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OFFICIAL RECORDS
TEHAMA COUNTY, CALIFORNIA

Amended Combined Declaration of Restrictions

Rancho Tehama Units No. I and No. II

Ed & B. Williams
14.00 - *14.00*

This Amended Combined Declaration made this 26 day of August, 1970, by the Bank of California, N.A. Trustee, herein referred to as Trustee.

WITNESSETH:

WHEREAS, Trustee is the record owner of (a) at least two-thirds (2/3) of all the real property set forth and described on that certain map entitled "Rancho Tehama Unit I," consisting of 22 sheets, recorded in the Office of the County Recorder of Tehama County, California, on July 1, 1969, in Book P of Subdivisions, Page 93 (hereinafter referred to as "Map I"), and (b) at least two-thirds (2/3) of all the real property set forth and described on that certain map entitled "Rancho Tehama Unit II" consisting of 73 sheets, recorded in the Office of the County Recorder of Tehama County, California on March 18, 1970, in Book P of Subdivisions, Page 168 through 243 inclusive (hereinafter referred to as "Map II"), said Map I and Map II hereinafter sometimes referred to collectively as "Maps";

WHEREAS, all of the real property described in Map I comprises in the aggregate a single subdivision unit and all of the real property described in Map II comprises in the aggregate a single subdivision unit (said two units herein collectively referred to as "Units") each of which is one of several units in the Rancho Tehama general subdivision (herein called "Subdivision") which have been or shall be developed from adjoining lands owned by Trustee and annexed to the Subdivision as detailed herein;

WHEREAS, there are 586 subdivided lots set forth and described in the recorded Map I, numbered 1 through 586 respectively, each one of which is subject to a certain Declaration of Restrictions, Rancho Tehama Unit No. I, made by Trustee, dated the 1st day of July, 1969, and recorded in the Office of the County Recorder of Tehama County, California, on July 1, 1969, in Book 530 of Official Records, Page 594, as amended by a certain Amendment to Declaration of Restrictions, Rancho Tehama Unit No. I, dated April 6, 1970, and recorded in the Office of the County Recorder of Tehama County, California, on April 14, 1970, in Book 546, page 547;

WHEREAS, there are 1434 subdivided lots set forth and described in said recorded Map II, numbered 1 through 1434 respectively, each one of which is subject to a certain Declaration of Restrictions, Rancho Tehama Unit No. II, made by Trustee, dated the 17th day of March, 1970, and recorded in the Office of the County Recorder of Tehama County, California, on March 18, 1970, in Book 545 of Official Records, Page 311;

WHEREAS, said Declarations of Restrictions, Rancho Tehama Unit No. I and Unit No. II, each provide in Paragraph 2 thereof for the amendment of the respective mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter collectively called "Restrictions") contained therein prior to January 1, 1980, by a vote of the then record owners of two-thirds (2/3) of the lots comprising each unit; and

WHEREAS, Trustee, as the record owner of at least the requisite two-thirds (2/3) of the lots in each of the Units, hereby votes in favor of combining the Declaration of Restrictions, Rancho Tehama Unit No. I, and the Declaration of Restrictions, Rancho Tehama Unit No. II, into this Amended Combined Declaration of Restrictions, Rancho Tehama Units No. I and No. II, so that all of the lots in each of the Units will be subject to the same mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Units and Subdivision, and the present and future owners of said lots.

NOW, THEREFORE, Trustee hereby amends said Declarations of Restrictions and declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Maps and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such Restrictions.

1. APPLICABILITY

These Restrictions shall apply to subdivided, numbered lots only and are specifically excluded from application to other lands designated on the Maps as parcels or as lands of Trustee, which parcels and lands are intended for future commercial, multiple dwelling, single family residence, or recreational uses.

2. TERM

These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1995, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to

change the covenants in whole or in part; provided, however, that at any time before January 1, 1980, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots and thereafter by a majority of such owners.

3. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Units and the Subdivision to which they are applicable, as herein provided, and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Units and Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future units of the Subdivision in conformity with the general scheme of improvement of all lands to be included herein.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENT

No lot shall be used except for residential purposes and no structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling, including a private garage, and, in the case of a lot contiguous to a lake or shoreline, a boat shelter, pier, or other similar structure approved as set forth in these restrictions, except that this provision shall not apply to any lot as to which the Rancho Tehama Association (described below) has approved multiple residential or commercial use, which approval shall not be granted for more than 35 lots.] — see amendment

5. RANCHO TEHAMA PROPERTIES ASSOCIATION

Every person, including Trustee, who acquires title, legal or equitable, to any lot in the Subdivision shall become a member of The Rancho Tehama Association, a California nonprofit corporation, herein referred to as "Association"; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust.

The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.

The Association shall be responsible for the maintenance, repair, and upkeep of the private streets, parks,

lakes and airport within the Subdivision and the appurtenant drainage and slope easements reserved by Trustee. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Subdivision as it may from time to time own.

The Association shall have all the powers that are set forth in its articles of incorporation and by-laws or that belong to it by operation of law, including the power to levy against every lot in the Subdivision uniform annual charges as set forth in its by-laws; provided, however, that no such charge is or shall be levied against or payable by Trustee, the Association itself, or any corporation that may be created to operate any Utilities servicing the Units or Subdivision, or any lake, dam, beach, golf course, tennis court, shooting range, clubhouse, clubhouse grounds or other similar recreational facilities within the Units or Subdivision solely by reason of control thereof. Notwithstanding anything herein to the contrary, expenses incurred by the Association in the maintenance of its properties and in the furthering and promoting of its purposes shall be borne proportionately by all lot owners, as herein provided, including Trustee insofar as it retains any lots within the Subdivision.

Every such charge made shall be paid by the member to the Association on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of the annual charge. Written notice of the charge so fixed and the date of payment shall be sent to each member. Said charges shall remain a lien upon the property of the respective member until paid.

Upon the adoption of a resolution of charges, the Association shall forthwith cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the County Recorder of Tehama County, California.

Such recorded notice shall embody said resolution and state the rate of the charge, the time payable, and when it becomes a lien. When paid, the Association shall from time to time execute, acknowledge and record in the Office of the County Recorder of Tehama County, California, a release or releases of lien with respect to the property for which payment has been made. Full receipts shall be issued to lot owners upon payment.

Each lot owner in the Subdivision shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Trustee or a subsequent owner of such lot, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including attorneys fees;

and the obligation to pay such charges, interests and costs thereby constitutes an obligation running with the land. Sale or transfer of any lot shall not affect any lien for charges provided for herein.

All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that no proceeding for foreclosure shall be commenced except upon the expiration of four (4) months from and after the date the charge giving rise to such lien becomes due and payable.

Liens of first mortgages and/or first trust deeds placed upon any lot for the purpose of constructing a residence or other improvements thereon which are recorded in accordance with the laws of the State of California, shall be, from the date of recordation of such, superior to any and all such liens provided for herein.

The funds arising from such charges, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of property owners in the Subdivision, all as set forth and provided in its articles of incorporation and by-laws.

6. ENVIRONMENTAL CONTROL COMMITTEE

All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

The Committee shall be composed of three (3) members to be appointed by Trustee. Committee members shall be subject to removal by Trustee and any vacancies from time to time existing shall be filled by appointment of Trustee, or in the event of Trustee's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Association. When ninety percent (90%) of the lots in the Subdivision shall have been sold by Trustee, the Board of Directors of the Association shall have complete control of the appointment and removal of Committee members. Either a lapse of eighteen (18) months between filings of unit maps of the Subdivision, provided that ninety percent (90%) of the then aggregate number of lots in all recorded units of the Subdivision have been sold by Trustee, or a lapse of three (3) years from the date of the Final Subdivision Public Report of

the California Division of Real Estate applicable to the next preceding unit of the Subdivision, regardless of whether or not ninety percent (90%) of the aggregate number of lots in all recorded units of the Subdivision have been sold, shall be sufficient to place control for such appointments and removals in the Association's Board of Directors.

There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. In addition, topography maps prepared by a registered civil engineer or a licensed land surveyor shall be included as part of all plans relating to lakefront lots.

