



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 3127 Transworld Drive, Suite 130, Stockton, CA 95206

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1700 Standiford Ave., Suite 110 • Modesto, CA 95350
(209)571-6300 • FAX (209)571-1912

**Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Laura Marquez
Email: lm Marquez@fnf.com
Title No.: FSST-5112400148-LM

Escrow Officer: Karla Sam-Sin
Email: karla.sam-sin@ctt.com
Escrow No.: FSST-5112400148 -KS

TO: Mountain Valley Properties
515 Keystone Blvd
Patterson, CA 95363
Attn: George Galloway Mac Master

PROPERTY ADDRESS(ES): 140 Rogers Road, Patterson, CA

EFFECTIVE DATE: February 2, 2024 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy - 2022

ALTA Loan Policy 2021

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee simple as to Parcel(s) One

Easement(s) more fully described below as to Parcel(s) Two and Three

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

Harman Management Corporation, a Utah Corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For [APN/Parcel ID\(s\): 021-028-039-000](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PATTERSON, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2B AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD OCTOBER 25, 2002 IN [BOOK 51 OF PARCEL MAPS AT PAGE 86](#), STANISLAUS COUNTY RECORDS.

RESERVING UNTO THE GRANTOR, PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS RIGHTS AS SHOWN ON PARCEL A AND 1 THROUGH PARCEL 23 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON SEPTEMBER 6, 1996 IN [BOOK 47 OF PARCEL MAPS, PAGE 87](#), STANISLAUS COUNTY RECORDS.

PARCEL TWO:

TOGETHER WITH PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS RIGHTS AS SHOWN ON PARCELS A AND 1 THROUGH PARCEL 23 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED SEPTEMBER 6, 1996 IN [BOOK 47 OF PARCEL MAPS, PAGE 87](#), STANISLAUS COUNTY RECORDS;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 2B AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD OCTOBER 25, 2002 IN [BOOK 51 OF PARCEL MAPS AT PAGE 86](#), STANISLAUS COUNTY RECORDS;

PARCEL THREE:

TOGETHER WITH THE 10 WIDE PRIVATE STORM DRAIN EASEMENTS AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD OCTOBER 7, 1998 IN [BOOK 49 OF PARCEL MAPS, PAGE 7](#), STANISLAUS COUNTY RECORDS;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 2B AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD OCTOBER 25, 2002 IN [BOOK 51 OF PARCEL MAPS AT PAGE 86](#), STANISLAUS COUNTY RECORDS.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 2023-2024
Tax Identification No.: 021-028-039-000
Fiscal Year: 2023-2024
1st Installment: \$11,494.36 Paid
2nd Installment: \$11,494.36 Open
Exemption: \$0.00
Land: \$765,646.00
Improvements: \$1,122,643.00
Personal Property: \$16,400.00
Fixtures: \$47,810.00
Bill No.: 021028039000

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. A covenant and agreement

Executed by: Dominic Speno, Anna Marie Berlincioni and the Speno Family Trust
In favor of: Patterson Unified School District
Recording Date: July 22, 1992
[Recording No.:](#) [069011, of Official Records](#)

Which among other things provides: Developer Agrees to Pay to the District the Mitigation Payment Immediately Prior to Seeking Building Permits for Construction of Buildings within Its Development.

Reference is hereby made to said document for full particulars.

5. An easement for the purpose shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below.

Map of: Parcel [Map Book 49, Page 7](#)
Recording Date: October 7, 1998
Purpose: Public utilities
Affects: As shown on map

EXCEPTIONS
(continued)

Purpose: Private storm drain
Affects: As shown on map

Purpose: Private ingress and egress
Affects: As shown on map

6. Matters contained in that certain document

Entitled: Mutual Benefit Agreement
Executed by: Villa Del Lago Associates, LLC and West Stanislaus County Fire Protection district
Recording Date: September 6, 1996
[Recording No.:](#) [96-0075697-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document

Entitled: Mutual Benefit Agreement
Executed by: Villa Del Lago Associates, LLC and Stanislaus County Department of Agriculture
Recording Date: September 6, 1996
[Recording No.:](#) [96-0075698-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

8. Matters contained in that certain document

Entitled: Agreement
Executed by: County of Stanislaus and Villa Del Lago Associates, LLC
Recording Date: September 11, 1996
[Recording No.:](#) [96-0076942, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

9. Matters contained in that certain document

Entitled: Covenant and Agreement
Executed by: County of Stanislaus and Villa Del Lago Associates, LLC
Recording Date: September 11, 1996
[Recording No.:](#) [96-0076750-00, of Official Records](#)

Contains or provides for: Relating to Salado Creek Flood Control-Patterson Gateway

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

EXCEPTIONS
(continued)

10. Matters contained in that certain document

Entitled: Development Agreement-Patterson Gateway
 Recording Date: September 11, 1996
[Recording No.:](#) [96-0076764-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Foodmaker, Inc.
 Purpose: Public utilities together with the right of private ingress and egress
 Recording Date: July 29, 1997
[Recording No.:](#) [97-0057440-00, of Official Records](#)
 Affects: A portion of all parcels as shown on map

Said easement has been granted and reserved in various documents of record.

12. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 29, 1997
[Recording No.:](#) [97-0057440-00, of Official Records](#)

13. An easement for the purpose shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below.

Map of: Parcel [Map Book 49 Page 7](#)
 Recording Date: October 7, 1998
 Purpose: Private storm drain and private sewer pipeline
 Affects: As shown upon map

14. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 17, 1999
[Recording No.:](#) [1999-0116623-00, of Official Records](#)

EXCEPTIONS
(continued)

15. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 22, 2000
[Recording No.:](#) [2000-0013833-00, of Official Records](#)

Said declaration provides, among other matters, for the right to levy certain charges and/or assessments against said Land which shall become a lien if not paid as therein set forth.

Conferred upon: Villa Del Lago Merchants Association

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

16. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 3, 2000
[Recording No.:](#) [2000-0093881-00, of Official Records](#)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Villa Del Lago Associates, LLC, a California Limited Liability Company
 Purpose: Public utility and private ingress-egress rights
 Recording Date: October 31, 2002
[Recording No.:](#) [2002-0142306-00, of Official Records](#)
 Affects: A 25-foot strip along the Northwesterly boundary and a 10-foot strip as shown on Map

18. Water rights, claims or title to water, whether or not disclosed by the public records.
19. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

EXCEPTIONS
(continued)

20. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
21. Any lien or right to a lien for services, labor or material not shown by the Public Records.
22. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
23. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
24. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
25. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Harman Management Corporation, a Utah Corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

26. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Harman Management Corporation, a Utah Corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF EXCEPTIONS

NOTES

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- Note 1.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 3.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial Property, known as 140 Rogers Road, Patterson, CA, to an Extended Coverage Loan Policy.
- Note 4.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 5.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 6.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 8.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 9.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

NOTES
(continued)

