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RECORDING REQUESTED BY:

Sterling Title Company

AND WHEN RECORDED, RETURN TO:

Greenhorn Creek Associates, L.P.
P.O. Box 1419
Angels Camp, CA 95222

THE STERLING TITLE
OFFICIAL RECORDS
CALAVERAS COUNTY, CA

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KAREN YARNI-RECORDER
FEES 24-1-22-21

COMPARED

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENHORN CREEK

THIS DECLARATION is made on the date set forth below by Greenhorn Creek Associates, a California limited partnership (referred to in this Declaration as "Declarant").

SECTION 1: RECITALS

1.01. Description of Real Property. Declarant is the owner of that certain real property located in the City of Angels Camp, Calaveras County, California, which is more particularly described on Exhibit "A" attached hereto and by reference incorporated in this Declaration.

1.02. Multiple Phases. Declarant has improved the Project by subdividing it initially into 121 residential and Lots ("Lots").

The 121 Lots comprise the first phase of a proposed multiple phased Project. It is anticipated that the future phases, if annexed, will consist of approximately 640 additional residential Lots; all improved in accordance with development plans, maps and specifications approved by the City of Angels.

Declarant may, but is not required to, annex future phases to the Project. Any annexation by Declarant shall be done in accordance with Section 7.

1.03. Common Plan for Project. By this Declaration, Declarant intends to establish a common scheme and plan for architectural approval and control of the Project.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for improvement of the Property

and the division thereof into Lots. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants and equitable servitudes which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

2.01. "Design Review Committee" or "Committee" shall mean the committee created pursuant to the Section 3, below, entitled "Architectural Control", and which is charged with architectural approval and control of the Improvements within the Project.

2.02. "Design Review Guidelines" or "Guidelines" shall mean the written architectural review standards, promulgated by the Design Review Committee as provided in the Section below entitled "Architectural Control".

2.03. "City" Shall mean the City of Angels, California, commonly referred to as Angels Camp, the City in which the Project is located.

2.04. "County" shall mean Calaveras County, California, the County in which the Project is located.

2.05. "Declarant" shall mean Greenhorn Creek Associates, a California limited partnership, its successors and assigns.

2.06. "Improvements" shall mean a Structure, as defined herein, and major landscaping of any kind. "Improvement" shall also mean any excavation, fill, ditch or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Subdivision. "Improvement" shall also mean any utility line, conduit, pipe or other related facility or equipment.

2.07. "Lot" or "Parcel" shall mean any parcel of land shown on the Map of Greenhorn Creek Subdivision Unit 1 and includes Lots 1 through 58, inclusive, and Lots 60 through 122, inclusive, thereon, and shall include any future Lots or Parcels created on a subsequent <ap after such Lots or Parcels have been annexed to the Project.

2.08. "Map" or "Final Map" shall mean that subdivision map entitled "Greenhorn Creek Subdivision Unit 1" recorded April 13, 1995, in Book 7 of Subdivisions, at Pages 17-17I, of the Official Records of said County. Said Map is also described in Exhibit "A" of this Declaration and shall also include any recorded final subdivision map which covers real property which is subsequently annexed to and becomes subject to the Declaration.

2.09. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot. A "Mortgagee" shall include the beneficiary under a deed of trust.

2.10. "Owner" shall mean each person or entity, including Declarant, holding a record fee ownership interest in a Lot. "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

2.11. "Project" or "Property" shall mean the real property described on Exhibit "A" attached hereto, including any Improvements erected thereon, and any additional real property which may be annexed and made subject to this Declaration.

2.12. "Project Documents" shall mean and include this Declaration, as amended from time to time, the exhibits, if any, attached hereto, together with the other basic documents used to create and govern the Project, including the Design Review Guidelines.

2.13. "Residence" shall mean a dwelling structure on a Lot, and is intended to include a "guest house" for the entertainment of social guests, or servants' quarters for servants or other employees employed upon the premises of a Lot.

2.14. "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including, without limitation, any Residence, building, garage, outbuilding, driveway, walkway, concrete pad, deck, patio, fence, wall, pole, sign, antenna, sprinkling system, swimming pool, spa, tennis court or trash enclosure.

SECTION 3: ARCHITECTURAL CONTROL

3.01. General Limitation. Subject to the exemptions described below, no Improvement and/or Structure may be constructed, erected, painted, altered or changed on any portion of the Project without the prior written approval of the Design Review Committee ("Committee").

3.02. Exemptions. Notwithstanding Section 3.01, no Committee approval shall be required for nor shall the standards of subsection 3.03(f) herein apply to the following: (i) Improvements constructed by, at the direction of, or with the approval of Declarant including the Improvements on any commercial lots; (ii) normal maintenance of exempt or previously approved Improvements; (iii) repair or rebuilding of an exempt or previously approved Improvement; (iv) changes to the interior of an exempt or previously approved Structure; (v) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

3.03. Design Review Committee.

a. Number and Appointment. The Committee shall be composed of three (3) members. Committee members need not be Lot Owners. The initial members shall be appointed by Declarant. Declarant shall have the right to appoint replacements at any time to the Committee for a period of ten (10) years from the date of recordation of this Declaration. After the initial ten (10) year period, the Committee members shall have the full authority to designate a successor in the event of death or resignation of a member. Except for the power of the Declarant to appoint all members during the initial ten (10) year period, at any time thereafter the then record owners of the majority of Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee. The initial Committee shall be composed of Barden E. Stevenot, Tom McCollum and Mark Primack.

b. Operation. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. A majority of the Committee members may designate a representative of the Committee to act for it. Except as provided elsewhere herein, any decision may be made by the Committee upon an affirmative vote of two-thirds (2/3) of its members. The Committee shall keep and maintain a record of all actions from time to time taken by the committee at meetings or otherwise, and shall maintain files of all documents submitted to it. The members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitled to reimbursement, from fees collected by the Committee, for reasonable expenses incurred by them in connection with the performance of their duties.

c. Duties. The Committee may adopt Design Review Guidelines ("Guidelines") as provided below and shall perform other duties imposed upon it by this Declaration or applicable laws and regulations.

d. Address. The address of the Committee shall be determined by resolution of the Committee. Such address shall be the place for the submittal of plans and specifications and the place where current copies of the Guidelines shall be kept. The initial address of the Committee shall be P.O. Box 1419, Angels Camp, CA 95222.

e. Guidelines. The Committee may, from time to time, adopt or amend Guidelines prospectively. Said Guidelines shall interpret and implement the provisions of this Declaration by setting forth more specific standards and procedures for Committee review. All Guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements in the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards set forth herein, and otherwise shall be in conformity with the purposes and provisions of this Declaration. A copy of the current Guidelines shall be available for inspection and copying by any Owner at any reasonable time during customary and normal business hours.

f. Standards. The following minimum standards shall apply to any Improvements constructed, painted, altered or changed on the Project:

(i) Improvements shall be located, constructed, painted and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances and regulations applicable to Project Improvements.

(ii) Landscaping must be approved by the Design Review Committee and shall be designed so as to complement, protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with landscape designs as outlined in the Guidelines.

(iii) All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the Project. Colored landscaping lighting shall be prohibited, unless approved by the Design Review Committee.

(iv) Any solar collection devices shall be integrated aesthetically and screened as much as possible from adjacent portions of the Project.

(v) All one-story Residences shall have a minimum size of one-thousand three-hundred (1,300) square feet (excluding garages, carports, accessory buildings, covered or uncovered patios and porches); all two-story Residences shall have a minimum size of one-thousand

six-hundred (1,600) square feet (excluding garages, carports, accessory buildings, covered and uncovered patio and porches). All two story residences shall have a minimum of one-thousand (1,000) square feet on the ground floor. The Committee, at its discretion, may allow porches to be included in the total square footage calculation.