As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans to it. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. Plans, specifications and details not approved or disapproved or for which time is not extended within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of this Amended Combined Declaration; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

Neither the Committee nor any architect or agent thereof or of Trustee shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

Whenever the Committee shall approve plans and specifications for a boat shelter, pier, float or similar structure, on or extending into any lake, such approval shall constitute a mere revocable license from Trustee or, its successor in interest to said lake for the construction, placement, and maintenance of the proposed structure.

7. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

Every residence dwelling constructed on a lot shall contain the following minimum square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings);

All lots	800 sq. ft.
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Each such dwelling shall be of single story construction; provided, however, that split level or two story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lots lends itself to such construction.

The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, copings, etc.

In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

Each lot has a specified and dimensioned area which limits the extent of the portion thereof upon which any improvement can be constructed without the express approval of the Committee. In any event, the following minimum dimensions shall govern for front, side and rear setbacks on all lots (except fences or walls where approved or required by the Committee):

(a) Fifty-five (55) feet from the center of each frontage street;

(b) Ten (10) feet from each lot side line;

(c) Twenty (20) feet, or twenty-five percent (25%) of the depth of the lot, whichever is greater, from the rear line of each lot, unless such rear lot line shall be either contiguous to a boundary line of a golf course, in which case the depth of the rear yard shall be twenty-five (25) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater; or contiguous to a lake shoreline, in which event the depth of the rear yard shall be fifty (50) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater, using as a rear line the normal high water level of such lake as shown on the Maps.

8. GENERAL PROHIBITIONS AND REQUIREMENTS

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Units or Subdivision:

(a) No outside toilet shall be constructed on any lot. All plumbing constructed on any lot, all plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the Tehama County Health Department.

(b) No temporary house, tent, garage, or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place; provided further that, with approval of the Committee as to size, location and utility connections, house trailers may be used for residential purposes.

(c) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(d) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(e) The raising and/or keeping of cattle, horses, sheep, rabbits, pigs, hogs, cats, dogs and/or other animals, poultry, birds and/or reptiles, either in the singular or plural number, for pleasure or for commercial gain upon any part of said property is prohibited

except that: (l) dogs, cats and other usual household pets, horses, cattle, poultry and/or birds may be kept for pleasure and not for commercial purposes, provided that they do not become a nuisance to other owners and/or occupants of property subject to the control of the Association.

(f) No vehicle shall be parked on any street in the Units or Subdivision nor shall any stripped down, partially wrecked, or junk motor vehicle, or sizeable part thereof be permitted to be parked on any street in the Units or Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Units or Subdivision or to the users of any street, lake or golf course therein.

(g) Every tank for the storage of fuel installed outside any building in the Units or Subdivision shall be either buried below the surface of ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Units or Subdivision at any time except during refuse collections.

(h) No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

(i) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject.

(j) No noxious or offensive activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(k) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

(l) No tree in excess of three (3) inches in diameter shall be removed from any lot without first obtaining the written consent of the Committee.

(m) No trash, ashes, garbage or other refuse shall be dumped or stored on any lot nor be thrown into or left on the shoreline of any lake in the Subdivision. No outside burning of trash or garbage shall be permitted.

(n) No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction.

(o) Every building, dwelling, or other improvement, the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of such construction or placement.

(p) The use of each lot shall be subject to the clearance requirements of Section 4291 of the California Public Resources Code.

(q) Each individual pumping system shall have a standard 1-1/2" National Standard coupling outlet on the discharge side.

9. VARIANCES

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Units or the Subdivision.

10. EASEMENTS

Trustee reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

(a) For the use and maintenance of drainage courses of all kinds designated on the Maps as "Drainage Easements";

(b) For maintenance and permanent stabilization control of slopes in the slope-control areas designated on the Maps, as "Slope Easements";

(c) For lake and shoreline maintenance and control along the lakefront portion of each lot contiguous to a lake shoreline to the extent of ten (10) feet in width designated on the Maps as "Utility Maintenance Easements";

(d) For the installation and maintenance of radio and television transmission cables over strips of land five (5) feet in width along side and rear property lines and ten (10) feet in width along the front property line of each lot;

(e) For equestrian trails over strips of land ten (10) feet in width along all property lines of each lot; and

(f) For ingress and egress over each private street delineated on the final maps.