Note 10. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

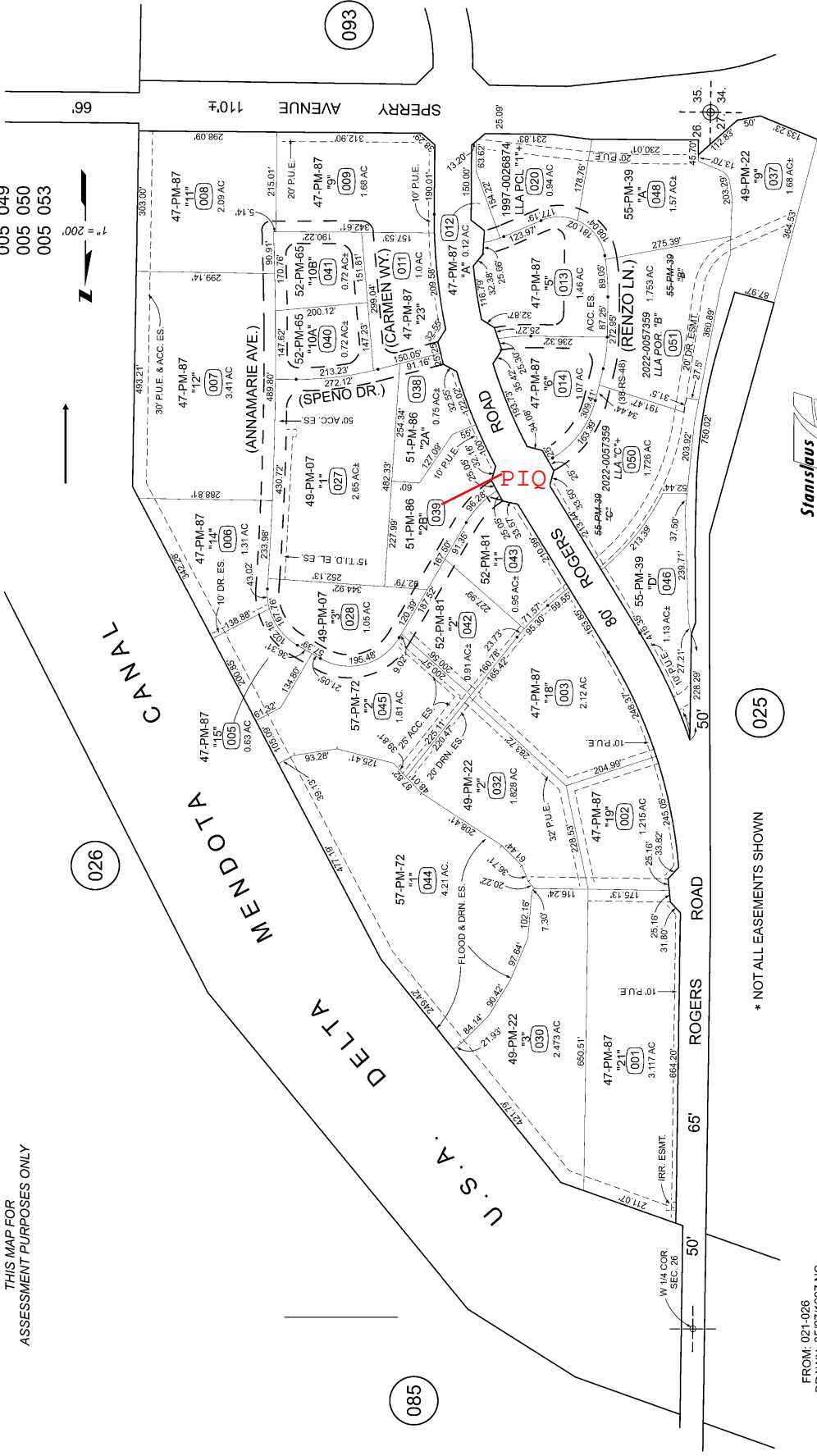
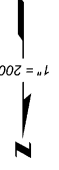
CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

PORTION SW 1/4 SECTION 26 T.5S. R.7E. M.D.B. & M.

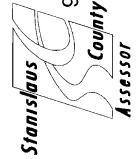
THIS MAP FOR ASSESSMENT PURPOSES ONLY

TRA 005 049 005 050 005 053



* NOT ALL EASEMENTS SHOWN

FROM: 021-026
DRAWN: 05/27/1997 NC
REV/SED: 2/9/00 CS, 11/10/00 DH, 12/3/02 MF, 10/1/03 MB, 3/18/04 DH, 7/19/04 MB, 10/18/10 MF, 6/6/18 MB, 11/17/20 MF, 9/29/21 DB, 11/17/22 DB



98,99,00,03,05,19,22,23

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

10

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

HARMAN MANAGEMENT CORP.
199 FIRST STREET #212
LOS ALTOS, CA. 94022



Stanislaus County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2002-0142306-00

Root 501-Chicago Title
Thursday, OCT 31, 2002 08:00:00
Ttl Pd \$825.00 Nbr-0001054819
OWP/R3/1-2

Escrow No. 1741811 - JO
Order No. 1741811 - JJK
A PORTION OF APN#21-28-29

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

Assessor's Parcel No:
21-28-29 WOP

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$605.00

- unincorporated area City of
- computed on the full value of the interest or property conveyed, or is
- computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
VILLA DEL LAGO ASSOCIATES, LLC, a California limited liability company

hereby GRANT(S) to
HARMAN MANAGEMENT CORPORATION , A UTAH CORPORATEON

the following described real property in the
County of Stanislaus , State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

1741811

Dated October 28, 2002

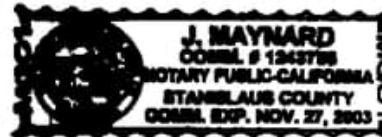
VILLA DEL LAGO, ASSOCIATES, LLC

STATE OF CALIFORNIA
COUNTY OF Stanislaus) SS.
On 09/28/02 before me,

BY [Signature]
DOMINIC SPENO, MANAGER

a Notary Public in and for said County and State, personally appeared
Dominic Speno

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary

11-27-03
Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City, State & Zip

2/

LEGAL DESCRIPTION EXHIBIT

LEGAL DESCRIPTION ATTCHMENT TO GRANT DEED

PARCEL ONE:

A portion of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 2B as shown upon that certain Parcel Map filed for record October 25, 2002 in Book 51 of PARCEL MAPS at Page 86, Stanislaus County Records.

Reserving unto the Grantor, public utility and private ingress-egressrights as shown on Parcel A and 1 through Parcel 23 as shown on that certain Parcel Map filed for record on September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

PARCEL TWO:

Together with public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records; EXCEPTING THEREFROM any portion lying within Parcel 2B as shown upon that certain Parcel Map filed for record October 25, 2002 in Book 51 of PARCEL MAPS at Page 86, Stanislaus County Records.

PARCEL THREE:

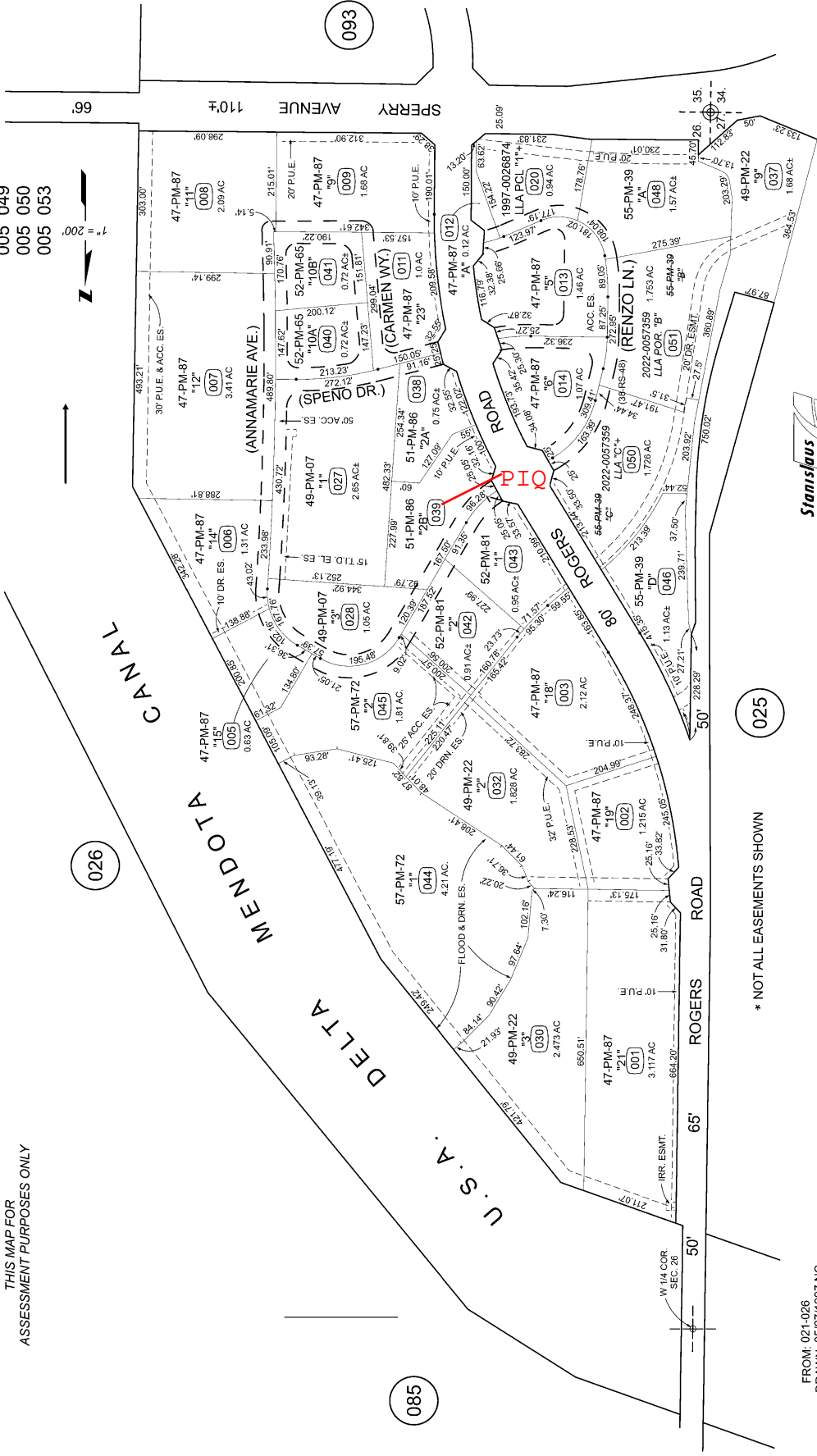
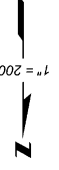
Together with the 10 wide private storm drain easements as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, page 7, Stanislaus County Records; EXCEPTING THEREFROM any portion lying within Parcel 2B as shown upon that certain Parcel Map filed for record October 25, 2002 in Book 51 of PARCEL MAPS at Page 86, Stanislaus County Records.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