(vi) The colors of exterior paint or surfacing materials used or applied to any Residence or Structure must be approved by the Committee and shall be such that they blend with and are compatible with the natural scenery and setting of the Project.

(vii) Material used as exterior siding or roofing for a Residence or other Structure shall be non-reflecting and must be approved by the Committee.

(viii) Any screening and fencing on a Lot must be approved by the Committee including any fencing or screening adjacent to the Golf Course.

(ix) All utility line extensions within the Project must be placed underground.

(x) Site grading shall be designed and implemented to maintain a smooth and natural topography. Site grading shall provide for slope stabilization and erosion control. All creeks and drainages shall be protected from grading activity.

3.04. Committee Approval Process - Approval Application. Any person proposing to construct, paint, alter or change any Improvement on the Project which requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed as provided in the Guidelines and the time schedule for performing such work. The Committee may charge an applicant a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of such requirement within thirty (30) days of receipt by the Committee of the initial application or the application shall be deemed sufficiently submitted as of that date. If timely notified, the applicant shall submit additional plans and specifications for the proposed work in the form and content reasonably required by the Committee and the application shall not be deemed sufficiently submitted until that date. Such plans and specifications may include, but not be limited to, showing the nature, kind, shape, color, size, materials and location of the proposed work, or the size, species and location of any plants, trees, shrubs and other proposed landscaping. The Guidelines may provide additional procedures or requirements for applications.

3.05. Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and Guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee fails to notify the applicant of the action taken by the Committee within thirty-five (35) days after sufficient submission of an application, the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record. The applicant must have plan approval from the Committee before applying to the City for a building permit and/or other required permits.

3.06 Commencement, Completion of Approved Work. Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee including all conditions imposed therewith. The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a shorter or longer period at the time of its approval, or subsequently to extend the period upon a showing of good cause, and in the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work shall be required to resubmit their application for the approval of the Committee.

Upon completion of approved work, the applicant shall give written notice thereof to the Committee. If for any reason the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of said notice of completion from the applicant, the improvement shall be deemed to be completed in accordance with said approved plans.

3.07. Inspection, Non-Compliance. The Committee, or any authorized representative, shall have the right after notice to the Owner or the Owner's representative, to enter upon any portion of the Project or Lot for the purpose of determining whether or not any work is being performed or was performed in compliance with this Declaration and the Guidelines.

If at any time the Committee determines that work is not being performed or was not performed in compliance with this Declaration and the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the Owner in writing of such non-compliance specifying the particulars of non-compliance, and demanding that the Owner remedy such non-compliance within a reasonable and specified period.

In the event that the Owner fails to remedy such non-compliance within the specified period, the Committee shall have the right and duty to remedy the non-compliance in any appropriate manner permitted by this Declaration and the Guidelines, or as otherwise permitted by law or in equity, including but not limited to removing the non-complying Improvement, correcting the non-complying Improvement, completing the non-complying Improvement, or recording a notice of non-compliance or non-completion on the Lot, as appropriate. The Owner shall have the obligation to reimburse the Committee for any costs incurred in enforcing these provisions and such costs may be recovered by the Committee in an action against such individual Lot Owner.

3.08. Waiver. The approval by the Committee of any plans, drawings or specifications for any Improvements constructed or proposed, or in connection with any other matter requiring the approval of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Committee may grant reasonable variances from the architectural control provisions hereof or from the Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.

3.09. Estoppel Certificate. Within thirty (30) days after written demand is delivered therefor to the Committee by any Owner or Mortgagee, and upon payment to the Committee of a reasonable fee (as fixed from time to time by resolution of the Committee), the Committee shall execute and deliver in recordable form, if requested, any estoppel certificate executed by any two (2) of its members, certifying, with respect to any Lot of said Owner or Mortgagee, that as of the

date thereof either (a) all Improvements made and other work done upon or within said Lot comply with the requirements of the Committee and this Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such noncompliance. Such statement shall be binding upon the Committee in favor of any person who may rely thereon in good faith.

3.10. Liability. Neither the Declarant, the Committee, nor any Committee member thereof shall be liable to any Owner or to any third party for any damages, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Project, (d) the execution and filing of an estoppel certificate pursuant to Section 3.09, or (e) the execution and filing of a notice of noncompliance or noncompletion pursuant to Section 3.07, whether or not the facts therein are correct, if the Declarant, the Committee or such Committee member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design, and by approving such plans and specifications neither Declarant, the Committee, nor any Committee member thereof, assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

SECTION 4: USE RESTRICTIONS

4.01. Compliance with Declaration. Each Owner, contract purchaser, lessee, tenant, guest, invitee or other occupant of a Lot shall comply with the provisions of this Declaration, the Project Documents and the Design Review Guidelines.

4.02. Use of Lots. Except as provided below, no Lot, or any portion thereof, shall be occupied and used except for the site of a single family Residence by the Owners, their contract purchasers, lessees, tenants, or social guests. This Subsection is intended to exclude every form of boarding or lodging house, sanitarium and hospital, and the like. No trade or business or commercial activity except rental of the property shall be carried on or conducted upon any Lot, except as follows:

(a) Declarant, its successors or assigns, may use any Lot in the Project for a model home site, information center and display and sales office during construction and until the last Lot is sold by Declarant; and

(b) This Section shall not prohibit home occupations so long as they are merely incidental to the use of the Lot as a Residence, are conducted in such a manner as to not adversely affect other Owners' use and enjoyment of the Project. The provisions of this Section 4.02 may not be amended without the consent of the Declarant.

4.03. Maintenance of Lots and Improvements. Each Owner shall be responsible for maintaining their Residence and Lot, including all Improvements and landscaping on such Lot in good condition and repair, so as to prevent them from becoming unsightly, unsanitary, a health hazard, or a hazard to the environment.

(a) No dumping is allowed on any Lot within the Project.

(b) Vacant Lots. Each Lot, whether improved or vacant, shall be kept at all times in a clean, sightly and attractive condition. No trash, litter, empty containers or like shall be allowed to accumulate on any Lot, and no machinery, building materials or articles of similar nature shall be allowed to remain on any Lot exposed to general view except during construction.

(c) Construction Sites. All Owners and builders shall be responsible to maintain their construction site in a neat, orderly fashion and shall remove all debris at the end of each day's work whether caused by them or a subcontractor. Any damage to Project roads caused by construction or construction equipment shall be repaired by the Owner and contractor responsible for the damage.

(d) Buildable Areas. For purposes of this Declaration, "Permitted Buildable Area" shall mean that portion of each Lot as shown on the Map within which all building Improvements for the primary Residence and any guest house must be located as sited and approved by Design Review Committee.

(e) Woodland Wildlife Corridors. No Structure may be built within any Woodland Wildlife Corridor.

4.04. Tree Protection. It is the express intention of Declarant to preserve the natural tree growth in the Project as much as possible. Removal of trees over 4 inches in diameter as measured 6 inches above the ground level shall be subject to review and approval of the Design Review Committee.

4.05. Landscaping. Any disturbed ground within a Lot must be revegetated. Such vegetation shall be in accordance with landscaping plans approved by the Design Review Committee.

4.06. Driveways. Driveway cuts and connections onto the Project roads require Committee approval and will be limited to one per Lot, unless otherwise approved by the Committee.

4.07. Offensive Conduct & Nuisances. Nothing shall be done on any Lot or within the Project that may be or may become an annoyance or nuisance to the residents of the Project, or that in any way interferes with the quiet enjoyment of occupants of Residences. No Owner shall permit excessive noise, such as the barking of dogs and the loud playing of music systems, to emanate from the Owner's Lot, which would unreasonably disturb another Owner's quite enjoyment of their Lot.

