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Irwin Steinpress
4871 Hunt Road
Farmington, CA 95230

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FIRST AMERICAN TITLE INS. CO.

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
RED HOUSE RANCH

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 22nd day of October, 1999 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

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 scheme 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 value, desirability and attractiveness of the Development, this Declaration establishes an Architectural 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 water and 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.

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 "Designated Representatives" shall mean and refer to the Secretary of the Architectural Review Committee.

1.3 "Architectural Review Committee" shall mean and refer to the committee provided for in Section 2.1 herein entitled "Architectural Control".

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

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

1.7 "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.

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

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

1.10 "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.

1.11 "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 Control. 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, one (1) of whom must be a building designer. 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, and conformity of design and construction with ranching and agricultural activities. Declarants hereby appoint the following persons to the Architectural Review Committee:

Irwin Steinpress, Polly Steinpress, Russell Thomas

2.3 Appointment and Designation. (a) 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.

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

(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 all lots 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. (a) In the event 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 of Calaveras 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 or deemed approved plans and specifications.

(b) If any building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property, other than in accordance with the plans and specifications approved in writing by the Architectural Review Committee, such erection or placing shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by this Declaration of Restrictions.

2.5 Address. The address of the Architectural Review Committee is 4871 Hunt Road, Farmington, California, 95230, or such other place as may from time to time be designated by the Architectural Review Committee by a written instrument recorded in the Calaveras 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 Submission (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 specification 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 of Calaveras, including plot plan showing lot and block and placement of building, garage, outbuildings and walls or fence.

ii. Front elevations and both side elevations, or front elevations and one side elevation and rear elevation of building plus elevations of walls and fences.

iii. A perspective drawing, if deemed necessary by the Committee to interpret adequately the exterior design.

iv. Data as to materials, color and texture of all exteriors including roof coverings, fences and walls.

(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 one year.

(e) Every building or other improvements or structure mentioned in this Declaration which is commenced shall be forthwith completed.

(f) Any agent or member of the Architectural Review Committee, Declarants, or their authorized representative, may at any reasonable time during the construction, alteration, or remodeling, enter and inspect any building or property located in the tract, whenever such agent, member or representative may believe that a violation of the conditions, covenants, restrictions, or reservations is occurring or has occurred.

(g) The above does not relieve any parcel owner from obtaining all applicable use permits and meeting all applicable County requirements for animal and agricultural use.

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

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 and repeal 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. In this regard, the Architectural Review Committee in its sole discretion may adopt (and therefore amend and/or appeal) different standards and rules and regulations for different Development Areas, and in so doing may be guided by the desires of Owners. In formulating such standards, rules and regulations, the Architectural Review Committee shall do so in a manner which maintains and enhances the ranching and agricultural viability of the Development.

2.9 Design Criteria. The right of an Owner to construct, reconstruct, refinish, alter or maintain any improvement upon, under or above any Parcel, or to make or create any excavation thereon, or to make any change in the natural or existing surface drainage thereof, or to install any utility line (wire or conduit) thereon or thereover, or to destroy or remove any tree therefrom, shall be subject to all of the following limitations and conditions of this section.

(a) Intent. The following restrictions for improvement design at the Red House Ranch shall be interpreted as a set of restraints established for the purpose of creating a unified architectural and aesthetic consistency and tone for the Red House Ranch, so that each Residential Dwelling Unit in the entire Development will harmonize with the beauty of the natural surroundings and the historical character of the areas, through the utilization of Early California/ Spanish, Country, Spain or Ranch architectural styles.

2.10 Building Type and Number of Improvements. (a) No lot shall be used except for single family and allowed agricultural purposes, except that the existing two story home on Parcel 19 may be or may not be used for a "retreat" or "bed and breakfast" type use.

(b) Bungalow courts, duplex dwelling, apartment houses and like structures, shall not be deemed to be single unit dwelling houses within the meaning of this Declaration.

(c) 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 a forty (40) acres to sixty (60) acres Parcel:
Only one single family home is allowed, which dwelling must be at least 1600 square feet. Only two (2) out buildings are allowed.

ii. On sixty-one (61) acre to eighty (80) acre Parcels: Two (2) single family dwellings are allowed. The first home built must be a minimum of 1600 square feet. The second single family dwelling must be a minimum of 1200 square feet. Only two (2) outbuilding are allowed.

iii. On eighty-one (81) and larger Parcels: The same residential requirements as set forth in subparagraph (ii) of this Declaration shall apply. Four (4) outbuilding are allowed.