PORTION SW 1/4 SECTION 26 T.5S. R.7E. M.D.B. & M.

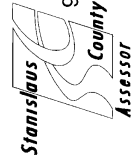
THIS MAP FOR ASSESSMENT PURPOSES ONLY

TRA 005 049 005 050 005 053



* NOT ALL EASEMENTS SHOWN

FROM: 021-026
DRAWN: 05/27/1997 NC
REV/SED: 2/9/00 CS, 11/10/00 DH, 12/3/02 MF, 10/1/03 MB, 3/18/04 DH, 7/19/04 MB, 10/18/10 MF, 6/6/18 MB, 11/17/20 MF, 9/29/21 DB, 11/17/22 DB



98,99,00,03,05,19,22,23

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

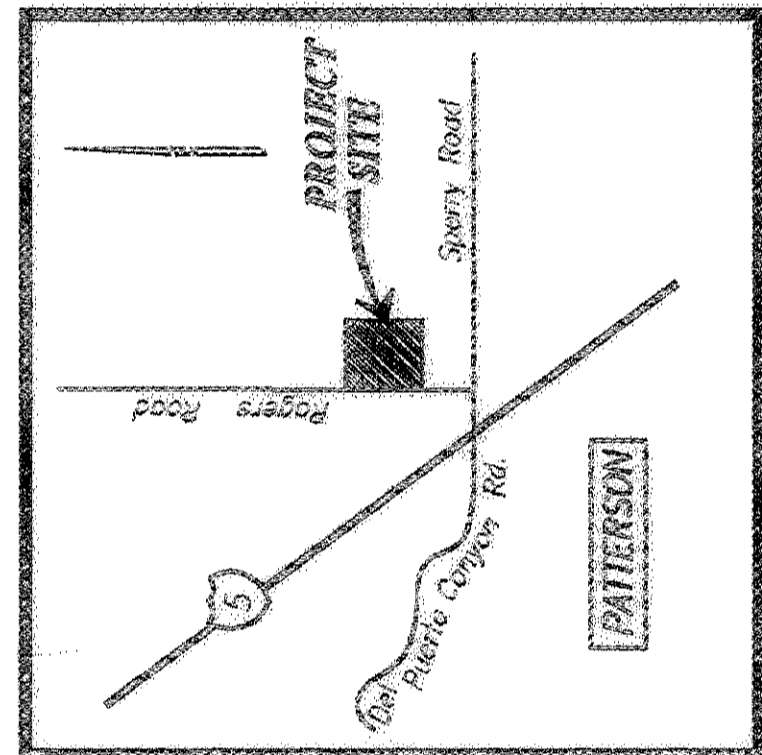
51-PM-86

PARCEL MAP

BEING A SUBDIVISION OF PARCEL 2 AS SHOWN ON THE
PARCEL MAP FILED FOR RECORD AT BOOK 49 OF PARCEL MAPS,
AT PAGE 7, STANISLAUS COUNTY RECORDS, SITUATE IN
SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST,
MOUNT DIABLO BASE AND MERIDIAN,
STANISLAUS COUNTY, CALIFORNIA

O'Dell Engineering

1165 SCENIC DRIVE, MODESTO, CALIFORNIA



VICINITY MAP
N.T.S.

OWNER'S STATEMENT:

WE, THE UNDERSIGNED OWNERS, HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS PARCEL MAP, AND I CONSENT TO THE MAKING AND THE FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER.

OWNER: VILLA DEL LAGO ASSOCIATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Dominic Michael Spino 10/24/02
MANAGER DATE

TRUSTEE: CHICAGO TITLE COMPANY

BY: Spaulne Maynard 10/24/02
DATE

Spaulne Maynard Asst Secretary
PRINT NAME AND TITLE

NOTARY STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF STANISLAUS } S.S.

ON THIS 24 DAY OF October, 2002, BEFORE ME, K. PINHEIRO, A NOTARY PUBLIC, PERSONALLY APPEARED DOMINIC MICHAEL SPINO (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
PRINTED NAME K. PINHEIRO
MY COMMISSION EXPIRES 7-24-04
PRINCIPAL COUNTY OF BUSINESS STANISLAUS

NOTARY STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF STANISLAUS } S.S.

ON THIS 24 DAY OF October, 2002, BEFORE ME, K. PINHEIRO, A NOTARY PUBLIC, PERSONALLY APPEARED DOMINIC MICHAEL SPINO (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
PRINTED NAME K. PINHEIRO
MY COMMISSION EXPIRES 7-24-04
PRINCIPAL COUNTY OF BUSINESS STANISLAUS

NOTARY STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF STANISLAUS } S.S.

ON THIS _____ DAY OF _____, 2002, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ (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.

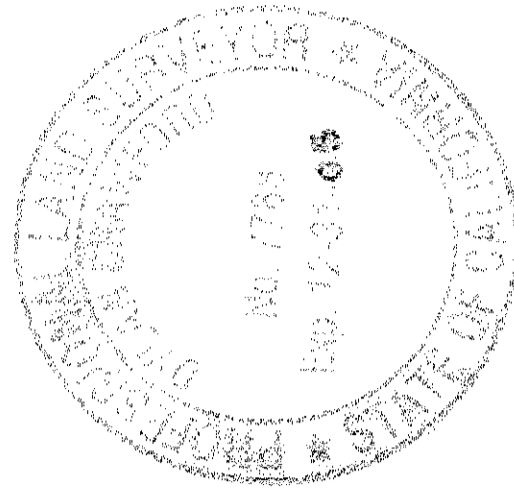
WITNESS MY HAND
PRINTED NAME _____
MY COMMISSION EXPIRES _____
PRINCIPAL COUNTY OF BUSINESS _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DOMING SPINO, IN JULY 16, 2002, AND ALL MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 23 DAY OF October, 2002.