4.08. Oil Drilling and Mineral Extraction. Oil drilling and mineral extraction operations are strictly forbidden in the Project.

4.09. Resubdivision. No Lot in the Project shall be further subdivided except any Lot held by the Declarant may be further subdivided if such resubdivision is approved by the County of Calaveras. The provisions of this Subsection 4.09 may not be modified without the consent of the Declarant.

4.10. Vehicle Restrictions. No noisy or smoky vehicles shall be operated on the Property. Except for golf carts, no unlicensed motor vehicles shall be operated on the Property. All vehicles are to remain on the developed roads, driveways and other parking areas of the Project. No off

road travel into the Project open spaces is permitted except for the maintenance of, and routine play on the Golf Course.

4.11. Recreational Vehicles and Parking. Each Lot must have an area for at least two parking spaces. Temporary parking of motor homes and other large recreational vehicles on any Lot is limited to 14 days within any six (6) month period provided the vehicle(s) is not used as living quarters and is parked within the Buildable Area. Storage of boats, trailers, campers, trucks (other than a standard size pickup truck or van), recreational vehicles and motor homes will be permitted within the Buildable Area provided that they are kept within a fully-enclosed parking structure. Major repairs or reconstruction of any vehicle or other mechanical equipment or the indefinite parking or placement of any vehicle or other mechanical equipment for purposes of repair or the reconstruction of such vehicle or equipment is prohibited, except within an enclosed garage or other enclosed Structure.

4.12. Firearms: Hunting. No firearms of any kind shall be discharged on any Lot within the Project. Whereas it is the express intent of the Declarant to protect and preserve the wildlife within the Project, no hunting shall be permitted at any time.

4.13. Fences. In order to maintain the natural, character of the Project, Lot fencing shall be forbidden except for certain animal related fencing, safety and sports related fencing, and fencing for specific aesthetic purposes, unless expressly approved otherwise by the Design Review Committee.

4.14. Trash. All garbage and trash shall be placed and kept in covered, sanitary, fly-proof and animal resistant containers and shall be regularly removed from each Lot and not allowed to accumulate thereon. Containers shall be kept where they are not visible from any road or neighboring Lot, except for a brief time prior to or after collection. No portion of any Lot shall be used for the storage of building materials or other materials except by Declarant in connection with construction approved by the Committee.

4.15. Firewood. Firewood is to be neatly stacked in one location. Screening is recommended.

4.16. Antennae and Satellite Dishes. Antennae, satellite dishes, or any other electronic device must be submitted for approval to the Design Review Committee prior to installation and may not be installed where visible from any road or neighboring Lot within the Project unless adequately screened as required by the Committee.

4.17. Clotheslines. No exterior clothes drying or airing line or facility shall be erected or maintained on any Lot where it would be visible from any road or neighboring Residence.

4.18. Recreational & Sports Facilities. A swimming pool or other recreation facility may be built on any Lot subject to the approval of the Design Review Committee. Basketball hoops, backboards, and other sports apparatus may not be erected on any Lot without the prior written approval of the Design Review Committee.

4.19. Signs. No sign of any kind shall be displayed to the public view on or from any portion of the Property without the approval of the Committee except as follows:

(a) One sign of customary and reasonable dimensions advertising a Lot for sale in compliance with Civil Code Sections 712 and 713;

*What about
portable
BBQ
grill*

(b) Such signs as may be used by Declarant or its assignees in connection with the development of the Project and sale of Lots; and

(c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

4.20. Homesite Identification Markers. Any homesite or dwelling identification markers including street addresses, lot numbers, names, reflectors, insignia, plaques, or symbols must be submitted to and approved by the Design Review Committee at time of building plan submittal and/or prior to installation of said identification marker.

4.21. Animals and Household Pets. Household pets shall mean domestic animals customarily confined within the Residence. Dogs, cats, or other conventional domestic household pets may be kept, provided that they are not kept in unreasonable numbers or for any commercial purposes and are kept in a manner as not to constitute a nuisance to other Owners or occupants. As used in this Declaration, "unreasonable numbers" shall ordinarily mean more than two (2) dogs and/or two (2) cats per household.

No pets shall be allowed to roam free and unattended within the Project. All pets must be kept within the confines of the Buildable Area or on a leash or under the direct control of their owners. Yard, pens and outbuildings used in connection with the keeping of such household pets shall be located within the Buildable Area, shall be adequately screened from any street, and designed in accordance with the requirements of the Committee.

Each Owner shall take all measures necessary to prevent a dog kept on an Owners' Lot from barking to the extent such barking constitutes a nuisance or annoyance to others. The Committee shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Committee, a nuisance or annoyance to others.

4.22. Right to Rent. All rentals must be in writing and expressly subject to this Declaration and the breach of any provision shall be a default under the lease or rental agreement. Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchase of a Lot shall require compliance by the tenant or contract purchaser with all of the covenants, conditions, and restrictions contained in this Declaration, which provision shall be for the express benefit of each Owner. Each Owner shall have a right of action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of this Declaration to the same extent that such right of action exists against such Owner.

4.23. Drainage. No Owner shall do any act or construct any Improvement which would interfere with the natural or established drainage systems or patterns within the Project without the approval of the Committee.

4.24. Design and Construction Restrictions. The construction of Improvements on each Lot is subject to the "Guidelines", as promulgated and administered by the Design Review Committee.

4.25. Building Location. All Structures shall be located on the Lot within the Buildable Area unless a variance is approved by the Design Review Committee.

4.26. Temporary Structures. Structures which are temporary in character such as any trailer, tent, barn, or other out-building shall not be used as a Residence on any Lot at any time.

4.27. Construction Completion. The work of construction of all Structures shall be prosecuted diligently and continuously from commencement of construction until such Structures are fully completed and painted. All Structures shall be completed as to external appearance, including finish painting, within twelve (12) months from date of commencement of construction; except, however, when a delay is caused by acts of God, strikes, actual inability of the Owner to procure delivery of necessary materials, or by interference of other persons or forces beyond the control of the Owner. The Design Review Committee shall review any construction not completed within the 12 month period and upon a written request from the Owner may extend the construction period an additional 6 months. Fines may be established for any delinquency. For purposes of this Declaration, commencement of construction shall be the date work on installing footing and foundations for any Structure begins.

In the event, Structure is not completed as to external appearance, including finish painting, within twelve (12) months from the date of commencement of construction thereof, such uncompleted Structure shall conclusively be deemed to be a nuisance, unless an extension has been granted by the Committee, and may be abated and removed by Declarant, or the Committee through appropriate proceedings in any Court of competent jurisdiction. The expense incurred in connection with such abatement and removal may be recovered in an action against the Owner.

