

Attached is the document that you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy of which has been sent by facsimile, e-mail or other form of electronic transmission, please note that in the original of this page the above notice is printed in 14-point boldface type.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. Section 3604 (c).

WHEN RECORDED MAIL TO:

Irwin Steinpress
4871 "B" Hunt Road
Farmington, Ca 95230

37-1-33-32

33

REVISION #1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
RED HOUSE RANCH

REVISION #1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RED HOUSE RANCH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RED HOUSE RANCH ("Declaration") is made on this 13~~2~~ day of April, 2001 by Declarants IRWIN STEINPRESS and POLLY STEINPRESS (hereinafter "Declarants") or assigns.

RECITALS

This Declaration is made with reference to the following facts:

WHEREAS, Declarants are owners of the Red House Ranch which currently consists of approximately Six Thousand Four Hundred (6,400) acres of real property in the County of Calaveras, State of California. The real property is hereinafter sometimes referred to as the "Development";

WHEREAS, the Development consists of forty-five (45) parcels (the "Parcels") which Parcels were originally established from United States government land patents that have comprised and been part of the Red House Ranch since 1875, as evidenced by recorded Certificate of Compliance incorporated here as Exhibit "A" and by this reference made a part hereof. The size and shape of these U.S. patent Parcels have been revised and reconfigured by Declarants through lot line adjustments processed with the County, resulting in the Parcels being shown and described on the Tentative Record of Survey Maps, incorporated herein as Exhibit "B" and by this reference made a part hereof, and is the Red House Ranch Development, excluding several parcels indicated herein;

WHEREAS, Declarants desire to create and establish within the Development a ranching and agricultural community of individually owned ranch parcels wherein people and agriculture live in harmony with each other, maintain a viable agricultural community, and maintain the natural beauty of the ranch;

WHEREAS, Declarants desire to establish covenants, conditions, restrictions and easements upon the Development and each and every portion and phase thereof, which will constitute a general plan for the use, occupancy and enjoyment thereof, and for the purpose of enhancing and protecting the value, desirability and attractiveness thereof, and to achieve the above enumerated objectives of the Development and enhancing the general quality of life therein;

WHEREAS, for the preservation of the above, this Declaration establishes an Architectural Review Committee, which shall review and approve all buildings, fences and structures of any kind and all site plans for same;

NOW THEREFORE, Declarants hereby covenant, agree, and declare that all of its interests except certain water rights as hereinafter defined and 50% of mineral rights, as the same may from time to time appear, in the Development shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the Development, and the owners of said interests, their successors and assigns. These conditions,

restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interest or any part thereof, and shall inure to the benefit of each owner thereof, and are imposed upon each of said interests and every part thereof, and all right and title therein as a servitude in favor of each and all other said interests as the dominant tenement or tenements, and shall be interpreted to most fully achieve the above enumerated purposes of the Development.

Covenants, Conditions and Restrictions
of Red House Ranch

ARTICLE 1

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

1.1 "Declarant" shall refer to Irwin Steinpress and Polly Steinpress, their successors and assigns.

1.2 "Architectural Review Committee" shall mean and refer to the committee provided for in Section 2.1.

1.3 The term "County" shall mean Calaveras County, California.

1.4 "Development" or "Red House Ranch Development" shall refer to all of the property described in Exhibit "A" attached hereto.

1.5 "Exhibit" shall mean and refer to those documents so designated herein and attached hereto, and each of such Exhibits is by this reference incorporated in this Declaration.

1.6 "Individual Owner" shall mean and refer to an Owner other than a person or entity defined herein as "Declarants".

1.7 "Parcel" shall mean and refer to any Parcel shown on Exhibit "A" with the exception of Parcels 41, 42, 43, 44 and 45.

1.8 "Owner" shall mean and refer to one or more persons or entities who alone or collectively is or are the record owner of fee simple title to a Parcel, including Declarant, or the vend under an installment sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.9 "In Person" for the purpose of this instrument shall mean and refer to individual firms, partnerships, corporations and legal entities, and persons of every description.

ARTICLE 2

2.1 Architectural Review. With the exception of Parcels 41, 42, 43, 44, and 45, no building, fence, wall, driveway, or site work, barns, or other structures whatsoever shall be commenced or maintained upon a Parcel nor shall any exterior addition to, change, or alteration in or painting of any structure on a Parcel shall be made until plans and specifications shall have been submitted to and approved in writing by an Architectural Review Committee, initially to be appointed by Declarant.

2.2 Committee. The Architectural Review Committee shall consist of three (3) persons who are voting members, each having a background in construction and/or building design. Members need not be residents within the Development. A quorum to transact the business of the Committee shall be three (3) of the voting members. All such plans and specifications shall be submitted in writing over the signature of the Owner or such Owner's authorized agent. Approval shall be based, among other things, upon conformity of external design, conformity with such rules and regulations as may be adopted by the Architectural Review Committee in accordance with this Article, and conformity of the plans and specifications with the purpose, general plan and intent of this Declaration.

2.3 Appointment and Designation. The Architectural Review Committee may from time to time, by a majority vote of the members thereof, delegate any of its rights or responsibilities hereunder to one or more persons who shall have full authority to act on behalf of said Architectural Review Committee in all matters delegated and need not be a recorded Owner.

Covenants, Conditions and Restrictions
of Red House Ranch

(a) In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

(b) Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

(c) Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

(d) After two-thirds (2/3) of the parcels have been sold by the developer, then at any time, the owners of record of two-thirds (2/3) percent of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw or restore to it any of its powers and duties.