Dylan Crawford
DYLAN CRAWFORD, P.L.S. 7788
LICENSE EXPIRATION DATE: DECEMBER 31, 2005



COUNTY SURVEYOR'S STATEMENT:

THIS IS TO CERTIFY THAT THE ACCOMPANYING MAP HAS BEEN EXAMINED, THAT ALL THE PROVISIONS OF THE STATE SUBDIVISION MAP ACT, CHAPTER 2, AND TITLE 20, STANISLAUS COUNTY SUBDIVISION CODE HAVE BEEN COMPLIED WITH AND THE MAP IS TECHNICALLY CORRECT.

DATED THIS 25 DAY OF October, 2002

GEORGE STILLMAN, STANISLAUS COUNTY SURVEYOR

BY: [Signature] DEPUTY
GEORGE STILLMAN, R.C.E. 25077

REGISTRATION EXPIRATION DATE: DECEMBER 31, 2003



TAX COLLECTOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THERE ARE NO LIENS FOR ANY UNPAID STATE, COUNTY, SCHOOL, MUNICIPAL OR IRRIGATION TAXES, SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE, AGAINST THE LAND SHOWN ON THIS MAP.

AS TO STATE, COUNTY, SCHOOL, OR MUNICIPAL TAXES

TOWNSHIP, COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY
Debra Humphreys PRINTED NAME
DATED THIS 24 DAY OF October, 2002 AN 01-389

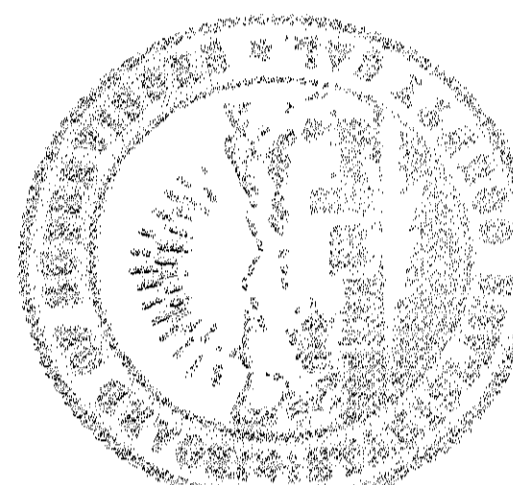
RECORDER'S STATEMENT:

FILED THIS 25 DAY OF October, 2002, AT 10:48:17 AM IN BOOK 51 OF PARCEL MAPS, AT PAGE 86, AT THE REQUEST OF _____
FEE: \$ 11.00

INSTRUMENT No. 2002-0139329-00

COUNTY RECORDER OF
STANISLAUS COUNTY, CALIFORNIA
LEE LUNDGREN

BY: [Signature] DEPUTY RECORDER
Chadette Traxler PRINTED NAME



951CT.DWG OCTOBER 21, 2002

COUNTY FILE NO: 2002-23

SHEET 1 OF 2

51-PM-86

51-PM-86

PARCEL MAP

BEING A SUBDIVISION OF PARCEL 2 AS SHOWN ON THE
PARCEL MAP FILED FOR RECORD AT BOOK 49 OF PARCEL MAPS,
AT PAGE 7, STANISLAUS COUNTY RECORDS, SITUATE IN
SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST,
MOUNT DIABLO BASE AND MERIDIAN,
STANISLAUS COUNTY, CALIFORNIA

O'Dell Engineering
1165 SCENIC DRIVE, MODESTO, CALIFORNIA

REFERENCES:

- (0) - ALL DISTANCES ARE MEASURED THIS SURVEY UNLESS OTHERWISE NOTED.
- (01) - PARCEL MAP FILED FOR RECORD ON SEPT. 6, 1998 IN BOOK 47 OF PARCEL MAPS, AT PAGE 87, S.C.R. AND CERTIFICATE OF CORRECTION FILED ON APRIL 30, 1999 AT INSTRUMENT NUMBER 98-0038905, S.C.R.
- (02) - PARCEL MAP FILED FOR RECORD ON OCT. 7, 1988 IN BOOK 49 OF PARCEL MAPS, AT PAGE 7, S.C.R.

LEGEND:

- FOUND 3/4" I.P. DASHED R.C.E. 28867 PER (01), UNLESS NOTED OTHERWISE
- - - SET 3/4" I.P. x 24" IRON PIPE MARKED P.L.S. 7788
- EX EXISTING
- (D.) INSIDE DIAMETER
- P.M. PARCEL MAPS
- P.U.E. PUBLIC UTILITY EASEMENT
- S.C.R. STANISLAUS COUNTY RECORDS
- S.F.M. SEARCHED, FOUND NOTHING
- (R) RADIAL BEARING

BASIS OF BEARINGS

THE BEARING OF NORTH 30°20'57" EAST FOR THE NORTHWESTERLY LINE OF PARCEL 13 AS SHOWN ON THE PARCEL MAP FILED FOR RECORD IN BOOK 47, AT PAGE 87, STANISLAUS COUNTY RECORDS, WAS USED AS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP.

SUBDIVISION SUMMARY

BEING A SUBDIVISION OF 1.88 ACRES INTO 2 PARCELS.

RECORDERS STATEMENT

FILED THIS 25 DAY OF OCTOBER 2002, AT 4:45:17 P.M. IN BOOK 51 OF PARCEL MAPS, AT PAGE 86, AT THE REQUEST OF _____

REC'D BY: *[Signature]*
ASSISTANT DEPUTY RECORDER
INSTRUMENT NO. 0139309

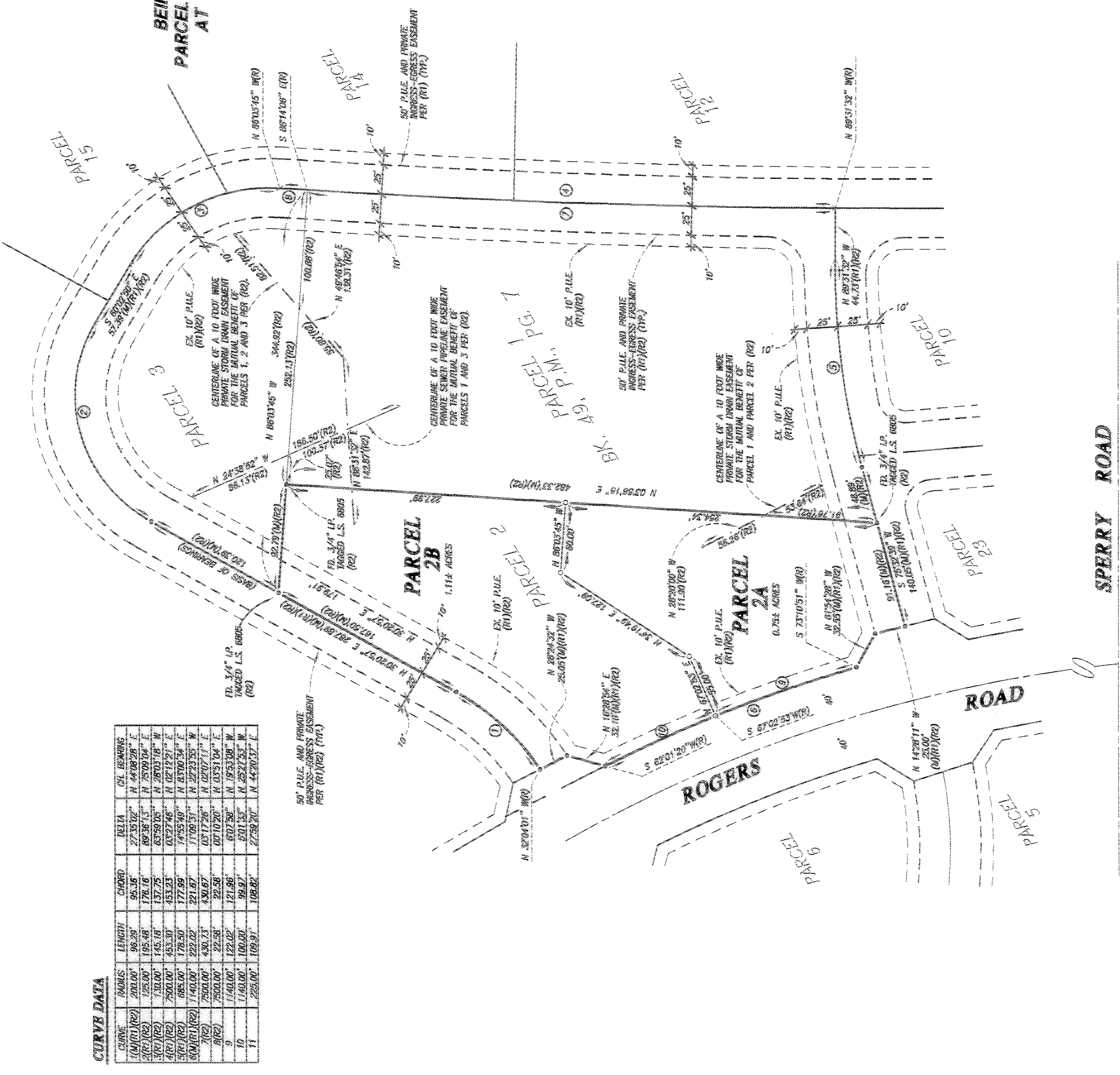
COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA
LEE JUNGROCK
PRINTED NAME