4.28. Acknowledgement by Owners Regarding Golf Course. Each Owner, by acceptance of such Owner's Deed, acknowledges that:

a. No Golf Course Ownership. The Greenhorn Creek Country Club (Golf Course) adjacent to the Project is privately owned and ownership of a Lot within the subject Property does not confer membership in the Golf Course or any rights to use the Golf Course or any of its facilities. The right to be a member of the Golf Course or to use the facilities is a matter to be determined solely by the owners of the Golf Course from time to time.

b. Golf Course is Not Common Area. Owners and occupants of Golf Course Lots and other Owners and occupants have no right, by virtue of their status as Owners, to use the Golf Course or any property belonging to or comprising the Golf Course. No Owner or occupant shall use the property comprising the Golf Course without the express consent of the owners of the Golf Course. No Owner or Occupant shall allow any dog or other pet or animal to use the Golf Course or any other property of the Golf Course.

c. Assumption of Risk. Each Owner, for itself and its successors and assigns, acknowledges that the Golf Course currently exists adjacent to or in the vicinity of the Property, that golf holes currently exist on such course, and that as the holes are presently designed and played, it is foreseeable and probable that golf balls will be hit onto the Lots comprising the Project from time to time. In some cases, golf balls will have sufficient force and velocity to do serious harm to a person or the Improvements or to personal property. EACH OWNER, BY ACCEPTANCE OF THE DEED TO A LOT, AND EACH SUCCESSOR AND ASSIGN OF SUCH OWNER, ASSUMES THE RISKS WHICH ARE ASSOCIATED WITH THE GAME OF GOLF AND THE FLIGHT OF GOLF BALLS OVER AND INTRUSION OR LANDING OF GOLF BALLS UPON THEIR LOT, INCLUDING, WITHOUT LIMITATION, THE POSSIBILITY OF DAMAGE TO THEIR PROPERTY, REAL OR PERSONAL, AND INJURY TO THEMSELVES, THEIR FAMILY, EMPLOYEES, GUESTS, VISITORS OR ANY OTHER

PERSON ON THEIR LOT, AND AGREES TO HOLD DECLARANT, ITS AGENTS, THE OWNER OF THE GOLF COURSE, THE DESIGNER OF THE GOLF COURSE, THE GOLF COURSE OPERATOR, AND THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, AND CONTRACTORS HARMLESS AND FREE FROM CLAIMS AND LIABILITY ARISING FROM ANY SUCH ASSUMED RISK. THIS HOLD HARMLESS DOES NOT EXTEND TO THE INDIVIDUAL PLACING THE GOLF BALLS IN FLIGHT, IF SUCH FLIGHT IS THE PROXIMATE CAUSE OF THE PERSONAL INJURY, OR PROPERTY DAMAGE. EACH OWNER, FOR SUCH OWNER AND SUCH OWNER'S SUCCESSORS AND ASSIGNS, WAIVES ANY RIGHT SUCH PERSON MAY HAVE AGAINST DECLARANT, THEIR AGENTS OR OFFICERS, THE OWNERS OF THE GOLF COURSE, THE DESIGNER OF THE GOLF COURSE, AND THE GOLF COURSE OPERATOR, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, FOR ANY INJURY RESULTING FROM THE DESIGN OF SUCH GOLF COURSE, OR THE LOCATION OF THE LOT IN RELATION TO THE GOLF COURSE, AND AGREES TO HOLD DECLARANT, THEIR AGENTS OR OFFICERS, THE OWNERS OF THE GOLF COURSE, THE DESIGNER OF THE GOLF COURSE, AND THE GOLF COURSE OPERATOR HARMLESS IN THE EVENT ANY PERSON, WHILE ON A LOT, RECEIVES ANY INJURY, OR SUFFERS PROPERTY DAMAGE AND THEREAFTER SEEKS RECOVERY AGAINST DECLARANT, THEIR AGENTS OR OFFICERS, THE GOLF COURSE OWNER, THE GOLF COURSE DESIGNER, OR THE GOLF COURSE OPERATOR FOR COMPENSATION FOR SUCH INJURY OR DAMAGE, WHETHER DIRECTLY OR INDIRECTLY, OR AS THE RESULT OF A THIRD PARTY CLAIM OR CROSS-CLAIM. EACH OWNER, AND SUCH OWNER'S SUCCESSORS AND ASSIGNS, WAIVES ANY CLAIM OR RIGHT IT MAY HAVE TO CLAIM THAT NORMAL AND CUSTOMARY OPERATION OF THE GOLF COURSE CONSTITUTES A NUISANCE, OR THAT ANY ASPECT OF THE GOLF COURSE OPERATION SHOULD BE LIMITED TO ANY SPECIFIC HOURS OF THE DAY OR TO ANY SPECIFIC DAYS OF THE WEEK.

d. Easement for Flight of Balls. There is hereby reserved by Declarant over all Lots, including the airspace above such Lots, a non-exclusive easement to permit the doing of every act necessary and proper to the playing of golf on the Golf Course and the use, maintenance and operation thereof. This easement does not in any manner prohibit or control the construction, reconstruction, or maintenance of Improvements on the Lots within the Project. The uses permitted by this easement include, without limitation: (i) the flight of golf balls through the air over Lots and the intrusion of landing of golf balls upon or across Lots, and any Improvements located on Lots, as an incident to the use of the Golf Course; (ii) the usual and common noise level created by the playing of the game of golf, including tournament play in which spectators and news media may be on or near the Golf Course, and which amplified sound systems may be used; (iii) the noises from the maintenance, repair, and mowing of the Golf Course; (iv) overspray in connection with watering of the Golf Course; and (v) all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the game of golf and the operation of the Golf Course.

This Section 4.28 shall not be amended without the written consent of the Declarant, or if there is no Declarant, the then owner of the Golf Course.

4.29. Wildlife Corridors. Wildlife Corridors within the Project are intended for pedestrian use only. Such use shall be limited to daylight hours.

4.30. Cultural/Historical Resources. Construction activity is prohibited within the defined Historic Park Preserves which include the Selkirk chimney, foundations and stone corral.

4.31. Lakes and Ponds. The maintenance of the lakes and ponds within the master Greenhorn Creek project are the responsibility of the Golf Course maintenance staff. No boats are permitted on the lakes and ponds except for maintenance purposes. Swimming or fishing is prohibited in the lakes and ponds.

4.32. Owners Easement for Party Wall. Each attached Lot that shares a Party Wall with an adjoining Lot and its Owner is declared to have an easement appurtenant, and the same is granted by Declarant, on, over, and upon such adjoining Lot for such Party Wall, including the right to enter such adjoining Lot to service and maintain such easement and to service, maintain, repair, or replace the improvements constituting such Party Wall. Such entry shall be at reasonable times after prior notice, except that in case of emergency the right of entry shall be immediate. No Owner shall alter the shape, size, or construction or use any materials different from those used in the initial construction of any such Party Wall without the written consent of the Owner of the other Lot which shares the Party Wall.

4.33. Party Walls. The following provisions shall apply with regards to Party Walls:

a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Residences within the Project and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners on each side of the Party Wall.

c. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, the Owner on either side may restore it, and the other Owner shall contribute one-half of the cost of restoration, without prejudice however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

d. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

e. Arbitration. If any dispute arises concerning a Party Wall, or under the provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

SECTION 5: MORTGAGEE PROTECTION

5.01. Mortgages Permitted. Any Owner may encumber their Lot with Mortgages.

5.02. Priority of Mortgage. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in this Declaration by any Owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Lot or any part thereof.

5.03. Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions, restrictions, declarations, easements and limitations of this Declaration shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

SECTION 6: GENERAL PROVISIONS

6.01. Term. The declarations, covenants, conditions, restrictions, limitations and easements of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be binding on the Owners of any Lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of 40 years from the date this Declaration is recorded. Thereafter, subject to the Section below entitled "Amendment", they shall be automatically extended for successive periods of 10 years.

6.02. Notices. Notices provided for in this Declaration and the Guidelines shall be in writing and shall be deemed sufficiently given when delivered personally or within seventy-two (72) hours after deposit in the United States mail, postage prepaid, addressed to an Owner at the last address such Owner designates to the Committee for delivery of notices, or in the event of no such designation, at such Owner's last known address, or if there be none, at the address of the Owner's Lot. Notices to the Committee shall be addressed to the address designated by the Committee in Section 3.03(d), or by written notice to all Owners.

