government
19 Township Plats thereof.

20 EXCEPTING THEREFROM that portion thereof
21 lying within the boundary lines of Cascadel Woods
22 Subdivision filed for record in the office of the
23 County Recorder of Madera County, California, on
24 January 30, 1957, in Vol. 7 of Maps, at page 37.

25 AND FURTHER EXCEPTING THEREFROM that
26 portion thereof lying within the boundary lines
27 of Cascadel Woods Subdivision No. 2, Tract No. 24,
28 according to map thereof filed for record in the
29 office of the County Recorder of Madera County,
30 California, on December 26, 1957, in Vol. 7 of
31 Maps, at pages 76 and 77, Madera County Records.

32 AND FURTHER EXCEPTING THEREFROM that
portion thereof lying within the boundary lines of
Cascadel Woods Subdivision No. 4, Tract No. 119,
according to the map thereof filed for record in
the office of the County Recorder of Madera County,
California on August 5, 1963, in Vol. 9 of Maps,
at pages 146 to 150 inclusive.

FURTHER EXCEPTING THEREFROM that portion
of Section 16 lying South of the Southerly boundary
line of Cascadel Road as said Road is shown on
Map of Cascadel Woods No. 4, said parcel being
bounded on the Northerly and Easterly sides by said
Cascadel Road, on the South by the South line of
Section 16, Township 8 South, Range 23 East, and
on the West by a line extending due South from the
Southeast corner of Lot 39, Cascadel Woods No. 4,
Tract No. 119 to the point of intersection of the
South line of Section 16.

EXCEPTING an easement for pipeline and
water wheel over a portion of the above described
Parcel No. 1. Said easement to be appurtenant to
the last above excepted parcel of property.

ALSO EXCEPTING easements and rights of
way for reservoirs, wells and pipelines now in
place together with the right of ingress and egress
for repair, maintenance and/or improvements of the
existing water systems to Cascadel Woods Subdivision
Nos. 1, 2 and 4.

1 PARCEL NO. 2: All of the land incorporated
2 within the boundary lines of Map of Tract No.
3 119, Cascadel Woods Subdivision No. 4, as
4 recorded August 5, 1963, in Volume 9 of Maps
5 at pages 146 to 150 inclusive.

6 EXCEPTING THEREFROM Lots 1 through 50
7 inclusive.

8 EXCEPTING from all of the above that strip of land
9 60 feet wide through the South one-half of said
10 Section 16, dedicated to the County of Madera as
11 a street right of way in that certain Offer of
12 Dedication dated December 22, 1967, and recorded
13 July 11, 1969, in Vol. 1038 of Official Records,
14 page 466, Madera County Records, Document No. 7595.

15 3) That Plaintiffs, RAYMOND BRICKEY, JOHN DAY and JOHN KNORR,
16 are proper Plaintiffs to represent all lot owners in Cascadel Woods
17 Subdivision No. 1, Cascadel Woods Subdivision No. 2, and Cascadel
18 Woods Subdivision No. 4. That the owners of said lots constitute
19 a proper class to be the subject of a class action; that Plaintiffs,
20 RAYMOND BRICKEY, JOHN DAY and JOHN KNORR, are proper Plaintiffs
21 to represent said class. That this Judgment shall be binding
22 upon the named Plaintiffs and Defendants, together with the
23 present and future owners of all lots located in Cascadel Woods
24 Subdivision No. 1, Cascadel Woods Subdivision No. 2, and Cascadel
25 Woods Subdivision No. 4, and the owners of the property described
26 in paragraphs 2 (a) and 2 (b) of this Judgment.

27 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Outlots
28 A, B, C and E of Cascadel Woods Subdivision No. 4 shall be reserved
29 for recreational uses for the benefit of the present and future
30 owners of lots in Cascadel Woods Subdivisions Nos. 1, 2 and 4,
31 and for the benefit of future lot owners in future subdivisions
32 of the adjacent properties to the existing subdivisions now owned
33 by Cascadel Ranch Properties, Inc. as described in paragraph 2 (b)
34 of this Judgment, together with Outlots D, F, G, H, I, J, K and
35 L described in paragraph 2 (a) of this Judgment.