Trustee has dedicated to Rancho Tehama Association, Inc., right of way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width along side and rear property lines and ten (10) feet in width along the front property line of each lot as contained in the respective offers of dedication set forth on Sheet 1 of each of the Maps, reserving therefrom the easements and/or rights of way set forth in subparagraph (d), above relating to radio or television transmission cables.

On each lot, the right-of-way and easement areas reserved by Trustee or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction of flow of drainage channels in the easements; which may obstruct or retard the flow of water through drainage channels in the easements; or which damage or interfere with established slope ratios or create erosion or sliding problems. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

11. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES

Each of the streets in the Units or Subdivision designated on the Maps, is a private street, and every park, recreational facility, and other amenity within the Units or Subdivision is a private park, facility or amenity and neither Trustee's execution or recording of the Maps nor any other act of Trustee with respect to the Maps is, or is intended to be, or shall be construed as a dedication to the public of any said streets, parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated on the Maps as parks is reserved to Trustee, its successors and assigns; to the persons who are, from time to time, members of the Association; to the residents, tenants, and occupants of any multi-family residential building, and all other kinds of residential structures that may be erected within the boundaries of the Units or Subdivision and to the invitees of all of the aforementioned persons.

The Association, by vote of two-thirds (2/3) of its members entitled to vote may petition Tehama County for inclusion of said private streets and appurtenant easements into the roadway system of said county and at such time as the same conform to the standards of such county.

The owner of a multi-family structure shall pay assessments according to the number of units and shall have a corresponding number of voting rights.

Speed limits on such private streets and the rules governing the use of such parks shall be as promulgated from time to time by Trustee, its successors thereto or assigns thereof.

Maintenance of "Green Belt" or park areas will be provided by the Association and will conform with local fire authority requirements.

12. LAKE FRONTAGE LOTS

Any lake located in an area within the boundaries of the Subdivision, and designated as a lettered parcel, whether now in existence or to be constructed, is or will be owned by the Association. The location of any such lake as well as its normal maximum water elevation is or will be shown on the recorded map of each unit of the Subdivision. The title that will be acquired by a grantee of Trustee, and by any successors or assigns of such grantee, to any lot contiguous to any such lake shall extend only to the shoreline of the lake to which such lot is contiguous as said shoreline would be established on the date hereof if the water elevation in such lake were one (1) vertical foot above the normal maximum water level indicated on the recorded map of the unit in the Subdivision in which it is located and as the shoreline may hereafter be established by the water at an elevation one (1) vertical foot above the normal maximum water level by erosion from said shoreline.

No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to any such lake or with respect to any such lake, the land thereunder, the water therein, or its or their elevation, use or condition and none of said lots shall have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water levels.

Trustee, its sucesors and assigns, shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lot in order that the shoreline of the lake to which such lot is contiguous may be moved toward or to, but not inland beyond, the location of said shoreline as it would be established on the date hereof if the water elevation in such lake were one (1) vertical foot above the normal maximum water level indicated in the recorded map of the unit in the Subdivision in which it is located and title shall pass with such dredging or other removal as by erosion.

Areas lying within any reservoir easement line not designated as a lettered parcel are to be reserved for the use of members of the Rancho Tehama Association and are to have the same rights as the lettered parcels.

Neither Trustee nor any of its successors or assigns shall be liable for damages caused by erosion, washing or other action of the water of any lake or stream within the boundaries of the Subdivision.

Trustee reserves to itself, its successors and assigns, the right to raise and lower the water level of any lake within the boundaries of the Subdivision; provided, however, that such right shall not be construed as permitting the elevation of the water level to a point beyond that indicated on the recorded maps of the Subdivision by increasing the height of any dam or spillway or otherwise.

13. GRANTEE'S TITLE

Fee title to lots within the Subdivision, when conveyed by grant deed shall be subject to:

- (a) These Restrictions;
- (b) Easements and rights of way of record; and
- (c) The reservation to Trustee of all oil, gas, gasoline and other hydro-carbon substances and all other minerals underlying and within the boundaries of such lot.