2.4 Failure to Approve or Disapprove Plans and Specifications. In the event that the Architectural Review Committee fails either to approve or disapprove plans and specifications within forty-five (45) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Review Committee has approved such plans and specifications, provided that the County approves such plans and specifications. All improvement work approved or deemed approved by the Architectural Review Committee shall be diligently completed and constructed in accordance with the approved plans and specifications.

2.5 Address. The address of the Architectural Review Committee is 3900 Pelandale Ave. # 420-323, Modesto, California, 95356, or such other place as may from time to time be designated by the Architectural Review Committee by a written instrument recorded in the County Records Office, and the last instrument so recorded shall be deemed the Architectural Review Committee's proper address. Such address shall be the place for the submittal of plans and specifications and the place where the current rules and regulations, if any, of the Architectural Review Committee shall be kept.

2.6 Plan Submittal.

(a) Two copies of all plans and site plans shall be submitted to the Architectural Review Committee for approval.

(b) The Architectural Review Committee will require that a copy of a complete set of plans and specifications shall remain in deposit with the Committee.

(c) Plans and specifications for final approval shall contain the following:

i. Complete plans and specifications sufficient to secure a Building Permit in the County, including plot plan showing lot and block and placement of building, garage, outbuildings and walls or fences.

(d) After commencement on any lot of any building, outbuilding, private garage, structure, fence or wall permitted hereby to be constructed, the same shall be completed within fifteen (15) months.

(e) Any member of the Architectural Review Committee may at any reasonable time during the construction, alteration, or remodeling, enter and inspect any building or property located in the tract.

(f) Architectural Review Committee approval in no way indicates approval of engineering or structural design.

Covenants, Conditions and Restrictions
of Red House Ranch

(g) Declarants hereby appoint the following persons to the Architectural Review Committee: Irwin Steinpress, Polly Steinpress, Russell Thomas

2.7 No Liability. Neither Declarants, the Architectural Review Committee, nor the members or designated representatives thereof shall be liable in damages or otherwise to anyone submitting plans and specifications to them for approval, or to any other Owner affected by the Declaration by mistake of judgment, negligence, nonfeasance or misfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. Every person who submits plans and specifications to the Architectural Review Committee for approval agrees that he/she will not bring any action or suit against Declarants, the Architectural Review Committee, or any of the members or designated representatives thereof to recover such damages.

2.8 Standards, Rules and Regulations. The Architectural Review Committee may from time to time, in its sole discretion, adopt reasonable architectural standards and rules and regulations interpreting and implementing the provisions hereof, and establishing reasonable architectural standards and rules and regulations for the Development.

2.9 Building Type and Number of Improvements. All parcels shall be used for single family dwellings and allowed agricultural purposes, except that the existing two story home on Parcel 19 may or may not be used for a "retreat" or "bed and breakfast" type use.

(a) The number of single family homes on a Parcel and the number of other buildings on a Parcel are limited to the following and subject to that allowed by County ordinance.

- i. On forty (40) acre to sixty (60) acre Parcels: One single family home is allowed. The dwelling must be at least 1600 square feet. Three (3) outbuildings are allowed.
- ii. On sixty-one (61) acre to eighty (80) acre Parcels: Two single family dwellings are allowed. The first home built must be a minimum of 1600 square feet. The second single family dwelling must be minimum of 1200 square feet. Three (3) outbuildings are allowed.
- iii. On eighty-one (81) acre and larger Parcels: The same residential requirements as set forth in subparagraph (ii) of this Article shall apply. Four (4) outbuildings are allowed.

(b) All improvements and location of improvements must be approved by the Architectural Review Committee.

(c) All minimum square footage of homes exclude garages, appurtenant structures, patios and porches.

(d) Parcel 5, consisting of fifty (50) acres, shall be allowed two (2) houses.

2.10 Limitation and Requirements.

(a) Height Limitations. The maximum height for a Residential Dwelling Unit or any structure placed upon an individual Parcel shall be twenty-eight (28) feet above the average existing natural grade.

(b) Roof Slope. On sloping roofs, the minimum roof slope shall be 4:12.

(c) Roof Forms and Materials. Roof overhangs shall be incorporated into designs, especially in conjunction with veranda and patio areas. Roof material shall be fire resistant

Covenants, Conditions and Restrictions
of Red House Ranch

materials acceptable to the Architectural Review Committee and consistent with governmental rules and regulations.

(d) Exterior Walls. Reflective materials shall not be used for exterior finishes except for hardware items.

(e) Heating and Cooling Systems. Exterior or roof mounted systems and solar panels shall not be visible from roadways or adjacent residences.

(f) Fencing. Perimeter fencing shall be metal stake and wire, round pole design, or wood rail design. All fencing must be approved by the Architectural Review Committee. New frontage fencing shall have a minimum set back of thirty (30) feet from the center of the road to allow for utilities as available.

(g) Trash Areas. All rubbish disposal containers or areas shall be screened from view from adjacent roads or adjacent parcels.

(h) Sewage Disposal. Septic systems shall be located to meet all County health regulations.

(i) Water. Individual water supply systems shall be permitted on any Parcel, provided such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the County Health Department.

(j) Antennae. Antennae, including satellite dishes, shall be screened from view from adjacent Parcels.

(k) Landscaping. The use of native and drought tolerant plants is encouraged. Existing trees and shrubs shall be preserved to the greatest extent possible.

(l) Placement of Units. All buildings are to be 150 feet from any lot line or road unless the Site Plan is approved by the Architectural Review Committee

2.11 Animals.

(a) Two (2) animals per acre may be kept on a Parcel.