36 5) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no
37 owner of any lot in Cascadel Woods Subdivisions Nos. 1, 2 and 4
38 shall, without their consent, be charged for the use of any

1 recreational facilities established on said Outlots A, B, C and
2 E at a rate which is greater than the rate charged to owners of
3 future subdivision lots.

4 6) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
5 Cascadel Ranch Properties, Inc., or its successors as owners of
6 Outlots A, B, C and E, have no existing obligation to furnish or
7 maintain recreational improvements on said Outlots, or an
8 obligation to allow the use of improvements free of charge. The
9 owners of said Outlots A, B, C and E shall have the right to
10 establish recreational facilities on said Outlots of such type
11 and manner as said owners shall determine. The use of such
12 facilities, however, shall be in accordance with the provisions
13 of this Judgment. Lot owners of Cascadel present and future
14 subdivisions shall be entitled to use the portions of Outlot B
15 which has not been improved for golf course or pond purposes,
16 and Outlot E for picnicking, fishing, or other recreational uses,
17 and shall have the right to use Outlots A, B and C as a means of
18 pedestrian ingress or egress thereto so long as such other outlots
19 are not in active use in an improved condition, provided that
20 prior to such use they shall provide the then owners of such
21 Outlots with a policy of liability insurance for public liability
22 in a minimum insured sum of \$300,000 single limit which shall
23 remain in force during such period of use. Nothing herein contained
24 shall authorize the use of any outlot for riding motorcycles or
25 motorbikes thereon.

26 7) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all
27 remaining Outlots of Cascadel Woods Subdivision No. 4 are hereby
28 freed of any restriction of use to recreational purposes, and
29 may be used for other purposes.

30 8) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if a
31 non-profit corporation is formed to purchase Outlots A, B, C and
32 E, and provide recreational facilities thereon, neither the named

1 Plaintiffs, nor named Defendants, shall serve on the Board of
2 Directors of such corporation for a period of three (3) years
3 from the date hereof.

4 9) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Cascadel
5 Ranch Properties, Inc. shall not use the property now owned by
6 them adjacent to Cascadel Woods Subdivisions Nos. 1, 2 and 4 for
7 a motor vehicle park or campground.

8 10) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
9 existing roads in Cascadel Woods Subdivisions Nos. 1, 2 and 4
10 may be used as access roads for future subdivisions in lands now
11 owned by Cascadel Ranch Properties, Inc. described in paragraph
12 2 (b) hereof, provided however, that reasonable contribution shall
13 be made for the maintenance and upkeep of said roads by future
14 lot owners, and further provided, that if by reason of future
15 subdivision, the existing roads through Cascadel Woods Subdivisions
16 Nos. 1, 2 and 4 are required by the County of Madera to be brought
17 up to County standards, the cost of such road improvement to bring
18 the roads up to County standards shall not be borne by the owners
19 of the lots in Cascadel Woods Subdivisions Nos. 1, 2 and 4.

20 11) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Outlots
21 A, B, C and E shall bear no portion of road maintenance costs.

22 12) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all
23 parties are to bear their own costs of suit.

24 13) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all
25 of the covenants, orders and judgments herein contained shall run
26 with the land, both as to their benefits and their burdens on the
27 respective properties herein described, and that all matters
28 herein set forth are expressly made binding upon the successors,
29 grantees, assigns, heirs, devisees and personal representatives
30 of the respective parties hereto.

31 DATED: May 17, 1974.

32 APPROVED AS TO FORM.
CROSSLAND, CROSSLAND, CASWELL
& BELL

ROBERT R. ROSSON
JUDGE OF THE SUPERIOR COURT.

By James M. Bell
James M. Bell