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

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

(f) All homes must have a minimum of a two (2) car garage.

2.11 Special Provisions. Parcel #5, consisting of fifty (50) acres, shall be allowed two (2) houses as provided in (c) (ii) of Section 2.10 herein.

2.12 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. The minimum roof slope shall be 4:12. The maximum roof slope shall be 8:12. Flat roofs are prohibited.

(c) Roof Forms and Materials. Roof overhangs shall be incorporated into designs, especially in conjunction with veranda and patio areas. Roof material shall be fired clay barrel tile, flat concrete tile, flat clay tile, fire resistant heavy shake or such other materials acceptable to the Architectural Review Committee and consistent with governmental rules and regulations, and installed as designed to reflect Early California Spanish, Country, Spain and Ranch architectural styles.

(d) Exterior Walls. Wall finish materials shall be cement plaster, or unfinished or plaster coated stabilized above block, natural woods, brick, native stone or rock, as approved on a site-by-site basis by the Architectural Review Committee. Reflective materials shall not be used for exterior finishes except for hardware items. Colors on exterior surfaces shall be earth tone and harmonious with natural materials which are present on the Parcel and adjacent natural areas and view sheds. If the architectural design matches the Country Spain design of the existing two-story home, a white color may be used.

(e) Heating and Cooling System. Exterior or roof mounted systems must be screened from view by a solid screen so that such systems are not visible from roads and adjacent parcels. Roof mounted solar panels shall be mounted in a plane parallel to the roof plane and must not extend over twelve (12) inches above the roof plane. 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 as shown on "Fencing Exhibit". All other fencing must be approved by Architectural Review Committee. New frontage fencing shall have a minimum set back of thirty (30) feet from the center of the road.

(g) Trash Areas. All rubbish disposal containers or areas shall be screened from view from adjacent roads or residence by a solid screen fence, colored to match other wood trim used on the Residential Dwelling Unit.

(h) Spark Arresters. Fire spark arresters shall be maintained on all chimneys.

(i) House Numbers. Individual residence numbers must be placed at the location where the driveway enters the Parcel. The numbers must be clearly visible.

(j) Sewage Disposal. Septic tanks shall be located to meet all County health regulations. The location must be approved by the Architectural Review Committee.

(k) 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. Approval of such system as installed shall obtained from such Authority.

(l) Antennae. Antennae, including satellite dishes, shall not be allowed within the area of individual Parcels unless they are screened from view from adjacent Parcels.

(m) Wells. Water wells or independent water supply systems shall be constructed or maintained on individual Parcels, in conformance with County regulations.

(n) Exterior Lighting. Exterior lighting shall be approved by the Architectural Review Committee so as to minimize impacts on adjacent properties.

(o) Landscaping. Landscaping surrounding any residence must be completed within eight months of completion of residence. All residences must be landscaped.

The use of native and drought tolerant plants is encouraged. Existing trees and shrubs shall be preserved to the greatest extent possible. No oak tree shall be removed without the Architectural Review Committee's approval or without County permit, if required.

(p) 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. Approval is needed by the Architectural Review Committee for all improvements.

2.12 Animals. (a) No more than two animals per acre may be kept on a Parcel.

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

(c) All fowl must be for domestic use only.

(d) All domestic fowl that have flight capabilities must be kept in covered pens; examples would be raising pigeons or peacocks.

(e) All animals are to be kept in healthy, humane and sanitary conditions, and shall not become a nuisance to other owners or occupants of subject tract.

2.13 Governmental. All Parcels are subject to all applicable County, State and Federal laws.

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

2.15 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.

2.16 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.

2.17 Unlawful Activity. No Owner or occupant shall engage in activity within the Development which is in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body. Notwithstanding the foregoing, (i) nothing herein shall be construed as preventing Declarants and its agents and assigns from engaging in all forms of construction and sales activities within the Development, and (ii) nothing herein shall be construed as preventing the full development and enhancement of agricultural and ranching activities.

2.18 Signs. No sign of any kind shall be displayed to the public view on or from the Development without approval of the Architectural Review Committee. Notwithstanding the foregoing, a sign of reasonable dimensions advertising a Parcel for sale or lease may be placed within such Parcel by the Owner thereof or by his agent.

2.19 Prohibited Structures. Temporary living quarters of any type will not be permitted upon any Parcel. No mobile homes, modular homes, pre-fabricated or move-in homes, shacks, tents, or trailers shall be allowed on any Parcel, except that mobile homes having 1600 square feet or more are allowed on Parcels exceeding 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.