(b) All pets must be kept on Owner's property or under direct control of Owner.

2.12 Future Development. No Parcel can be divided into any additional Parcels.

2.13 Existing Conditions. All pre-existing conditions on Parcels 10, 19 and 38 are exempt from Covenants, Conditions and Restrictions. Any future development on said Parcels shall comply with these Covenants, Conditions and Restrictions.

2.14 Offensive Activity. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which might be or become an annoyance or nuisance to occupants within the Development, or which might in any way interfere with the rights of quiet enjoyment of occupants within the Development. Offensive uses shall include, but not be limited to, chicken or turkey ranches, stockyard, feed lots, hog farms, dairies, wrecking yards, trucks, storage, or other such obnoxious uses causing odor, excessive noise, or disturbances.

2.15 Signs. No sign of any kind shall be permanently displayed to the public view on or from the Development except as follows: A sign of reasonable dimensions advertising a Parcel for sale or lease, or Ranch identification sign may be placed within such Parcel by the Owner thereof or by his agent.

Covenants, Conditions and Restrictions
of Red House Ranch

2.16 Prohibited Structures. No mobile homes, modular homes, pre-fabricated or move-in homes, shacks, tents, or trailers shall be allowed on any Parcel, except that a recreational vehicle or travel trailer may be temporarily occupied on a parcel during home construction provided it is screened from view and served by a County approved septic system. Mobile homes having 1600 square feet or more are allowed on Parcels exceeding two hundred fifty (250) acres, if it cannot be seen from roads or other Parcels.

Farm labor quarters to support agricultural operations may be constructed as approved by the Architectural Review Committee and subject to County approval.

2.17 Parking. No trucks, motor home, trailer, motor cycle, aircraft, boat, camper or other similar items can be parked on any Parcel unless screened from view of road or any other Parcel, provided, however, temporary parking of motor vehicles shall be permitted. For purposes hereof, "temporary parking" shall mean parking of vehicles belonging to invitees of Owners and occupants; parking of delivery trucks, service vehicles and other commercial vehicles furnishing goods and services to the Owners and occupants; and parking of vehicles belonging and being used by Owners, occupants, and invitees for loading and unloading purposes.

2.18 Unightly Items. All rubbish, construction debris, refuse containers, or unsightly materials or objects of any kind shall be obscured from view. Junk of any kind shall not be allowed to accumulate on any Parcel.

2.19 Hazardous Materials. No hazardous or toxic materials shall be stored or dumped on any Parcel.

2.20 Commercial Use. No commercial manufacturing, mercantile, storing, vending or any nonresidential purposes are allowed, provided however that agricultural operations shall be permitted and encouraged.

2.21 Permitted Use. Horse and cattle grazing, horse boarding, wineries, wine tasting, vineyard and tree cultivation are permitted and encouraged. Nothing herein shall prevent an Owner from leasing his Parcel provided such leasing is for an allowed use and does not violate any provisions of this Declaration.

2.22 Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Parcel, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or pipes used for such purposes be installed upon the surface of any Parcel or within five hundred (500) feet below the surface of any Parcel. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected or maintained on any Parcel unless necessary to maintain and enhance agricultural operations, or unless approved by Declarants. Declarants retain one-half (1/2) of all mineral and rock rights, except nothing in this section shall prevent recreational gold panning by an Owner on his parcel with gold pans or small, hand-carry sluice boxes.

2.23 Variance. The Architectural Review Committee may authorize variance from compliance with any of the architectural provisions of the Declaration including restrictions upon height, size, floor area, landscaping, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, esthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least three (3) members of the Architectural Review Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as the particular property and particular provision hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to

Covenants, Conditions and Restrictions
of Red House Ranch

building codes, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE 3

Use Restrictions

3.1 **Agricultural and Ranching Practices.** It is the express intent of this Development to enhance and foster agricultural uses in the Development. The following statement shall be included in the deed executed by Declarants for each Parcel, and the same is hereby made a covenant, condition and restriction of the Development:

“NOTICE: This parcel is adjacent or proximate to property utilized for agricultural purposes. Residents on this Parcel may be subject to occasional inconvenience or discomfort arising from the use of agricultural chemicals including herbicides, pesticides, rodent poisons and fertilizers, (used in accordance with standard agricultural practices as authorized by the County Agricultural Commissioner) and from the pursuit of agricultural operations including tilling, aerial spraying, hot iron branding, castrating, de-horning of cattle, predator control, rounding-up of livestock and grazing. Such agricultural uses and practices may occasionally generate noise, dust, smoke, odor. The County has established agriculture as a priority use on productive agricultural lands and residents of adjacent property should be prepared to accept such inconveniences or discomfort from necessary farming and grazing operations.”

ARTICLE 4

Easements

4.1 **Ingress and Egress.** There is hereby reserved to Declarants and the other Owners within the Development, easements and rights appurtenant to their property, theirs being the dominant tenement, for ingress and egress, and access, on, over, and across those paved roadways and/or trails installed at any time within the Development or shown on the Record of Survey Map (Exhibit “B”) of the Development or reflected in any other now or hereafter recorded instrument. Such rights shall not include the right to park any vehicle on or adjacent to said paved roadways, shall not interfere with agricultural and ranching operations, and livestock shall have the right-of-way at all times and shall not be harried or harassed.

4.2 **Utilities.** Easements and equitable rights over the Development for the installation and maintenance of gas, electric, telephone lines, if any, installed at any time within the Development or shown on the attached Project Map of the Development or reflected in any other, now or hereinafter recorded instrument, are hereby allowed by the respective owners of Parcel within the Development.