6.03. Amendments. Until conveyance of the first Lot, Declarant shall have the unilateral right to amend or revoke this Declaration. After the first conveyance of a Lot, this Declaration shall be amended, restated, or revoked only upon the written approval of fifty-one percent (51%) of the Owners of Lots. An amendment shall be effective when it has received the required percentage approval and has been recorded in the Office of the County Recorder.

6.04. Severability. Should any provision or portion of this Declaration be declared invalid or in conflict with any law of the jurisdiction where this Project is located, the validity of all other provisions and portions of this Declaration shall remain unaffected and in full force and effect.

6.05. Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

6.06. Enforcement. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Lot in the Project and failure by Declarant or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so. The provisions of this Declaration may be enforced by Declarant, the Committee or any Owner. Since irreparable damage may result by reason of a material breach of the provision of this Declaration, temporary or permanent injunctive relief shall be an appropriate remedy to restrain violations of this Declaration. In any suit, action or proceeding brought to enforce, or enjoin any violation of this Declaration, the prevailing party shall be entitled to recover, in addition to any other costs or damages which may be awarded, reasonable attorney's fees.

6.07. Limitation of Restriction on Declarant. Nothing in this Declaration shall be understood or construed to:

a. Prevent Declarant, its contractors, or subcontractors, from doing on the Project or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the Project; or

b. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such Structures as may be reasonable and necessary for the conduct of its business of developing and establishing the Project and disposing of the same in parcels by sale, lease, or otherwise; or

c. Prevent Declarant from conducting on any part of the Project its business of completing said work and of establishing a plan of ownership and of disposing of said Project in Lots by sale, lease or otherwise; or

d. Prevent Declarant from maintaining such sign or signs on any portion of the Project as may be necessary for the sale, lease or disposition thereof.

6.08. Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted by reference to this Declaration in a deed to any Lot.

SECTION 7: ANNEXATION

7.01. Annexation of Additional Property. Additional property may be annexed to and become subject to this Declaration as set forth in this Section at the election of the Declarant. Upon annexation, additional lots shall become subject to this Declaration without the necessity of amending individual sections thereof.

Approximately 640 residential Lots, comprising the overall Project as approved by the City of Angels Camp and as described on Exhibit "B" of this Declaration, may be made subject to this Declaration unilaterally by the Declarant through the recordation of a Declaration of Annexation covering the applicable portion of the property to be annexed. Said Declaration of Annexation may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and still remain consistent with the general scheme of this Declaration. Said Declaration of Annexation shall include a designation of the Lots made subject to this Declaration.

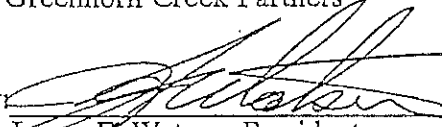
IN WITNESS WHEREOF, Declarant has executed this Declaration

DATED JUNE 28, 1995

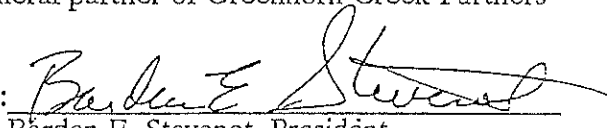
Greenhorn Creek Associates, L.P., a
California limited partnership

Greenhorn Creek Partners, a California
general partnership, general partner
of Greenhorn Creek Associates L.P.

By: Greenhorn Creek Investments, a
California corporation, general partner
of Greenhorn Creek Partners

By: 
James F. Watson, President

By: Greenhorn Creek Management, Inc.,
a California corporation,
general partner of Greenhorn Creek Partners

By: 
Barden E. Stevenot, President

9 95 007658

EXHIBIT "A"

All that certain real property situated in the City of Angels, State of California, described as follows:

Lots 1 through 58, inclusive, and 60 through 122, inclusive, as shown on the Map entitled "Greenhorn Creek Subdivision Unit 1", filed for record April 13, 1995, in Book 7 of Subdivision, Pages 17-17I, Calaveras County Records.

EXHIBIT "B"

DESCRIPTION OF ANNEXABLE PROPERTY

That certain real property situated in the City of Angels Camp, County of Calaveras, State of California, described as follows:

PARCEL ONE:

Lot 1 of Section 32 and Lots 11, 15 and a portion of Lot 12 of Section 33, Township 3 North, Range 13 East, M.D.B.&M., as said lands are shown and delineated on that survey dated December 29, 1980 filed February 17, 1981 in Book 12 of Record of Surveys, Page 49, Calaveras County Records.

Excepting therefrom that certain Lot designated as Parcel A on that Parcel Map filed for record April 10, 1981 in Book 5 of Parcel Maps, Page 85, Calaveras County Records.

Also excepting therefrom all leads, lodes and veins of gold and silver bearing ores and rock and all other minerals and metals from a portion of Lot 12 and other lands and designated therein as "Tract B" as conveyed to Dolling Gold Mining Company, a California corporation, in Deed recorded August 21, 1912 in Book 58 of Deeds, Page 470, Calaveras County Records, and the relinquishment of all surface rights above a depth of 200 feet as disclosed in that certain Quitclaim Deed executed by Tad Folendorf, recorded June 12, 1992 as Instrument No. 992010131 Calaveras County Records.

Also excepting therefrom all that portion conveyed by Deed to Tad Folendorf dated March 17, 1995 and recorded March 23, 1995 as Instrument No. 995-003370 in Official Records of Calaveras County Records.

PARCEL TWO:

That certain Lot designated as Parcel A on that Parcel Map of Lot 1 of Section 32 and Lots 11, 12 and 13 of Section 33, Township 3 North, Range 13 East, M.D.B.&M., filed for record April 10, 1981 in Book 5 of Parcel Maps, Page 85, Calaveras County Records.

PARCEL THREE:

Parcels A, B, C, and D as shown on that Parcel Map of the East Half of the Southeast Quarter of Section 32, and the West Half of the Southwest Quarter of Section 33, Township 3 North, Range 13 East, M.D.B.&M., filed for record January 26, 1981 in Book 5 of Parcel Maps, Page 64, Calaveras County Records.

PARCEL FOUR:

That portion of the Southeast Quarter of the Southwest Quarter of Section 33, Township 3 North, Range 13 East, M.D.B.&M., lying within those certain lands shown on that certain Map filed February 13, 1981 in Book 12 of Record of Surveys, Page 46, Calaveras County Records.

Excepting therefrom all leads, lodes and veins of gold and silver bearing ores and rock and all other minerals and metals from a portion of these and other lands designated therein as "Tract B" as conveyed to Dolling Gold and Mining Company, a California

EXHIBIT B

corporation, in Deed recorded August 21, 1912 in Book 58 of Deeds, Page 470, Calaveras County Records, and the relinquishment of all surface rights above a depth of 200 feet as disclosed in that certain Quitclaim Deed executed by Tad Folendorf, recorded June 12, 1992, as Instrument No. 992010131 Calaveras County Records.

Also excepting therefrom all that portion conveyed by Deed to Tad Folendorf dated March 17, 1995 and recorded March 23, 1995 as Instrument No. 995-003370 in Official Records of Calaveras County Records.

PARCEL FIVE:

Tough Nut Lode Mining Claim designated by the U. S. Surveyor General as Survey No. 5010, embracing a portion of Section 32, Township 3 North, Range 13 East, M.D.B. & M. and being the same premises patented by the United States to Mark J. B. Belloni, et al, by Patent dated November 9, 1914, and recorded on November 23, 1914, in Book 6 of Patents at Page 333, et seq, Calaveras County Records, reference to which is hereby made for a more particular description thereof.