2.20 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.

2.21 External Fixtures. No external items such as, but not limited to, satellite receivers, solar panels, wind powered generating or pumping machines, television and radio poles and antennas, flag poles, clotheslines, wiring, insulation, air-conditioning equipment, water softening equipment, fences, awning, ornamental screens, screen doors, porch patio or balcony enclosures, sunshades, walls, landscaping and planting, other than those provided in connection with the original approved construction plans and any replacements thereof, and other than those approved by the Architectural Review Committee and any replacements thereof, shall be constructed, erected or maintained on any Parcel.

2.22 External Laundrying. External laundrying and drying of clothing and other items on any Parcel is prohibited, unless screened from view from roads or adjacent Parcels.

2.23 Unightly Items. All trucks, equipment, woodpiles, refuse containers, or unsightly materials or objects of any kind shall be obscured from view to the extent required by the Architectural Review Committee. All rubbish, construction materials, debris, and junk of any kind shall not be allowed to accumulate on any Parcel.

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

2.25 Maintenance. No building or structure upon any property covered by this Declaration shall be permitted to fall into a state of disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted.

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

2.27 Permitted Use. (a) 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.

(b) The two story home on Parcel 19 may be used as a "retreat" subject to County approvals.

2.28 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.

2.29 Action. All action by the Architectural Review Committee may be taken upon the vote or written consent of a majority of the members thereof.

2.30 No Waiver of Future Approvals. The approval of the Architectural Review Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

2.31 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon Completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

(b) Within thirty (30) days thereafter, the Architectural Review Committee or its duly authorized representative may inspect such Improvement. If the Architectural Review Committee finds that such work was not done in substantial compliance with the approved plans it shall notify the Owner in writing of such noncompliance specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Architectural Review Committee may proceed in accordance with all legal rights and entitlements.

(d) If for any reason the Architectural Review Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion for the Owner, the Improvement shall be deemed to be in accordance with said approved ideas.

2.31 Priority of Agricultural/Ranching Uses. In formulating rules, regulations, design and building standards, and in exercising review and approval authority pursuant to this article, special attention shall be given by the Architectural Review Committee to avoid and mitigate to the greatest extent feasible the potential adverse impacts of construction and design of any single family residences upon the maintenance and enhancement of the agricultural and ranching viability of the Development, as well as the harmony and consistency of proposed design and construction with the natural surroundings. To achieve these goals, the Architectural Review Committee may without limitation (a) require the installation of fencing or other structures on individual Parcels sufficient to contain domestic animals within the confines of the Parcels so as not to harass, annoy, bother or interfere with grazing operations upon other property; (b) require the installation of cattle gates to prevent ranch livestock from entering the area of each parcel.

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

ARTICLE 3

Use Restrictions

3.1 Limitations Upon All Use Restrictions. Each and all of the provisions of this Article shall be subject to the rights of, and shall in no way limit the rights of Declarants as set forth in the Section entitled "Construction and Sales" of the Article hereof entitled "Easements" and as set forth in the Section entitled "Construction by Declarant" of the Article hereof entitled "General Provisions"; provided, however, nothing in this Article shall permit the exercise of such rights by Declarants in a manner which would unreasonably interfere with the rights of an Owner to own, use or operate, as applicable, his Parcel or the Usable Association property as set forth in this Declaration. This Section may not be modified or eliminated without the prior approval of Declarants.

3.2 Priority of Agricultural and Ranching Uses. 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 condition, covenant and restriction of the Development:

"Grantors hereby reserve to themselves, their successors, assignees, agents, and lessees the right to fully utilize portions of the Red House Ranch in accordance with agricultural practices generally accepted from time to time in Calaveras County, and without limitation, pursuant to such uses, to use agricultural chemicals, herbicides, pesticides and fertilizers, and to till, spray, graze, maintain and enhance such adjacent agricultural properties."

"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, and may cause mental and emotional discomfort. Calaveras 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."

In the event of conflicts between residential and agricultural uses, this Declaration shall give priority to agricultural uses of the Development and in such manner as to most effectively maintain and enhance the viability of agricultural uses.