4.3 **Electrical System.** Declarants reserve unto themselves, their successors and assigns, ownership of the electrical system and appurtenant easements serving the Development, including underground lines, pad mounted transformers, splice boxes, and switches, and license of use of said system and appurtenant easements, until such time as the said system shall be deemed to be transferred to the public utility company. Said system has been constructed by and at the expense of Declarants, and it is anticipated that said system shall be transferred from the Declarants to a duly authorized public utility company, which shall accept such system and agree to maintain the same. Said system and appurtenant easement is reserved to Declarants, and transfer to any duly authorized public utility company, shall not include any electrical lines from transformers to the individual single family residence, which shall be appurtenant to each lot.

Covenants, Conditions and Restrictions
of Red House Ranch

ARTICLE 5

General Provisions

5.1 **Enforcement.** Any Owner the Architectural Review Committee or Declarants shall have the right to enforce by proceeding at law or in equity, all covenants, conditions, restrictions and easements now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such covenants, conditions, restrictions, and easements and the right to recover damages or other sums for such violation.

5.2 **No Waiver.** Failure by the Architectural Review Committee, Declarants or by any Owner to enforce any covenant, condition, restriction, easement or provision herein contained, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement thereafter as to the same or any other covenant, condition, restriction, easement or provision.

5.3 **Cumulative Remedies.** All rights, options and remedies set forth in this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarants, Architectural Review Committee and the Owners shall have the right, to the extent provided in this Declaration, to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

5.4 **Severability.** Invalidation of any one or a portion of the covenants, conditions, restrictions, easements or provisions set forth in this Declaration by judgement or court order shall in no way affect any other covenants, conditions, restrictions, easements or provisions contained herein or therein, which shall remain in full force and effect

5.6 **Attorney's Fees.** In the event any action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorney's fees, litigation expenses and costs of suit.

5.7 **Notices.** Any notice to be given to an owner under the provisions of this Declaration shall be in writing and may be delivered as follows:

(a) Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Architectural Review Committee for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Parcel. Any notice so deposited in the within the County shall be deemed delivered forty-eight (48) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

5.8 **Personal Covenant.** To the extent the acceptance of a conveyance of a Parcel creates a personal covenant between the Owner of such Parcel and Declarant, and other Owner, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceased to be an Owner.

5.9 **Leases.** Any agreement for the leasing or rental of a Parcel (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of this Declaration shall be a default under the lease. Any Owner who shall lease his Parcel shall be responsible for assuring compliance by such Owner's lessee with this Declaration. Failure by an Owner to take legal action, including the institution of proceedings against his lessee who is in violation of this Declaration within ten (10)

Covenants, Conditions and Restrictions
of Red House Ranch

days after receipt of written demand to do so from any Owner or Architectural Review Committee shall entitle the Architectural Review Committee or any Owner to take any and all such action, including the institution of proceedings in Unlawful Detainer on behalf of such Owner and his lessee and against Owner.

5.10 Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant and its successors in interest to alter portion of the Development, or to construct such additional improvements as Declarant and its successors in interest deem advisable prior to completion and sale of the Development, subject to said county's requirements. Prospective purchasers and Declarant shall have the right to use the road, and access easements for access to all of Declarant's sales facilities and Declarant reserves the right to alter its construction plans and designs as it deems appropriate. All or any of the rights of Declarant under this Declaration, including those set forth in this section, may be assigned by Declarant to any person or entity by an express assignment incorporated in a recorded deed or by other instrument. Declarant shall exercise its right contained in this section in such a way as not to unreasonably interfere with the use and enjoyment of Property by persons entitled to use the same pursuant to this Declaration. The right reserved in this paragraph shall terminate on the tenth (10) anniversary of the close of the first escrow conveying a Parcel in the Development.

5.11 Protection of Mortgages or Deeds of Trust. A breach of any of the foregoing conditions and restrictions shall not affect, impair, defeat or render invalid the lien, charge or encumbrance, of any mortgage or trust deed made in good faith and for value which may then exist upon said land, which said mortgage or trust deed shall be and is hereby declared to be prior and superior to the reversionary or other rights in favor of any person or persons under and by virtue of these conditions and restrictions; provided, however, that in the event of foreclosure of an such trust deed or mortgage, or if the owner of the note secured by such trust deed or mortgage acquire title to said land in any manner whatsoever in satisfaction of his indebtedness, than any purchaser at the foreclosure or trustee's sale so acquired by them shall immediately upon such acquisition become subject to each and all of the conditions and restrictions and rights herein contained, but free from the effects of any breach occurring prior thereto.

5.12 Grantee's Acceptance. The grantee of any lot subject to the coverage and effect of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from owner or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements herein contained and also the jurisdiction, rights, and powers of owner and by such acceptance shall for himself, his heirs, personal representatives, successor and assigns, covenant, consent, and agree to with Declarant, and to and with the grantee and subsequent owners of each of lots within the tract to keep, observe, comply, and conform with said restrictions and agreements.

5.13 Water Rights. No water rights pursuant to Declarant's rights to Heiser Canyon/Dry Creek drainage rights are conveyed in any way whatsoever with the conveyance of any parcel in the Development. Any use of said water is subject to an agreement by Declarant separate and apart from any purchase agreement of any parcel. This section cannot be revoked, or amended by any party except Declarant, his heirs, or assigns and runs with the land.