SHEET 2 OF 2

51-PM-86

CURVE DATA

CURVE	BEARINGS	LENGTH	CHORD	DELTA	CHL BEARING
1	(01)(01)(02)	201.00'	95.16'	27°15'10"	N 44°08'28" E
2	(03)(02)	125.00'	178.16'	69°36'15"	N 75°09'04" E
3	(03)(02)	135.00'	145.18'	83°59'05"	N 26°03'18" W
4	(03)(02)	7500.00'	453.30'	03°27'46"	N 02°12'21" W
5	(03)(02)	685.00'	178.50'	14°55'49"	N 83°00'58" E
6	(01)(01)(02)	1401.00'	222.02'	11°09'51"	N 22°23'55" W
7	(02)	7500.00'	430.21'	03°17'26"	N 02°07'11" E
8	(02)	7500.00'	222.58'	00°10'20"	N 03°51'04" E
9	(02)	1401.00'	122.02'	12°1'46"	N 19°53'08" W
10	(02)	1401.00'	100.00'	5°01'53"	N 22°27'53" W
11	(02)	225.00'	109.91'	27°59'20"	N 44°20'37" E



6951PML006 OCTOBER 11, 2002

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OWNERS' STATEMENT

WE AS OWNER, AND/OR AS TRUSTEE, HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS PARCEL MAP, AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA, AS SHOWN HEREON.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC, ALL EASEMENTS, RIGHT OF WAYS, AND WIDENINGS AS SHOWN HEREON. WE RESERVE UNTO OURSELVES ALL PRIVATE INGRESS & EGRESS EASEMENTS.

OWNERS: VILLA DEL LAGO ASSOCIATES, LLC

BY: *Dominic Michael Speno* 8/17/96 DATE

DOMINIC MICHAEL SPENO - Manager

TRUSTEE: CALIFORNIA NATIONAL BANK

BY: *Michael R. Johnson* 8-16-96 DATE
Executive Vice-President

BY: _____ DATE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF San Joaquin

ON THIS 14th DAY OF August, 1996, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOMINIC MICHAEL SPENO, PERSONALLY KNOWN TO ME (OR PROVED ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND SEAL: *Daniel A. Harich*

PRINCIPLE PLACE OF BUSINESS: San Joaquin COUNTY

COMMISSION EXPIRES: Aug. 18, 1997

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF San Francisco

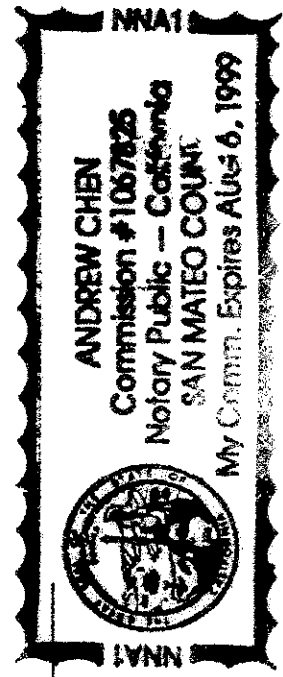
ON THIS 16th DAY OF August, 1996, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED *Michael Johnson*, PERSONALLY KNOWN

TO ME (OR PROVED ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND SEAL: *Andrew Chen*

PRINCIPLE PLACE OF BUSINESS: San Francisco COUNTY

COMMISSION EXPIRES: Aug 6, 1999



PARCEL MAP

BEING A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

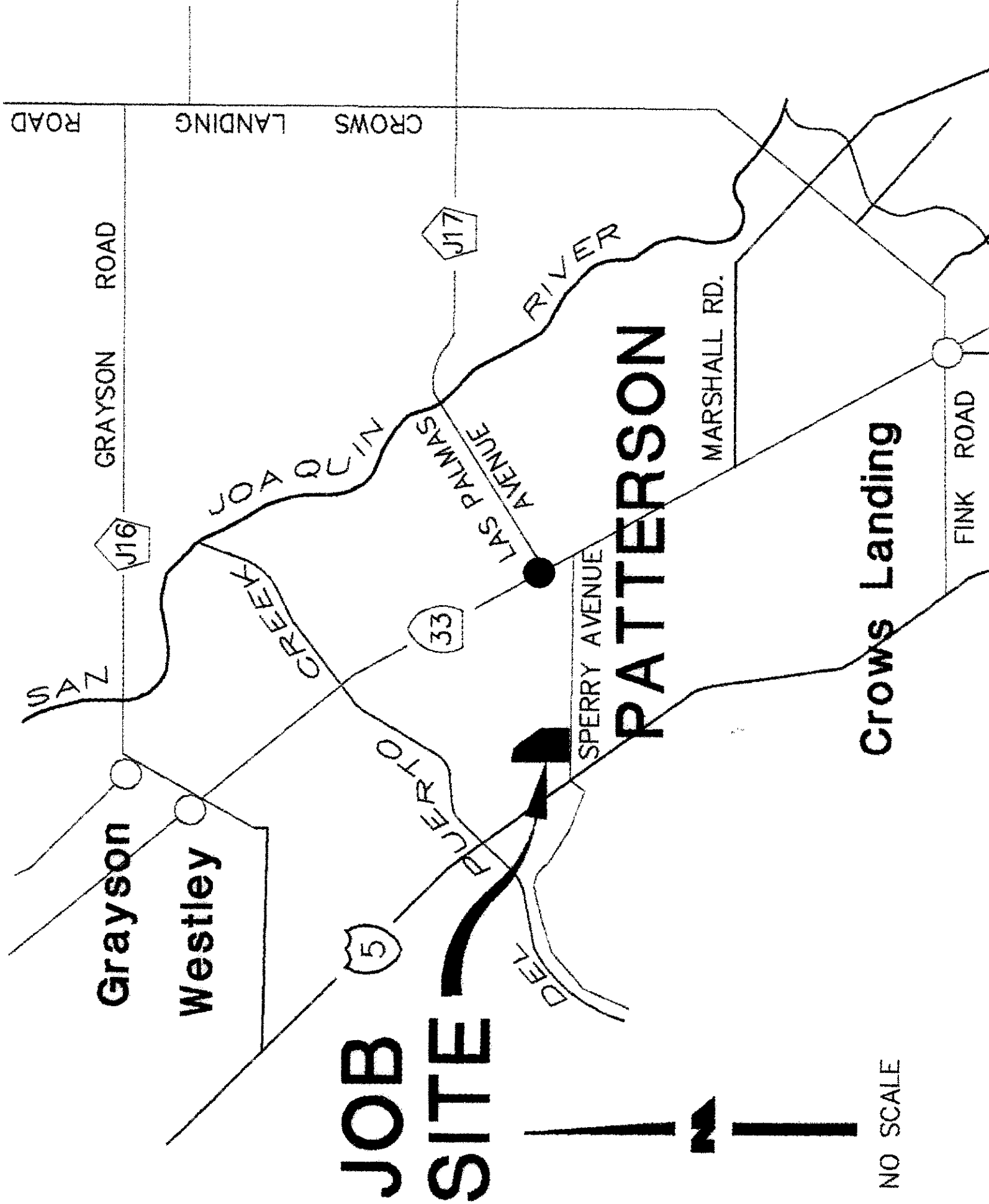
STANISLAUS COUNTY, CALIFORNIA

MARCH, 1995



NOLTE and ASSOCIATES
Engineers/Planners/Surveyors

302 CHERRY LANE, SUITE 201
MANTECA, CALIFORNIA 95337
TELEPHONE: (209) 239-9080



EASEMENT HOLDERS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS OF RECORD ARE OMITTED.