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, and cable television 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 Cable Television. There is hereby reserved to Declarant over the Development and for as long as Declarants owns a Parcel in the Development, together with the right to transfer same, the right to cause to be placed upon, under or across the Development transmission lines and other facilities for a cable antenna television system and thereafter to permit others to own such lines and facilities and to convey the right to others to enter upon the Development to service, maintain repair, reconstruct and replace said lines and facilities; provided, however, that the exercise of such rights shall not unreasonably interfere with any Owner's or occupant's reasonable use and enjoyment of his Residential Dwelling Unit. The foregoing notwithstanding, nothing herein or elsewhere within the Declaration shall require installation of a cable antenna television system within the Development.

4.4 Construction and Sales. There is hereby reserved to Declarant, including, without limitation, its sales agents and representatives, together with the right in Declarant to grant and transfer the same, as may from time to time exist and over Parcels which have not been conveyed to Individual owners, and over those unoccupied portions of the Development, easements and rights for construction, display and exhibit purposes in connection with the erection, sale or lease of building structures containing Residential Dwelling Units within the Development, including, but not limited to, the right to erect all types of sales displays including signs, markers and the like, and the right to carry on all forms of construction and sales activities and related activities within the Development, including the use of temporary structures and trailers for sales and construction purposes; provided, however, that such use shall not unreasonably interfere with the rights of an occupant to the use and enjoyment of his Residential Dwelling Unit, or Parcel. In addition, there are hereby reserved to Declarants, including, without limitation, its subcontractors and agents, the right to enter upon the entirety of the Development for purposes of completing construction and

remedying construction defects, and for purposes of constructing upon any portion of the Development such additional improvements as Declarants or their agents may consider necessary or appropriate in connection with construction and sales activities.

4.5 Settlement and Drainage. There is hereby reserved to Declarants and the other Owners within the Development easements and rights appurtenant to their property which is contiguous to the property of another with the Development, there being the dominant tenement and the contiguous property of another, being the servient tenement, for the purpose of accommodating the natural settlement of structures and for the purpose of permitting drainage from the dominant tenement over and across the servient tenement, provided that such uses do not interfere with the agricultural and ranching uses of the property and are approved by the Architectural Review Committee.

4.6 Encroachment. There is hereby reserved to Declarants and the other Owners within the Development, easements and rights appurtenant to their property which is contiguous to the property of another within the Development, their property being the dominant tenement and contiguous property of another, being the servient tenement provided that the Architectural Review Committee approves such use, and not otherwise inconsistent with this Declaration, as follows:

(a) In favor of the dominant tenement over the servient tenement, for maintenance by the owner of the dominant tenement of any dwelling or other structure situated thereupon, including, without limitation, cattle guards, gates and fences which abuts the boundary of the servient tenement, the maintenance of all or a portion of which is feasible only by entry by Owner of the dominant tenement upon the servient tenement.

(b) In favor of the dominant tenement over the servient tenement, by reason of the original payment by Declarants of improvements and the continuing maintenance and replacement thereof.

4.7 Nature of Easements. As to easements reserved to Declarants herein, when transferred to an Owner or in a separate instrument, shall be appurtenant to the interest conveyed.

4.8 Transfer of Easements. Any easement reserved to Declarants, together with the right to grant and transfer the same to Owners, Declarant may convey said easements to the owners in the same instrument conveying the interest required to be an owner or in a separate instrument by specific description or be reference in said instrument. Conveyance of easements is solely at the option of Declarants. No owner shall have the right to grant or establish a utility easement of any kind to any parcel or property without the written approval of Declarants.

4.9 Electrical System. Declarants reserve and to 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. Declarants hereby reserve the right to themselves, their successors and assigns, the right to any payments for said system which may be received upon transfer of the system to a duly authorized public utility company. Parcel owners agree to pay said sums to Declarants, their successors and assigns, upon receipt of such payment. 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.

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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. The foregoing notwithstanding, with respect to architectural control, the Architectural Review Committee shall have the exclusive right to the enforcement thereof.

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

5.5 Construction the provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community substantially in accordance with the Red House Ranch Development Plan. And any amendment thereto to the extent real property within the Plan Area is subjected to the plan of this Declaration as well as for the maintenance of the Development. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

5.6 Singular Includes Plural Whenever the context of this Declaration requires the same, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

5.7 Nuisance And Violations Of The result of every act or omission whereby any provisions, condition, covenant, restriction, easement or other provision contained in this Declaration, is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Architectural Review Committee, Declarants, or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

5.8 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.

5.9 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 Calaveras 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.