PARCEL SIX:

All that certain real property situate in the West Half of Section 33, Township 3 North, Range 13 East, M.D.M., City of Angels, Calaveras County, California, lying Southerly and Westerly of the following described line:

Commencing at the North 1/16 corner common to Sections 32 and 33 of said Township 3 North, Range 13 East, M.D.M., said point begin a B.L.M. brass capped iron pipe as shown on that certain Subdivision Map on file in the Office of the County Recorder of said Calaveras County, in Book 6 of Subdivisions at Page 48 thereof; thence along the South line of the Northwest Quarter of the Northwest Quarter of said Section 33, North 89° 14' 10" East, 159.66 feet, more or less, to the true point of beginning, said point being a 5/8" rebar capped R.C.E. 18299; thence 1st, leaving said South line, Southwesterly, along the arc of a curve to the left, tangent with a line that bears South 63° 16' 44" West, with a radius of 175.00 feet, through a central angle of 24° 34' 45", a distance of 75.07 feet, to a 5/8" rebar capped R.C.E. 18299, said point being a point of compound curvature; thence 2nd, tangent to the preceding curve, along the arc of a curve to the left, with a radius of 25.00 feet, through a central angle of 94° 32' 35", a distance of 41.25 feet, to a 5/8" rebar capped R.C.E. 18299, said point being a point of compound curvature; thence 3rd, Southeasterly along the arc of a curve to the left, with a radius of 755.00 feet, through a central angle of 18° 13' 20", a distance of 240.12 feet, to a 5/8" rebar capped R.C.E. 18299; thence 4th, radial to the preceding curve, South 15° 56' 05" West, 5.00 feet; thence 5th, South 74° 03' 55" East, 855.05 feet; thence 6th, North 15° 56' 05" East, 35.00 feet; thence 7th, along the arc of a curve to the right, tangent with a line that bears South 74° 03' 55" East, with a radius of 1575.00 feet, through a central angle of 30° 39' 31", a distance of 842.77 feet, to a 5/8" rebar capped R.C.E. 18299; thence 8th, radial to the preceding curve, North 49° 49' 48" East, 10.00 feet, to a 5/8" rebar capped R.C.E. 18299; thence 9th, Southeasterly, along the arc of a curve to the right, tangent with a

EXHIBIT B

line that bears South 40° 10' 12" East, with a radius of 1585 feet, through a central angle of 13° 22' 09", a distance of 369.84 feet, to a 5/8" rebar capped R.C.E. 18299; thence 10th, radial to the preceding curve, South 63° 11' 57" West, 10.00 feet; thence 11th, along the arc of a curve to the right, tangent with a line that bears South 26° 48' 03" East, with a radius of 1575.00 feet, through a central angle of 21° 47' 10", a distance of 598.88 feet, to a 5/8" rebar capped R.C.E. 18299; thence 12th, tangent with the preceding curve, South 05° 00' 58" East, 1752.31 feet; thence 13th, along the arc of a tangent curve to the left, with a radius of 725.00 feet, through a central angle of 15° 00' 06", a distance of 189.83 feet, to a 5/8" rebar capped R.C.E. 18299; thence 14th, South 20° 00' 59" East, 197.67 feet, to a 5/8" rebar capped R.C.E. 18299; thence 15th, along the arc of a tangent curve to the left, with a radius of 475.00 feet, through a central angle of 5° 39' 31", a distance of 46.91 feet to a point on the South line of said Section 33, said point being a 5/8" rebar capped R.C.E. 18299 that lies South 89° 12' 12" West of and 21.56 feet distant from a 1 inch diameter iron rod at the South Quarter corner of said Section 33, as shown on that certain Record of Survey Map on file in the Office of the County Recorder of said Calaveras County, in Book 18 of Record of Surveys at Page 63 thereof, said point being the terminal point of the herein described line, as said line has been depicted and delineated on that certain survey filed for record February 27, 1995 in Book 18 of Record of Surveys, at Page 63, Calaveras County Records.

Saving and excepting to grantor, all ores, metals, minerals, hydrocarbon substances and mining rights lying at and below a depth of 200 feet beneath the surface of the above described land and reserving the right to work, mine and extract said metals, minerals and hydrocarbon substances in any subterranean manner without the right of surface entry.

As conveyed by Deed from Tad Folendorf dated March 17, 1995 and recorded March 23, 1995 as Instrument No. 995-003372 in Official Records of Calaveras County Records.

PARCEL SEVEN:

The Mary Belle Lode mining claim designated by the Surveyor General as Survey No. 5287, embracing a portion of Section 32, Township 3 North, Range 13 East, M.D.B & M., in the Smiths Flat Mining District, and bounded, described and platted as follows:

Beginning at corner No. 1, a cedar post 4 inches square, 18 inches above ground marked M B 1-5287 and TN2-5010 with mound of earth; identical with corner No. 2 of Survey No. 5010, the Tough Nut Lode claim from which the North quarter corner of Section 32, said Township and Range, bears North 5° 26' West 1322.85 feet distant;

Thence, first course, South 9° 17' West 656 feet to corner No. 2, a cedar post three feet long, four inches square, marked M B 2-5287, with mound of stone;

Thence, second course, South 55° 51' East 1473.91 feet to corner No. 3, a cedar post four feet long, four inches square, marked M B 3-5287, with mound of stones;

Thence, third course, North 9° 17' East 238 feet to a point from which discovery shaft bears North 55° 51' West 846 feet distant; 656 feet to corner No. 4, a cedar post four

EXHIBIT B

inches square, eighteen inches above ground, Marked M B 4-5287, and T N 3-5010, with mound of earth and stones; identical with corner No. 3 of said Survey No. 5010;

Thence, fourth course, North 55° 51' West 1473.91 feet to corner No. 1, the place of beginning; said Survey No. 5287 extending 1473.91 feet in length along the Mary Belle vein of lode.

PARCEL EIGHT:

All those certain mining claims, lots, pieces or parcels of land situated, lying and being in the Angels Camp Mining District, County of Calaveras, State of California, and more particularly described as follows, to wit:

All and singular those certain patented mining claims and mill site known as Triple Lode Mine, situated one and one quarter miles, more or less, West of Angels Camp, Calaveras County, California, on Greenhorn Creek and Little Greenhorn Creek, composed of Blair and Company's location, designated by the United States Surveyor General for the State of California as Lot 69, Survey 3139; the Thomas Blair, Jr. location designated by the United States Surveyor General for the State of California as Lot 70, Survey No. 3139; the Blair Mill Site location, designated by the United States Surveyor General for the State of California, as Lot 71, Survey No. 3139; the Consolidated El Dorado Lode Mineral Survey, designated by the United States Surveyor General for the State of California as Survey No. 5681, recorded in Volume 192 of Patents at Page 6, July 26, 1924, Serial No. 941765 in the United States Land Office at Sacramento, California; being lands all in Section 32, Township 3 North, Range 13 East, M.D.M.

PARCEL NINE:

A 50 foot wide non-exclusive road and public utility easement as conveyed by that certain Deed dated March 17, 1995 and recorded March 23, 1995 as Instrument No. 995-003374 of Official Records, Calaveras County Records.

EXCEPTING FROM PARCELS ONE THROUGH EIGHT ABOVE, Lots 1 through 58, inclusive, and Lots 60 through 122, inclusive, as shown on the map of Greenhorn Creek Unit No. 1, filed for record April 13, 1995 in Book 7 of Subdivisions, Pages 17 through 171, in the office of the Recorder of Calaveras County.

99 007658

State of CALIFORNIA)

County of CALAVERAS)

On JUNE 28, 1995 before me,

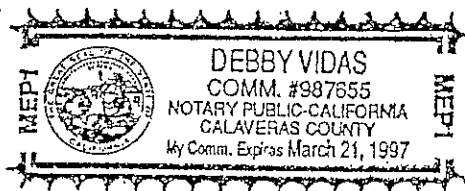
DEBBY VIDAS

personally appeared JAMES F. WATSON and
NAME(S) OF SIGNER(S)

BARDEN E. STEVENOT
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(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.