RIGHT OF WAY EASEMENT GRANTED TO VALLEY PIPE LINE COMPANY, RECORDED MAY 23, 1915 IN VOLUME 217, OF DEEDS, PAGE 350, AS DOCUMENT NO. 3788.

RIGHT OF WAY EASEMENT TO OPERATE PIPE LINE, GRANTED TO STANDARD OIL COMPANY, RECORDED SEPTEMBER 17, 1945 IN BOOK 831, OFFICIAL RECORDS, PAGE 71, AS DOCUMENT NO. 16240.

RIGHT OF WAY AND EASEMENT TO FLOOD, SEEP AND OVERFLOW, GRANTED TO THE UNITED STATES OF AMERICA, RECORDED SEPTEMBER 23, 1946 IN BOOK 867, OFFICIAL RECORDS, PAGE 9, AS DOCUMENT NO. 26802.

RIGHT OF WAY EASEMENT, GRANTED TO STATE OF CALIFORNIA, RECORDED AUGUST 16, 1966 IN BOOK 2219, OFFICIAL RECORDS, PAGE 460, AS DOCUMENT NO. 28431.

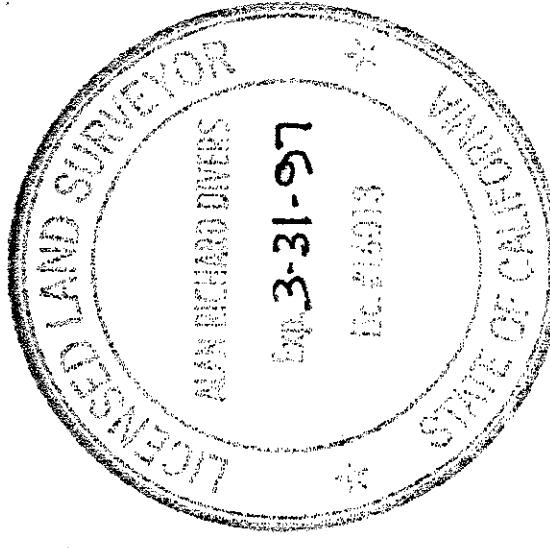
SURVEYOR'S STATEMENT

I, ALAN R. DIVERS, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, AND THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DOMINIC SPENO IN OCTOBER, 1994. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND ALL MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 13 DAY OF August, 1996.

SIGNED: *Alan R. Divers*
ALAN R. DIVERS, LS 6013

LICENSE EXPIRATION DATE: MARCH 31, 1997



COUNTY RECORDER'S STATEMENT

FILED THIS 6 DAY OF Sept., 1996, AT 1:13 P.M.

BOOK 47 OF PARCEL MAPS, AT PAGE 87, AT THE REQUEST OF NOLTE AND ASSOCIATES.

INSTRUMENT NO. 75699

Fee \$ 26.00

KAREN MATHEWS, COUNTY RECORDER

BY: *Pat Seely*, DEPUTY

PARCEL MAP

BEING A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

STANISLAUS COUNTY, CALIFORNIA
MARCH, 1995

N **NOLTE and ASSOCIATES**
Engineers/Planners/Surveyors

302 CHERRY LANE, SUITE 201
MANTECA, CALIFORNIA 95337
TELEPHONE: (209) 239-9080

AGRICULTURAL STATEMENT:

MANY PROCEDURES NORMAL AND NECESSARY TO THE OPERATION OF AGRICULTURAL USES SUCH AS FIELD CROPS, VINEYARDS, ORCHARDS, DAIRY AND POULTRY FARMS AND FEED LOTS RESULT IN NOISE, ODOR, DUST, SPRAYING, IRRIGATION OR OTHER POTENTIALLY DETRIMENTAL EFFECTS TO RESIDENTIAL USE OF ADJACENT PROPERTIES. ALL PERSONS PURCHASING LOTS WITHIN THE CONFINES OF THIS APPROVED MAP FOR THE PURPOSE OF ESTABLISHING RESIDENCE SHOULD INVESTIGATE THE LIKELIHOOD OF SUCH CONFLICTS.

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS:

A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR AN PART THEREOF.

B. RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS 28th DAY OF AUGUST, 1996

REAGAN M. WILSON, CLERK OF THE BOARD OF SUPERVISORS, STANISLAUS COUNTY, CALIFORNIA

BY: Karen Burdick
DEPUTY
KAREN BURDICK



TAX COLLECTOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THERE ARE NO LIENS FOR ANY UNPAID STATE, COUNTY, SCHOOL, MUNICIPAL, OR IRRIGATION TAXES, OR SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

AS TO COUNTY, STATE, SCHOOL OR MUNICIPAL TAXES.

DATED THIS 28 DAY OF August, 1996

TOM WATSON, COUNTY TAX COLLECTOR

APR # 021-2619-720

BY: Rebecca J. Gregory
DEPUTY

Rebecca J. Gregory

COUNTY SURVEYOR'S STATEMENT

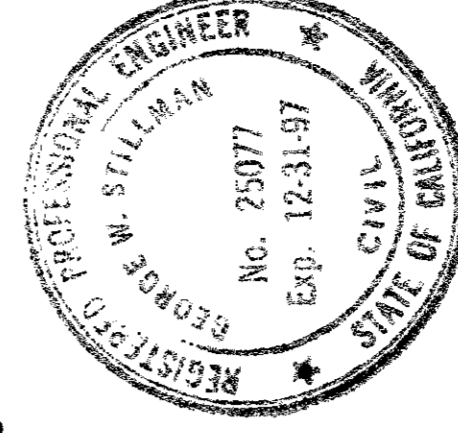
THIS IS TO CERTIFY THAT THE ACCOMPANYING MAP HAS BEEN EXAMINED, THAT IT SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF THE STATE SUBDIVISION MAP ACT, CHAPTER 2, AND TITLE 20, STANISLAUS COUNTY SUBDIVISION CODE HAVE BEEN COMPLIED WITH, AND THE MAP IS TECHNICALLY CORRECT.

I HEREBY REJECT THE OFFER OF DEDICATION OF THE VARIABLE WIDTH OF ROGERS ROAD, ROGERS COURT, AND SPERRY AVENUE FOR ROAD RIGHT OF WAY AND ALL THE EASEMENTS AS SHOWN HEREON AT THIS TIME, BUT RESERVING THE RIGHT TO ACCEPT THE OFFER AT ANY FUTURE TIME ON BEHALF OF THE PUBLIC, FOR PUBLIC USE.

DATED THIS 5th DAY OF September, 1996

GEORGE STILLMAN, COUNTY SURVEYOR

BY: George Stillman
R.C.E. NO. 25077 Exp 12-31-97



COUNTY RECORDER'S STATEMENT

FILED THIS 6 DAY OF Sept, 1996, AT 3:13 P.M. IN BOOK 47 OF PARCEL MAPS, AT PAGE 87, AT THE REQUEST OF NOLTE AND ASSOCIATES.