5.10 Effect of Declaration This Declaration is made for the purpose set forth in the recitals to this Declaration, and Declarants makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinance, regulations and the like applicable thereto. Declarants shall have no liability whatsoever if any of the provisions of this Declaration, is determined to be unenforceable in whole or in part or under certain circumstances.

5.11 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.

5.12 Nonliability of Officials. To the fullest extent permitted b law, the Architectural Review Committee shall not be liable to any person or entity for any damage, loss, prejudice, suffered or claimed on account of any decisions, approval or disapproval, course of action, act, omission, error, negligence, or the like made in good faith within such committee or persons reasonably believed to within the scope of his or her duties. Every Owner or persons who submits plans to the Architectural Review Committee agrees that he will not bring suit or any action against Declarants or any such committee member.

5.13 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. All leases shall be in writing. 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 in Unlawful against his lessee who is in violation of this Declaration within ten (10) 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.

5.14 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. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Development such structures and displays as may be reasonably necessary for the conduct of its business of completing the construction of the Development and disposing of the same by sale, lease or otherwise. 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.

5.15 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.

5.16 Grantees 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.

5.17 Water Rights. No water rights pursuant to Declarants rights to Heiser Canyon/Dry Creek drainage rights per instrument dated October 27, 1999 between Red House Irrigation District and Red House Ranch, 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.

5.18 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:

(a) Prior to the conveyance of the first Parcel in any phase of the Development to an individual Owner, this Declaration and any amendments thereto may be amended or revoked by the execution by Declarant of any instrument or revoking same.

(b) Subsequent to the conveyance of the first Parcel in any phase of the Development to an individual Owner, this Declaration and any Supplementary Declaration covering an annexed area in which a conveyance of a Parcel to an Individual Owner has been made, and any amendments to any of said instruments, may be amended by affirmative written assent or vote of not less than sixty-six and two-thirds (66.66%) of the total of the then Owners.

(c) An amendment or revocation which only requires the execution of an instrument by Declarant or such record owner as hereinabove provided shall be effective when executed by Declarants or such record owner and when recorded in the Office of the County Recorder of Calaveras County. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the Architectural Review Committee, which shall certify that the amendment has been so approved, and when the amendment has been recorded in the Office of the County Recorder of Calaveras County, it shall become effective.

5.19 Duration-Covenants to Run with the Land. Subject to the provisions of the Section entitled "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.

(a) The provisions of Subsection (f) of this Section shall not apply to amendments and revocations pursuant to Subsections (a) and (c) of this Section 5.19.

(b) Section 5.17, Water Right, cannot be amended or revoked except by Declarants, their heirs or assigns, and is excluded from provisions of Sections 17 and 18.

(c) 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 the 22 day of October, 1999.

Declarant.

By: Irwin Steinpress
Irwin Steinpress

By: Polly Steinpress
Polly Steinpress

Irwin Steinpress
her attorney in fact
by Irwin Steinpress Attorney
in fact

STATE OF CALIFORNIA } ss.
COUNTY OF Calaveras }

On 10/22/99 before me, D.K.Frick personally appeared Irwin Steinpress and 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 D.K. Frick



ILLEGIBLE NOTARY SEAL DECLARATION
GOVERNMENT CODE SECTION 27361.7
I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:
Name of Notary D.K. FRICK
Date Commission Expires MAY 3 2003
Executed At: SAN ALBA CA Date: 10-26-99
Signature: Dave Kalle
Firm Name (if any) FIRST AMERICAN TITLE

RECORDING REQUESTED BY
CALAVERAS COUNTY SURVEYOR

EXHIBIT A

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

6

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

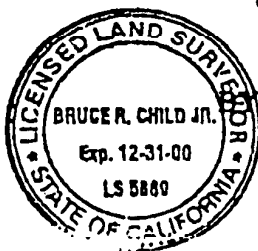
ASSESSORS PARCEL NUMBERS: A.P.N.s 50-005-06, 50-007-03 & 04,
50-008-11,12 & 21, 50-021-12 & 16,
50-022-01,05 & 06, 50-023-02,04 & 05,
50-024-09, 52-017-03,04,05 & 11 (as 45 parcels)

(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

"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.

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 0006
INST#: 1998 14515

"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.

RECORDED: 10/26/1999 FILE TIME: 08:50
CALAVERAS COUNTY, KAREN VARNI - CLERK-RECORDER

PAGE #: 0022 OF 0022
INST#: 1999 16472

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

PAGE #: 0006 OF 0006
INST#: 1998 14515

"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.