Debby Vidas
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- | | |
|---|---|
| <input type="checkbox"/> INDIVIDUAL(S) | <input type="checkbox"/> TRUSTEE(S) |
| <input type="checkbox"/> CORPORATE _____ | <input type="checkbox"/> SUBSCRIBING WITNESS |
| OFFICER(S) _____
(Titles) | <input type="checkbox"/> GUARDIAN/CONSERVATOR |
| <input type="checkbox"/> PARTNERS(S) | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> ATTORNEY-IN-FACT | _____ |

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

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

The Sterling Title Company

AND WHEN RECORDED MAIL TO:

Greenhorn Creek Associates, L.P.

P.O. Box 1419

Angels Camp, CA 95222

9 95 007761

31
THE STERLING TITLE
OFFICIAL RECORDS
CALAVERAS COUNTY, CA

95 JUN 30 PM 12:33

KAREN YARNI-RECORDER
FEES 10-1-8-7

COPY

COMPARED

THIS SPACE FOR RECORDER'S USE ONLY

FIRST AMENDMENT
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREENHORN CREEK

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Greenhorn Creek is made as of this 30th day of June, 1995. Such Declaration of Covenants, Conditions and Restriction ("Declaration") was recorded in the Official Records of Calaveras County, California, on June 29, 1995, as Instrument No. 995007658.

The Declaration is hereby amended as follows:

1. Section 6.03, "Amendments," on page 15 of the Declaration, is hereby amended to replace the text in the original Declaration in its entirety with the text set forth below:

6.03 Amendments. Until conveyance of the first Lot, Declarant shall have the unilateral right to amend or revoke this Declaration. After the first conveyance of a Lot, this Declaration shall be amended only upon the written approval of one or more Owners (which may include Declarant) holding, in the aggregate, at least fifty-one percent (51%) of the Lots. An amendment shall be effective when it has received the required percentage approval and has been recorded in the office of the County Recorder.

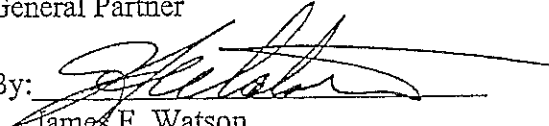
2. Exhibit B. The Exhibit B attached to the original Declaration is hereby deleted, an replaced in its entirety with the Exhibit B attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of June 30, 1995.

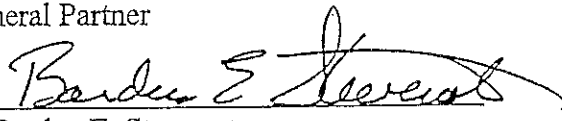
GREENHORN CREEK ASSOCIATES L.P.
a California limited partnership

By: Greenhorn Creek Partners
a California General Partnership
General Partner

By: Greenhorn Creek Investments,
a California Corporation,
General Partner

By: 
James F. Watson,
President

By: Greenhorn Creek Management, Inc.,
a California Corporation,
General Partner

By: 
Barden E. Stevenot
President

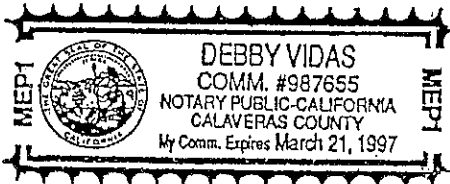
995 007761

State of California

County of CALAVERAS

On JUNE 30, 1995 before me, DEBBY VIDAS
 SS personally appeared JAMES F. WATSON and
 BARDEN E. STEVENOT

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.

Notary's Signature

DEBBY VIDAS

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
 THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not
 required by law, it may prove valuable to
 persons relying on the document and could
 prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

State of California

County of

On before me,
 SS personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
 THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not
 required by law, it may prove valuable to
 persons relying on the document and could
 prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ANNEXABLE PROPERTY

That certain real property situated in the City of Angels Camp, County of Calaveras, State of California, described as follows:

PARCEL ONE:

Lot 1 of Section 32 and Lots 11, 15 and a portion of Lot 12 of Section 33, Township 3 North, Range 13 East, M.D.B.&M., as said lands are shown and delineated on that survey dated December 29, 1980 filed February 17, 1981 in Book 12 of Record of Surveys, Page 49, Calaveras County Records.

Excepting therefrom that certain Lot designated as Parcel A on that Parcel Map filed for record April 10, 1981 in Book 5 of Parcel Maps, Page 85, Calaveras County Records.

Also excepting therefrom all leads, lodes and veins of gold and silver bearing ores and rock and all other minerals and metals from a portion of Lot 12 and other lands and designated therein as "Tract B" as conveyed to Dolling Gold Mining Company, a California corporation, in Deed recorded August 21, 1912 in Book 58 of Deeds, Page 470, Calaveras County Records, and the relinquishment of all surface rights above a depth of 200 feet as disclosed in that certain Quitclaim Deed executed by Tad Folendorf, recorded June 12, 1992 as Instrument No. 992010131 Calaveras County Records.

Also excepting therefrom all that portion conveyed by Deed to Tad Folendorf dated March 17, 1995 and recorded March 23, 1995 as Instrument No. 995-003370 in Official Records of Calaveras County Records.

PARCEL TWO:

That certain Lot designated as Parcel A on that Parcel Map of Lot 1 of Section 32 and Lots 11, 12 and 13 of Section 33, Township 3 North, Range 13 East, M.D.B.&M., filed for record April 10, 1981 in Book 5 of Parcel Maps, Page 85, Calaveras County Records.

PARCEL THREE:

Parcels A, B, C, and D as shown on that Parcel Map of the East Half of the Southeast Quarter of Section 32, and the West Half of the Southwest Quarter of Section 33, Township 3 North, Range 13 East, M.D.B.&M., filed for record January 26, 1981 in Book 5 of Parcel Maps, Page 64, Calaveras County Records.

PARCEL FOUR:

That portion of the Southeast Quarter of the Southwest Quarter of Section 33, Township 3 North, Range 13 East, M.D.B.&M., lying within those certain lands shown on that certain Map filed February 13, 1981 in Book 12 of Record of Surveys, Page 46, Calaveras County Records.

Excepting therefrom all leads, lodes and veins of gold and silver bearing ores and rock and all other minerals and metals from a portion of these and other lands designated therein as "Tract B" as conveyed to Dolling Gold and Mining Company, a California

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corporation, in Deed recorded August 21, 1912 in Book 58 of Deeds, Page 470, Calaveras County Records, and the relinquishment of all surface rights above a depth of 200 feet as disclosed in that certain Quitclaim Deed executed by Tad Folendorf, recorded June 12, 1992, as Instrument No. 992010131 Calaveras County Records.

Also excepting therefrom all that portion conveyed by Deed to Tad Folendorf dated March 17, 1995 and recorded March 23, 1995 as Instrument No. 995-003370 in Official Records of Calaveras County Records.

PARCEL FIVE:

Tough Nut Lode Mining Claim designated by the U. S. Surveyor General as Survey No. 5010, embracing a portion of Section 32, Township 3 North, Range 13 East, M.D.B. & M. and being the same premises patented by the United States to Mark J. B. Belloni, et al, by Patent dated November 9, 1914, and recorded on November 23, 1914, in Book 6 of Patents at Page 333, et seq, Calaveras County Records, reference to which is hereby made for a more particular description thereof.