5.14 Revisions and Amendments. Subject to the requirements of Section 110187 of the California Business and Professions Code or any other similar statute then in effect, and subject to the other provisions of this Declaration, this Declaration and any Supplementary Declaration and any Addition Agreement may be revoked or amended as follows:

Any revisions or amendments to any of said instruments, may be amended by affirmative written assent or vote of not less than sixty-six and two-thirds percent (66.66%) of the total of the then Owners. Each Parcel shall have one vote. Revision or amendments shall be effective when recorded in the Office of the County Recorder.



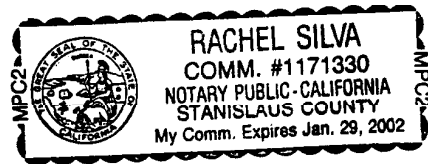
STATE OF CALIFORNIA }
COUNTY OF STANISLAUS } ss.

On MARCH 30, 2001, before me, RACHEL SILVA, Notary Public,
personally appeared IRWIN STEINPRESS

_____, 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.

WITNESS my hand and official seal.

Signature Rachel Silva



(This area for official notarial seal)

Title of Document _____
Date of Document _____ No. of Pages _____
Other signatures not acknowledged _____

Covenants, Conditions and Restrictions
of Red House Ranch

5.15 Duration-covenants to Run with the Land. Subject to the provisions of the Section entitled "Revision and Amendments" of this Article which permits amendments and revocations under certain limited circumstances, the covenants, conditions, restrictions, easements and other provisions of this Declaration shall run with the land pursuant to Section 1468 of the California Civil Code or any similar statute then in effect, and shall inure to the benefit of and be enforceable to the extent provided in this Declaration by any Owner or Declarant, their respective legal representatives, heirs, successors and assigns, for a term of fifty-nine (59) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, easements and other provisions shall be automatically extended for successive ten (10) years, unless an instrument, signed by two-thirds (2/3) of the then Owners has been recorded within one (1) year prior to the end of any such period, agreeing to revoke said covenants, conditions, restrictions, easements and other provisions in whole or in part. If applicable, all amendments and revocations pursuant to this Section shall comply with the requirements of Section 1101.7 of the California Business and Professions Code or similar statute then in effect.

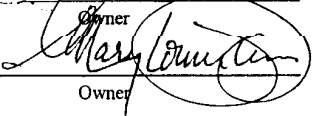
IN WITNESS WHEREOF, Declarants have executed this instrument as of this _____ day of _____, 2000.

Declarant:

By: _____
Irwin Steinpress

By: _____
Polly Steinpress

Signatures of Owners of Record:

Owner

Owner

#8
Parcel Number
Date 3/12/01
#8
Parcel Number
Date 3/12/01

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

STATE OF California

COUNTY OF Stanislaus

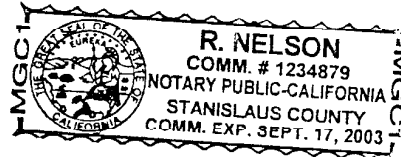
On March 12, 2001 before me, R. Nelson*****
(Name, Title of Officer)

personally appeared Mary Louise Schuster*****

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.

WITNESS my hand and official seal.

R. Nelson
(Signature of Notary Public)



(This area for notarial seal)

Covenants, Conditions and Restrictions
of Red House Ranch

5.15 Duration-covenants to Run with the Land. Subject to the provisions of the Section entitled "Revision and Amendments" of this Article which permits amendments and revocations under certain limited circumstances, the covenants, conditions, restrictions, easements and other provisions of this Declaration shall run with the land pursuant to Section 1468 of the California Civil Code or any similar statute then in effect, and shall inure to the benefit of and be enforceable to the extent provided in this Declaration by any Owner or Declarant, their respective legal representatives, heirs, successors and assigns, for a term of fifty-nine (59) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, easements and other provisions shall be automatically extended for successive ten (10) years, unless an instrument, signed by two-thirds (2/3) of the then Owners has been recorded within one (1) year prior to the end of any such period, agreeing to revoke said covenants, conditions, restrictions, easements and other provisions in whole or in part. If applicable, all amendments and revocations pursuant to this Section shall comply with the requirements of Section 1101.7 of the California Business and Professions Code or similar statute then in effect.

IN WITNESS WHEREOF, Declarants have executed this instrument as of this _____ day of _____, 2000.

Declarant:

By: _____
Irwin Steinpress

By: _____
Polly Steinpress

Signatures of Owners of Record:

Owner
Marwen H. Quaculas
Owner
Judith A. Quaculas
Owner

Parcel Number	Date
<i>29430</i>	<i>3/8/01</i>
<i>29430</i>	<i>3/8/01</i>

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

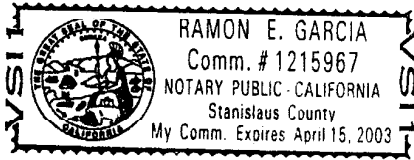
Parcel Number Date

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Stanislaus } ss.

On 3-8-2001 before me, Ramon E Garcia,
(DATE) (NOTARY)
personally appeared Judith A. Knowles
SIGNER(S)

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.



WITNESS my hand and official seal.

Ramon E Garcia
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

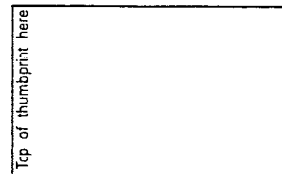
_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

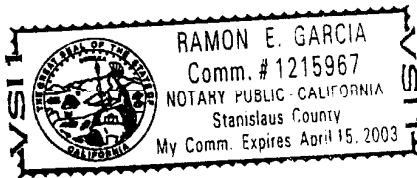


ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Stanislaus } SS.

On 3-8-2001 before me, Ramon E. Garcia,
(DATE) (NOTARY)
personally appeared Marvin G. Knowles
SIGNER(S)

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.