Such grant deed shall convey title to the lot only, the boundaries of which shall be the side, rear and front lot lines as designated on the map.

14. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS

Trustee, or its successor in interest, may, from time to time and in its sole discretion, annex into the Subdivision all or any part of the following described real property, less that portion thereof to which these Restrictions are already applicable, as set forth in paragraph 1, above, and to all other units of the Subdivision presently of record to which restrictions substantially identical to those set forth herein apply:

IN TOWNSHIP 25 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN:

All that part and portion of the Southwest quarter of Section 13 lying South of center of Elder Creek and North and West of a certain Gulch known as Government Gulch.

All of those parts and portions of Sections 14, 15, 16 and 17, lying and being South of the center of Elder Creek.

The whole of Section 20.

All that part and portion of Section 21, lying and being South of the center of Elder Creek.

The whole of Section 22.

All of Section 23, lying North and West of said Government Gulch.

All that part and portion of the Northwest quarter of Section 24, lying North and West of said Government Gulch.

All of Section 26, lying North and West of said Government Gulch.

The Northwest quarter and all of the Northeast quarter of Section 27, lying and being North and West of said Government Gulch.

The North half of Section 28.

The North half of Section 29.

Sections 13-14-15-22-23-24-25-26-27-34 & 35, Township 25 North Range 6 West; And Sections 18 & 19 Township 25 North Range 5 West, M.D.M., All in Tehama County.

Such annexation shall be effective upon the recordation of restrictions, either by declaration or by deed, designating the property subject thereto as an additional unit within the Subdivision, which property shall thereupon become and constitute a part of the Subdivision and the Association shall accept and exercise such powers and jurisdiction over such property as are granted to it by such restrictions. Such restrictions shall be substantially the same as those contained herein; provided, however, that:

(a) The use in said restrictions of the word "Unit" shall be deemed to apply to the particular unit for which such restrictions are recorded; the use of the word "Subdivision" shall be deemed to mean the aggregate of all previously recorded units designated as being a part of the Rancho Tehama general subdivision scheme of development; and the use of the words "lot" or "lots" shall be deemed to mean all subdivided lots described and set forth in any unit maps of the Subdivision and each unit of any multiple-family residence building or guesthouse, inn or hotel facility within the Subdivision, including condominium developments;

(b) Such restrictions shall not discriminate against lot owners whose property is already included in the Subdivision;

(c) The Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed units;

(d) The limits of uniform annual charges upon each lot in the Units or other units already annexed to the Subdivision shall not be increased as a result of any annexation (but the Association may provide for a higher annual charge upon lots in the newly annexed unit, if of a different classification):

(e) Such restrictions may impose additional limitations upon the property subject thereto but shall not have the effect of alleviating any of the provisions herein or of any restrictions pertaining to other units already annexed to the Subdivision; and

(f) No annexation of additional property shall be permitted unless the subdivision map and restrictions applicable thereto shall be recorded within three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision.

15. REMEDIES

The Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of the Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude

an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

16. GRANTEE'S ACCEPTANCE

The grantee of any lot subject to the coverage of this Combined Amended Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Trustee 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 Trustee, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Trustee, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

Each such grantee also agrees, by such acceptance, to assume, as against Trustee, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways or lakeshores.

17. PARTIAL INVALIDITY

In the event that any one or more of the Restrictions herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining Restrictions shall continue unimpaired and in full force and effect.

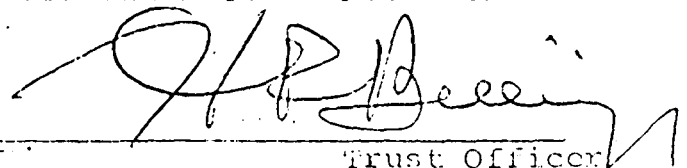
18. CAPTIONS

The captions of the various paragraphs of this Amended Combined Declaration are for convenience only and are not a part of this Amended Combined Declaration and do not in any way limit or amplify the terms or provisions hereof.

IN WITNESS WHEREOF, the Trustee has executed this Amended Combined Declaration the day and year first above written.

THE BANK OF CALIFORNIA, N.A.
Trustee under Trust No. 80010

BY


Trust Officer