PARCEL SIX:

All that certain real property situate in the West Half of Section 33, Township 3 North, Range 13 East, M.D.M., City of Angels, Calaveras County, California, lying Southerly and Westerly of the following described line:

Commencing at the North 1/16 corner common to Sections 32 and 33 of said Township 3 North, Range 13 East, M.D.M., said point begin a B.L.M. brass capped iron pipe as shown on that certain Subdivision Map on file in the Office of the County Recorder of said Calaveras County, in Book 6 of Subdivisions at Page 48 thereof; thence along the South line of the Northwest Quarter of the Northwest Quarter of said Section 33, North 89° 14' 10" East, 159.66 feet, more or less, to the true point of beginning, said point being a 5/8" rebar capped R.C.E. 18299; thence 1st, leaving said South line, Southwesterly, along the arc of a curve to the left, tangent with a line that bears South 63° 16' 44" West, with a radius of 175.00 feet, through a central angle of 24° 34' 45", a distance of 75.07 feet, to a 5/8" rebar capped R.C.E. 18299, said point being a point of compound curvature; thence 2nd, tangent to the preceding curve, along the arc of a curve to the left, with a radius of 25.00 feet, through a central angle of 94° 32' 35", a distance of 41.25 feet, to a 5/8" rebar capped R.C.E. 18299, said point being a point of compound curvature; thence 3rd, Southeasterly along the arc of a curve to the left, with a radius of 755.00 feet, through a central angle of 18° 13' 20", a distance of 240.12 feet, to a 5/8" rebar capped R.C.E. 18299; thence 4th, radial to the preceding curve, South 15° 56' 05" West, 5.00 feet; thence 5th, South 74° 03' 55" East, 855.05 feet; thence 6th, North 15° 56' 05" East, 35.00 feet; thence 7th, along the arc of a curve to the right, tangent with a line that bears South 74° 03' 55" East, with a radius of 1575.00 feet, through a central angle of 30° 39' 31", a distance of 842.77 feet, to a 5/8" rebar capped R.C.E. 18299; thence 8th, radial to the preceding curve, North 49° 49' 48" East, 10.00 feet, to a 5/8" rebar capped R.C.E. 18299; thence 9th, Southeasterly, along the arc of a curve to the right, tangent with a

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line that bears South 40° 10' 12" East, with a radius of 1585 feet, through a central angle of 13° 22' 09", a distance of 369.84 feet, to a 5/8" rebar capped R.C.E. 18299; thence 10th, radial to the preceding curve, South 63° 11' 57" West, 10.00 feet; thence 11th, along the arc of a curve to the right, tangent with a line that bears South 26° 48' 03" East, with a radius of 1575.00 feet, through a central angle of 21° 47' 10", a distance of 598.88 feet, to a 5/8" rebar capped R.C.E. 18299; thence 12th, tangent with the preceding curve, South 05° 00' 58" East, 1752.31 feet; thence 13th, along the arc of a tangent curve to the left, with a radius of 725.00 feet, through a central angle of 15° 00' 06", a distance of 189.83 feet, to a 5/8" rebar capped R.C.E. 18299; thence 14th, South 20° 00' 59" East, 197.67 feet, to a 5/8" rebar capped R.C.E. 18299; thence 15th, along the arc of a tangent curve to the left, with a radius of 475.00 feet, through a central angle of 5° 39' 31", a distance of 46.91 feet to a point on the South line of said Section 33, said point being a 5/8" rebar capped R.C.E. 18299 that lies South 89° 12' 12" West of and 21.56 feet distant from a 1 inch diameter iron rod at the South Quarter corner of said Section 33, as shown on that certain Record of Survey Map on file in the Office of the County Recorder of said Calaveras County, in Book 18 of Record of Surveys at Page 63 thereof, said point being the terminal point of the herein described line, as said line has been depicted and delineated on that certain survey filed for record February 27, 1995 in Book 18 of Record of Surveys, at Page 63, Calaveras County Records.

Saving and excepting to grantor, all ores, metals, minerals, hydrocarbon substances and mining rights lying at and below a depth of 200 feet beneath the surface of the above described land and reserving the right to work, mine and extract said metals, minerals and hydrocarbon substances in any subterranean manner without the right of surface entry.

As conveyed by Deed from Tad Folendorf dated March 17, 1995 and recorded March 23, 1995 as Instrument No. 995-003372 in Official Records of Calaveras County Records.

PARCEL SEVEN:

The Mary Belle Lode mining claim designated by the Surveyor General as Survey No. 5287, embracing a portion of Section 32, Township 3 North, Range 13 East, M.D.B & M., in the Smiths Flat Mining District, and bounded, described and platted as follows:

Beginning at corner No. 1, a cedar post 4 inches square, 18 inches above ground marked M B 1-5287 and TN2-5010 with mound of earth; identical with corner No. 2 of Survey No. 5010, the Tough Nut Lode claim from which the North quarter corner of Section 32, said Township and Range, bears North 5° 26' West 1322.85 feet distant;

Thence, first course, South 9° 17' West 656 feet to corner No. 2, a cedar post three feet long, four inches square, marked M B 2-5287, with mound of stone;

Thence, second course, South 55° 51' East 1473.91 feet to corner No. 3, a cedar post four feet long, four inches square, marked M B 3-5287, with mound of stones;

Thence, third course, North 9° 17' East 238 feet to a point from which discovery shaft bears North 55° 51' West 846 feet distant; 656 feet to corner No. 4, a cedar post four

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inches square, eighteen inches above ground, Marked M B 4-5287, and T N 3-5010, with mound of earth and stones; identical with corner No. 3 of said Survey No. 5010;

Thence, fourth course, North 55° 51' West 1473.91 feet to corner No. 1, the place of beginning; said Survey No. 5287 extending 1473.91 feet in length along the Mary Belle vein of lode.

PARCEL EIGHT:

All those certain mining claims, lots, pieces or parcels of land situated, lying and being in the Angels Camp Mining District, County of Calaveras, State of California, and more particularly described as follows, to wit:

All and singular those certain patented mining claims and mill site known as Triple Lode Mine, situated one and one quarter miles, more or less, West of Angels Camp, Calaveras County, California, on Greenhorn Creek and Little Greenhorn Creek, composed of Blair and Company's location, designated by the United States Surveyor General for the State of California as Lot 69, Survey 3139; the Thomas Blair, Jr. location designated by the United States Surveyor General for the State of California as Lot 70, Survey No. 3139; the Blair Mill Site location, designated by the United States Surveyor General for the State of California, as Lot 71, Survey No. 3139; the Consolidated El Dorado Lode Mineral Survey, designated by the United States Surveyor General for the State of California as Survey No. 5681, recorded in Volume 192 of Patents at Page 6, July 26, 1924, Serial No. 941765 in the United States Land Office at Sacramento, California; being lands all in Section 32, Township 3 North, Range 13 East, M.D.M.

PARCEL NINE:

A 50 foot wide non-exclusive road and public utility easement as conveyed by that certain Deed dated March 17, 1995 and recorded March 23, 1995 as Instrument No. 995-003374 of Official Records, Calaveras County Records.

PARCEL TEN:

Those certain plots of land designated by the numbers 128, 129, 130, 131 and 132 as are shown on the Map entitled "Amended Assessment Diagram, Greenhorn Creek Assessment District" which Map was recorded on April 13, 1995 in Book 1 of Assessment Maps at Pages 89 through 89H, and as Instrument No. 995004338 of Official Records of Calaveras County.

Excepting from all of the Parcels described above, Lots 1 through 58, inclusive, and Lots 60 through 122, inclusive, as shown on the Map of Greenhorn Creek Unit No. 1, filed for record April 13, 1995 in Book 7 of Subdivisions, Pages 17 through 17I, in the Office of the Recorder of Calaveras County.