WITNESS my hand and official seal.

Ramon E. Garcia
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

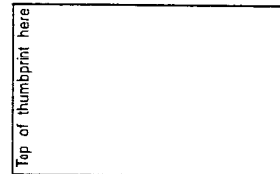
_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER



Covenants, Conditions and Restrictions
of Red House Ranch

5.15 Duration-covenants to Run with the Land. Subject to the provisions of the Section entitled "Revision and Amendments" of this Article which permits amendments and revocations under certain limited circumstances, the covenants, conditions, restrictions, easements and other provisions of this Declaration shall run with the land pursuant to Section 1468 of the California Civil Code or any similar statute then in effect, and shall inure to the benefit of and be enforceable to the extent provided in this Declaration by any Owner or Declarant, their respective legal representatives, heirs, successors and assigns, for a term of fifty-nine (59) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, easements and other provisions shall be automatically extended for successive ten (10) years, unless an instrument, signed by two-thirds (2/3) of the then Owners has been recorded within one (1) year prior to the end of any such period, agreeing to revoke said covenants, conditions, restrictions, easements and other provisions in whole or in part. If applicable, all amendments and revocations pursuant to this Section shall comply with the requirements of Section 1101.7 of the California Business and Professions Code or similar statute then in effect.

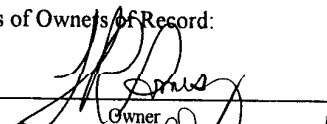
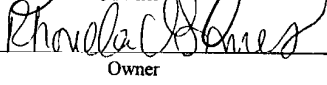
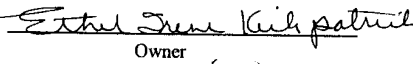
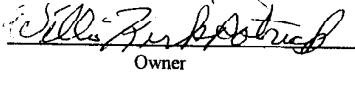
IN WITNESS WHEREOF, Declarants have executed this instrument as of this ____ day of _____, 2000.

Declarant:

By: _____
Irwin Steinpress

By: _____
Polly Steinpress

Signatures of Owners of Record:

 Owner	<u>36</u> Parcel Number	<u>2/12/01</u> Date
 Owner	<u>36</u> Parcel Number	<u>2-22-01</u> Date
_____ Owner	<u>36</u> Parcel Number	<u>3-13-01</u> Date
 Owner	<u>36</u> Parcel Number	<u>3-13-01</u> Date
 Owner	<u>36</u> Parcel Number	<u>3-13-01</u> Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

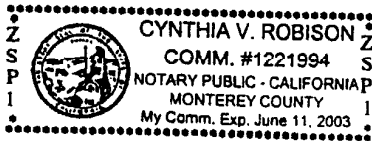
County of Monterey } ss.

On 2/22/01, before me, Cynthia V Robison, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Frank W. Gomes Jr Rhonda K. Gomes
Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Cynthia V Robison
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF Red House RANCH

Document Date: _____ Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Monterey } ss.

On March 13, 2001, before me, Lorena Castellanos, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Willie Kirkpatrick and Ethel Irene Kirkpatrick,
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Lorena Castellanos
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Covenants, Conditions and Restrictions
of Red House Ranch

5.15 Duration-covenants to Run with the Land. Subject to the provisions of the Section entitled "Revision and Amendments" of this Article which permits amendments and revocations under certain limited circumstances, the covenants, conditions, restrictions, easements and other provisions of this Declaration shall run with the land pursuant to Section 1468 of the California Civil Code or any similar statute then in effect, and shall inure to the benefit of and be enforceable to the extent provided in this Declaration by any Owner or Declarant, their respective legal representatives, heirs, successors and assigns, for a term of fifty-nine (59) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, easements and other provisions shall be automatically extended for successive ten (10) years, unless an instrument, signed by two-thirds (2/3) of the then Owners has been recorded within one (1) year prior to the end of any such period, agreeing to revoke said covenants, conditions, restrictions, easements and other provisions in whole or in part. If applicable, all amendments and revocations pursuant to this Section shall comply with the requirements of Section 1101.7 of the California Business and Professions Code or similar statute then in effect.

IN WITNESS WHEREOF, Declarants have executed this instrument as of this _____ day of _____, 2000.

Declarant:

By: _____
Irwin Steinpress

By: _____
Polly Steinpress

Signatures of Owners of Record:

<u>Willis Kirkpatrick</u> Owner	<u># 35</u> Parcel Number	<u>12-19-00</u> Date
<u>Ethel Irene Kirkpatrick</u> Owner	<u># 35</u> Parcel Number	<u>12-17-00</u> Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date
_____ Owner	_____ Parcel Number	_____ Date

JURAT WITH AFFIANT STATEMENT

State of California
County of Monterey } ss.

- See Attached Document (Notary to cross out lines 1 – 11 below)
- See Statement Below (Lines 1 – 11 to be completed only by document signer[s], *not* the Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

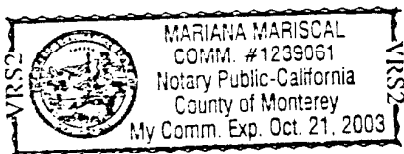
Subscribed and sworn to (or affirmed) before me

this 19 day of December, 192000 by

(1) Willie Kirkpatrick
Name of Signer

(2) Ethel I Kirkpatrick
Name of Signer

Mariana Mause
Signature of Notary Public



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

Covenants, Conditions and Restrictions
of Red House Ranch

5.15 Duration-covenants to Run with the Land. Subject to the provisions of the Section entitled "Revision and Amendments" of this Article which permits amendments and revocations under certain limited circumstances, the covenants, conditions, restrictions, easements and other provisions of this Declaration shall run with the land pursuant to Section 1468 of the California Civil Code or any similar statute then in effect, and shall inure to the benefit of and be enforceable to the extent provided in this Declaration by any Owner or Declarant, their respective legal representatives, heirs, successors and assigns, for a term of fifty-nine (59) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, easements and other provisions shall be automatically extended for successive ten (10) years, unless an instrument, signed by two-thirds (2/3) of the then Owners has been recorded within one (1) year prior to the end of any such period, agreeing to revoke said covenants, conditions, restrictions, easements and other provisions in whole or in part. If applicable, all amendments and revocations pursuant to this Section shall comply with the requirements of Section 1101.7 of the California Business and Professions Code or similar statute then in effect.

IN WITNESS WHEREOF, Declarants have executed this instrument as of this 23
day of Feb., 2000.

Declarant:

By: Irwin Steinpress

By: Polly Steinpress

Signatures of Owners of Record:

Owner
Kal Smalling
Owner

Parcel Number
138
Date
2/23/01

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date

Owner

Parcel Number Date



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Tuolumne } ss.

On Feb, 23, 2001, before me, Shannon Bailey Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Karl Smalling
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Shannon L Bailey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

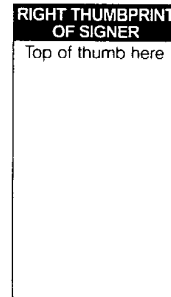
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Calaveras } ss.

On 3/30/01, before me, Stacy McCleese Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard A. Debusman + Nancy C. Debusman
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Stacy McCleese
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

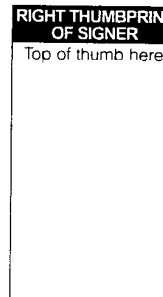
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



RECORDING REQUESTED BY
CALAVERAS COUNTY SURVEYOR

WHEN RECORDED MAIL TO:
Irwin Steinpress
3900 Pelandale Ave. #420-223
Modesto, Ca.

95356

Rel

Space above this line for Recorders use.

**CALAVERAS COUNTY
CERTIFICATE OF COMPLIANCE**

The following 45 described parcels comply with the applicable provisions of the Subdivision Map Act of the State of California and local ordinances pursuant thereto, in effect at the time of their creation.

NAME AND ADDRESS OF OWNER: Irwin & A. Polly Steinpress
3900 Pelandale Ave. #420-223
Modesto, Ca.
95356

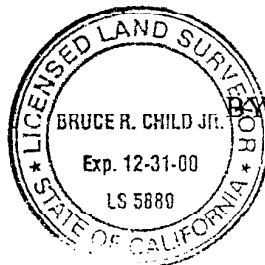
ASSESSORS PARCEL NUMBERS: A.P.N.s 50-005-06, 50-007-03 & 04,
50-008-11,12 & 21, 50-021-12 & 16,
50-022-01,05 & 06, 50-023-02,04 & 05,
50-024-09, 52-017-03,04,05 & 11 (as 45 parcels)

(LEGAL DESCRIPTION OF PROPERTY)

See Exhibit "A"

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act of the State of California and local ordinances enacted pursuant thereto. the parcel(s) described herein may be sold leased or financed without further compliance with the Subdivision Map Act or any local ordinance pursuant thereto. Development of the parcel(s) may require the issuance of a permit or permits, or other grant or grants of approval.

COUNTY SURVEYOR



Bruce R. Child Jr.
BRUCE R. CHILD JR., DEPUTY
P.L.S. 5889

certcom

RECORDED: 04/16/2001 FILE TIME: 08:35
CALAVERAS COUNTY, KAREN VARNI - CLERK-RECORDER
PAGE #: 0027 OF 0033
INST#: 2001 5616

"EXHIBIT A"

Page 1

DESCRIPTION OF PARCELS

PARCEL 1:

The Southwest quarter of Section 9, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 2:

The South half of the Northeast quarter of Section 9, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 3:

The Southeast quarter of Section 9, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 4:

The Southwest quarter of the Southwest quarter of Section 10, and the Northwest quarter of the Northwest quarter and the South half of the Northwest quarter of Section 15, T. 3 N., R. 11 E., M.D.M., Calaveras County, California

PARCEL 5:

The Northeast quarter of Section 16, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 6:

The West half of the Southwest quarter of Section 15, and the Northwest quarter of the Northwest quarter of Section 22, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 7:

The Northeast quarter of the Southwest quarter of Section 15, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 8:

The Southeast quarter of Section 15, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 9:

The Southeast quarter of the Southwest quarter of Section 15, and the East half of the Northwest quarter of Section 22, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

~~RECORDED: 10/19/1998 FILE TIME: 02:20~~
~~CALAVERAS COUNTY, KAREN VARNI CLERK-RECORDER~~

~~PAGE #: 0003 OF 0003~~
~~INST#: 1998 14515~~

RECORDED: 04/16/2001 FILE TIME: 08:35
CALAVERAS COUNTY, KAREN VARNI - CLERK-RECORDER

PAGE #: 0029 OF 0033
INST#: 2001 5616

PARCEL 10:

The North half of the Northeast quarter of Section 22, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 11:

The South half of the Northeast quarter of Section 22, and the South half of the Northwest quarter of Section 23, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 12:

The Southeast quarter of Section 22, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 13:

The Southwest quarter of Section 14, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 14:

The Southeast quarter of Section 14, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 15:

The North half of the Northeast quarter and the North half of the Northwest quarter of Section 23, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 16:

The Southwest Quarter of Section 6, T. 2 N., R. 12 E., M.D.M., Calaveras County, California.

Excepting therefrom, Parcel "A", Record of Survey Book 18, Page 21, Calaveras County Records, Calaveras County, California.

PARCEL 17:

The Southeast quarter of Section 23, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 18:

The Southwest quarter of Section 23, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 19:

The North half of the Northwest quarter, the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 27, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 20:

The South half of the Southwest quarter and the West half of the Southeast quarter of Section 27, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

~~RECORDED: 10/19/1998 FILE TIME: 02:20~~
~~CALAVERAS COUNTY, KAREN VARNI CLERK-RECORDER~~

~~PAGE #: 0004 OF 0008~~
~~INST#: 1998 14315~~

RECORDED: 04/16/2001 FILE TIME: 08:35
CALAVERAS COUNTY, KAREN VARNI - CLERK-RECORDER

PAGE #: 0030 OF 0033
INST#: 2001 5616

"EXHIBIT A"(cont.)
Page 3

PARCEL 21:

The Northeast quarter of Section 27, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

Excepting therefrom, all that portion conveyed to Jacob F. Tower by deed recorded December 6, 1899 in Book 38 of Deeds, Page 651, Calaveras County Records.

Also excepting therefrom, all that portion conveyed to Horace E. Cooper by deed recorded July 31, 1944 in Book 29 of Official Records, Page 299, Calaveras County Records.

PARCEL 22:

The Northeast quarter of the Southeast quarter of Section 27, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

Excepting therefrom, all that portion conveyed to Horace E. Cooper by deed recorded July 31, 1944 in Book 29 of Official Records, Page 299, Calaveras County Records.

PARCEL 23:

The Southeast quarter of the Southeast quarter of Section 27, the Southwest quarter of the Southwest quarter of Section 26, and the West half of the Northwest quarter of Section 35, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

Excepting therefrom, all that portion conveyed to Horace E. Cooper by deed recorded July 31, 1944 in Book 29 of Official Records, Page 299, Calaveras County Records.

PARCEL 24:

The Northwest quarter of Section 26, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

Excepting therefrom, all that portion conveyed to Horace E. Cooper by deed recorded July 31, 1944 in Book 29 of Official Records, Page 299, Calaveras County Records.

PARCEL 25:

The Northeast quarter of Section 34, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 26:

The Northwest quarter of the Southeast quarter of Section 34, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 27:

The Southwest quarter of the Southeast quarter, and the East half of the of the Southeast quarter of Section 34, and the Southwest quarter of the Southwest quarter of Section 35, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

"EXHIBIT A"(cont.)
Page 4

PARCEL 28:

The Southeast quarter of the Northwest quarter, The North half of the Southwest quarter, and the Southeast quarter of the Southwest quarter of Section 35, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 29:

The South half of the Northeast quarter, and the North half of the Southeast quarter of Section 35, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 30:

The South half of the Southeast quarter of Section 35, T. 3 N., R. 11 E., M.D.M., and the North half of the Northeast quarter of Section 2, T. 2 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 31:

Section 36, T. 3 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 32:

The Northeast quarter of Section 3, T. 2 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 33:

The Northwest quarter of Section 2, T. 2 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 34:

The South half of the Northwest quarter, and the North half of the Southwest quarter of Section 31, T. 3 N., R. 12 E., M.D.M., Calaveras County, California..

PARCEL 35:

The South half of the Northeast quarter, and the North half of the Southeast quarter of Section 2, T. 2 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 36:

The South half of the Southeast quarter of Section 2, T. 2 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 37:

The Northwest quarter of the Northwest quarter of Section 1, T. 2 N., R. 11 E., M.D.M., Calaveras County, California.

PARCEL 38:

The East half of the Northeast quarter of Section 1, T. 2 N., R. 11 E., M.D.M., Calaveras County, California.

"EXHIBIT A"(cont.)

Page 5

PARCEL 39:

All that portion of the Southwest quarter of Section 1, T. 2 N., R. 11 E., M.D.M., lying North of Hunt Road, Calaveras County, California.

PARCEL 40:

All that portion of the Southwest quarter of the Southeast quarter of Section 1, T. 2 N., R. 11 E., M.D.M., lying North of Hunt Road, Calaveras County, California.

PARCEL 41:

The South half of the Southwest quarter, and the South half of the Southeast quarter of Section 31, T. 3 N., R. 12 E., M.D.M., Calaveras County, California.

PARCEL 42:

The Northwest quarter of Section 6, T. 2 N., R. 12 E., M.D.M., Calaveras County, California.

PARCEL 43:

The West half of the Northeast quarter of Section 6, T. 2 N., R. 12 E., M.D.M., Calaveras County, California.

PARCEL 44:

The East half of the Northeast quarter of Section 6, and the West half of the Northwest quarter of Section 5, T. 2 N., R. 12 E., M.D.M., Calaveras County, California.

PARCEL 45:

The Southeast quarter of Section 6, T. 2 N., R. 12 E., M.D.M., Calaveras County, California.

EXHIBIT "B"

RECORDED: 04/16/2001 FILE TIME: 08:35
CALAVERAS COUNTY, KAREN VARNI - CLERK-RECORDER

PAGE #: 0033 OF 0033
INST#: 2001 5616

Legal Description

All that certain Parcel of land lying within the Unincorporated Area of the County of Calaveras, State of California, and described as follows:

Parcels 1 THROUGH 45 inclusive as shown on "Record of Survey for Boundary Line Adjustment", recorded February 16, 2000 in Book 19 of Record of Surveys at Page 80, Calaveras County Records.