INSTRUMENT NO. 75699

Fee \$ 26.00

KAREN MATHEWS, COUNTY RECORDER

BY: Karen Mathews, DEPUTY

PARCEL MAP

BEING A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

STANISLAUS COUNTY, CALIFORNIA

MARCH, 1995

NOLTE and ASSOCIATES
Engineers/Planners/Surveyors

302 CHERRY LANE, SUITE 201
MANTECA, CALIFORNIA 95337
TELEPHONE: (209) 239-9080

BASIS OF BEARINGS:

BASIS OF BEARINGS TAKEN FROM STATE HIGHWAY MAP ROUTE 5, DISTRICT 10, STANISLAUS COUNTY, POST MILE 0.0-28.04, SHEET 21 OF 34 ON FILE AT THE CALTRANS OFFICE IN STOCKTON, CA. (SEE MAP THIS SHEET)

REFERENCES:

- (A) VOLUME 7, SURVEYS, PAGE 18, S.C.R.
- (B) STATE HIGHWAY MAP I-5 SHOWING MONUMENTS DISTRICT 10, POST MILE 0.0-28.04 SHEET 21 OF 34.
- (C) CALCULATED
- (D) VOLUME 21, SURVEYS, PAGE 77, S.C.R.
- (E) PROPERTY DEED INST. NO. 94-0079630-00
- (M) MEASURED - ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.

LEGEND:

- FOUND MONUMENT AS NOTED.
- SET 3/4" X 30" IRON PIPE WITH PLASTIC PLUG STAMPED LS 6013.
- ⊙ SET 3/4" X 30" IRON PIPE TAGGED LS 6013, IN MONUMENT BOX SEARCHED FOUND NOTHING.
- SFN STANISLAUS COUNTY RECORDS
- S.C.R. PARCEL MAP
- P.M. RECORD OF SURVEY
- R.S. FOUND
- FD. IRON PIPE

COUNTY RECORDER'S STATEMENT

FILED THIS 6 DAY OF Sept, 1995,

AT 1:13 P.M. IN BOOK 47 OF PARCEL MAPS

AT PAGE 87, AT THE REQUEST OF NOLTE AND ASSOCIATES.

DOCUMENT NO. 75699

FEE 26.00

KAREN MATHEWS, COUNTY RECORDER

BY: Pat Seidel, ASSISTANT RECORDER

CO. FILE NO. 92-45

SHEET 3 OF 7

See Cert of Correction 95-038895 47-PM-87

SOUTH 1/4 CORNER
FD 2" I.P.(D) WITH
3" BRASS DISC
IN MON. WELL
STAMPED "STANISLAUS
COUNTY 1972 LS 3260
26 T5S
35 R7E

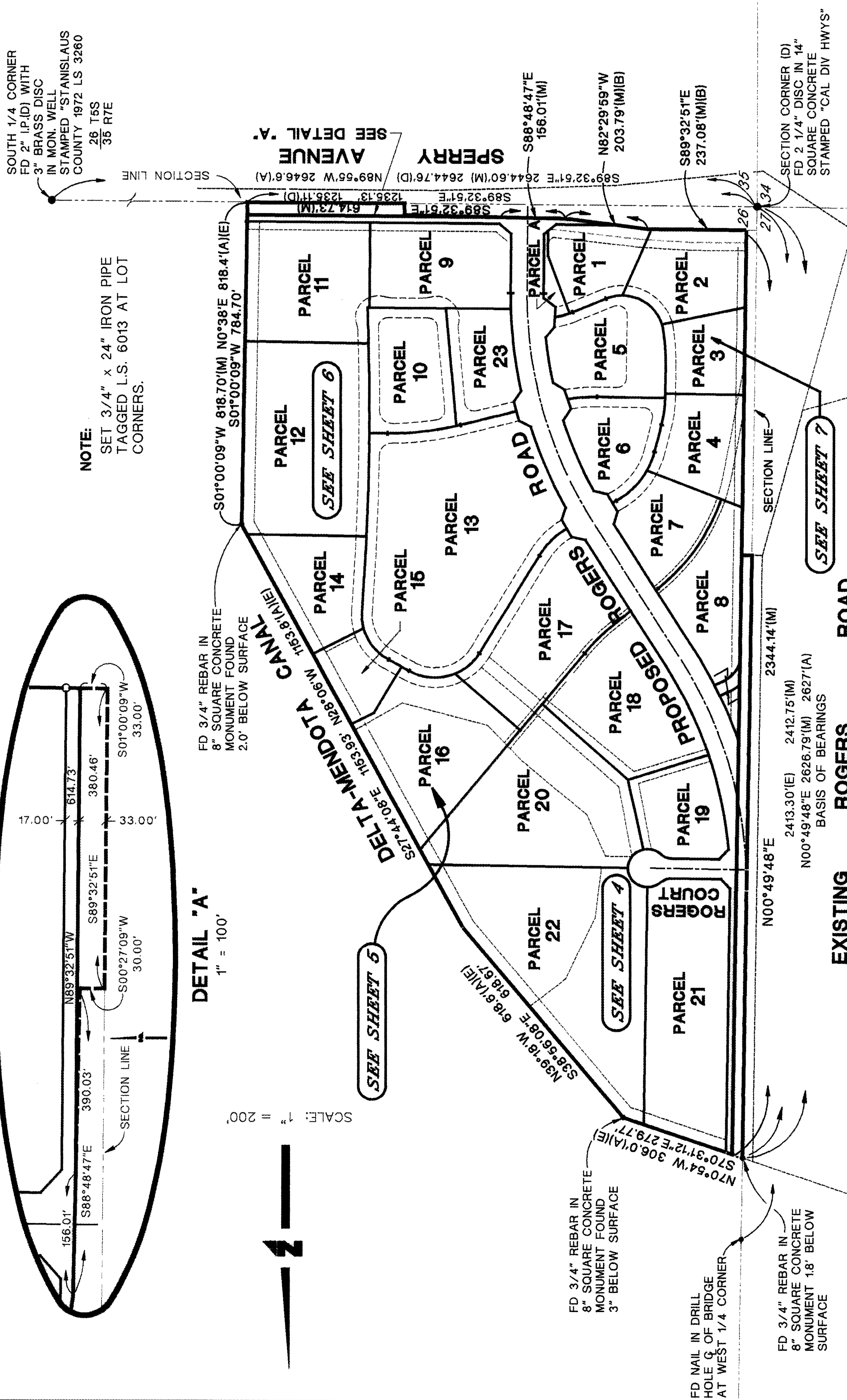
NOTE:

SET 3/4" x 24" IRON PIPE TAGGED L.S. 6013 AT LOT CORNERS.

DETAIL "A"

1" = 100'

SCALE: 1" = 200'



CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	CH BEARING	DELTA	CURVE	RADIUS	LENGTH	CHORD	CH BEARING	DELTA
C1	75.00'	67.65'	65.29'	N38°37'51"E	61°36'03"	C26	200.00'	8.61'	8.61'	S68°08'22"W	02°28'03"
C2	105.00'	30.08'	29.98'	N56°13'27"E	16°24'50"	C27	200.00'	45.59'	45.49'	N73°26'09"E	13°03'39"
C3	1100.00'	181.12'	180.92'	N06°41'28"W	09°28'03"	C28	100.00'	40.32'	40.05'	N78°27'30"E	23°06'19"
C3A	1100.00'	53.83'	53.82'	N00°34'19"W	02°48'14"	C29	100.00'	129.37'	129.53'	S52°55'41"E	74°07'20"
C4	1100.00'	385.15'	383.19'	N21°26'20"W	20°03'41"	C30	100.00'	11.32'	11.32'	S12°37'15"E	06°29'32"
C5	1100.00'	612.85'	604.95'	S15°19'11"E	32°17'58"	C31	100.00'	181.02'	181.02'	S61°14'04"E	103°43'11"
C6	1100.00'	612.85'	604.95'	S15°19'11"E	32°17'58"	C32	500.00'	89.05'	88.93'	N04°16'20"W	10°12'17"
C7	1060.00'	5.83'	5.83'	N00°40'24"E	00°18'54"	C33	300.00'	68.63'	68.48'	N07°23'00"E	13°06'26"
C8	1060.00'	245.05'	244.50'	S11°25'17"E	13°14'44"	C34	200.00'	51.21'	51.07'	N42°16'19"E	14°40'13"
C9	1060.00'	248.37'	247.81'	S24°45'24"E	13°25'31"	C35	200.00'	107.54'	106.25'	N44°00'39"E	30°48'26"
C10	1060.00'	493.42'	488.98'	N18°08'02"W	28°40'15"	C36	200.00'	158.75'	154.81'	N36°40'32"E	45°28'39"
C11	1140.00'	123.44'	123.38'	N12°42'46"W	08°12'13"	C37	375.00'	71.08'	70.98'	N85°23'59"E	10°51'38"
C12	1140.00'	30.00'	30.00'	S28°34'07"E	01°30'29"	C38	490.00'	328.14'	328.14'	S29°56'16"W	39°07'32"
C13	1140.00'	102.40'	102.37'	S28°53'46"E	05°08'48"	C39	500.00'	275.47'	275.47'	N33°43'03"E	31°33'59"
C14	1140.00'	255.84'	255.30'	S25°02'25"E	12°51'30"	C40	510.00'	348.26'	341.54'	S29°56'16"W	39°07'32"
C15	1140.00'	222.02'	221.67'	N22°23'55"W	11°09'31"	C41	23.00'	39.96'	35.12'	N54°41'02"W	99°32'37"
C16	1060.00'	193.73'	193.46'	N22°25'02"W	10°28'18"	C42	55.00'	16.65'	16.65'	S03°45'30"W	17°20'29"
C17	1060.00'	116.73'	116.73'	N08°41'51"W	06°18'47"	C43	55.00'	114.54'	94.93'	N47°13'48"W	119°19'07"
C18	1140.00'	249.59'	249.10'	N05°49'12"W	12°32'41"	C44	55.00'	16.65'	16.65'	N81°46'53"E	17°20'29"
C19	1060.00'	118.4'	118.4'	S00°07'55"W	00°38'24"	C45	55.00'	16.65'	16.65'	S80°52'38"E	17°20'29"
C20	2250.00'	2.42'	2.42'	N89°34'42"W	00°38'34"	C46	55.00'	16.65'	16.65'	S44°24'33"W	126°46'08"
C21	2250.00'	57.40'	57.24'	S74°12'19"W	14°38'57"	C47	55.00'	16.71'	16.71'	N10°14'30"W	17°28'03"
C22	23.00'	45.73'	45.56'	S58°07'56"E	13°55'28"	C48	685.00'	10.00'	10.00'	N00°14'30"W	17°28'03"
C23	23.00'	36.13'	36.53'	S45°49'48"W	90°00'00"	C49	685.00'	168.50'	168.50'	N83°25'39"E	14°05'39"
C24	400.00'	79.60'	79.47'	N85°07'45"E	11°24'07"	C50	685.00'	177.99'	177.99'	S78°57'44"W	00°50'10"
C25	200.00'	36.98'	36.92'	N74°40'11"E	10°35'36"	C51	200.00'	95.29'	95.36'	N44°08'28"E	27°35'02"

117505192_8081P43

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

PARCEL MAP

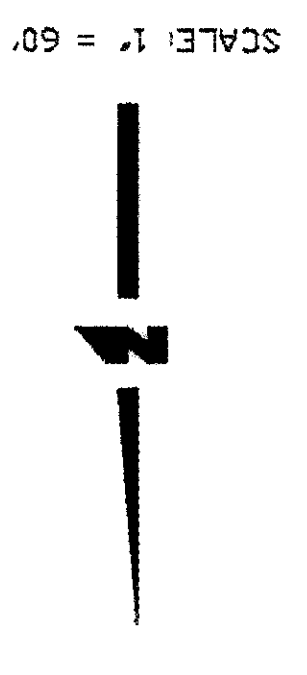
BEING A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

STANISLAUS COUNTY, CALIFORNIA
MARCH, 1995

NOLTE and ASSOCIATES
Engineers/Planners/Surveyors

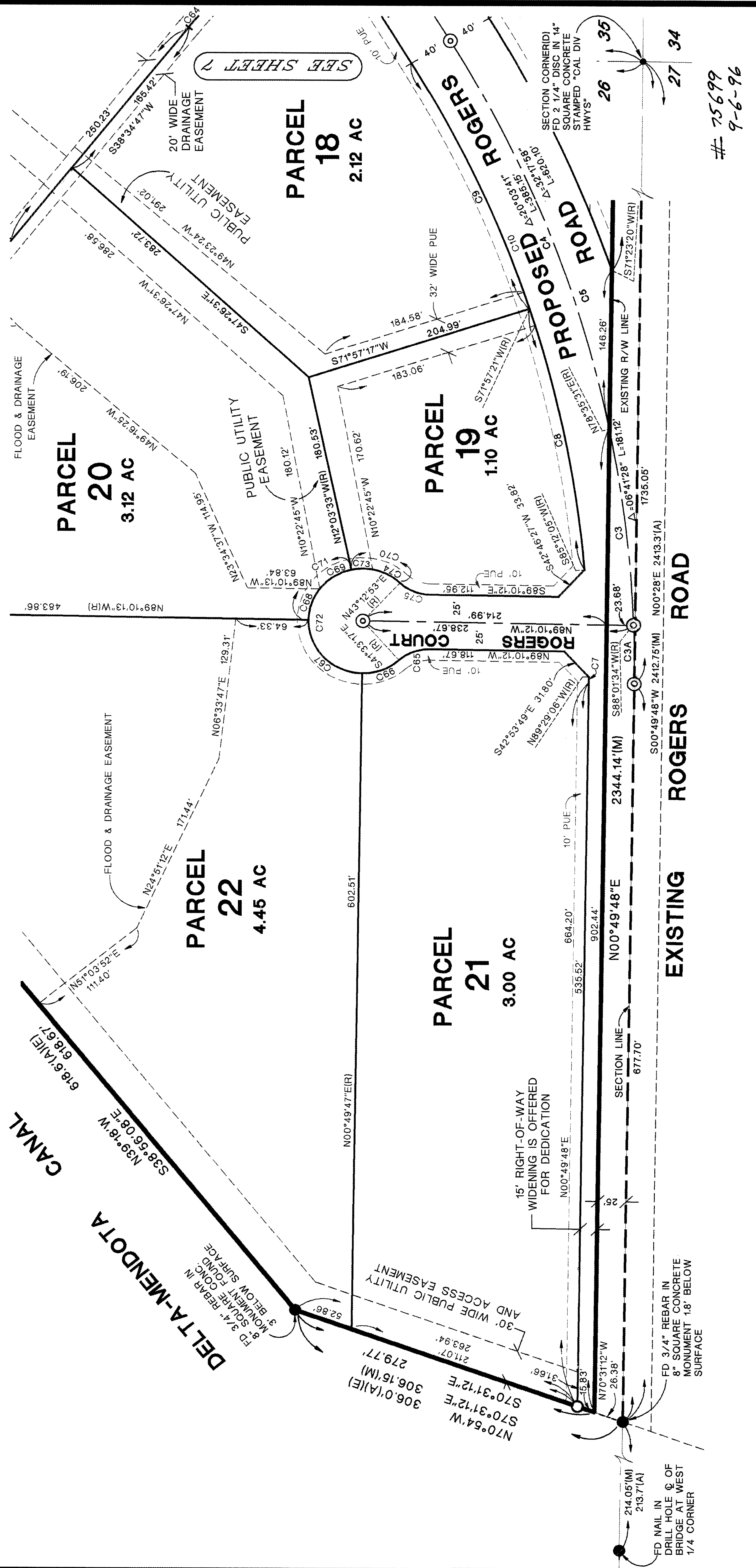
302 CHERRY LANE, SUITE 201
MANTECA, CALIFORNIA 95337
TELEPHONE: (209) 239-9080

SEE SHEET 3 FOR CURVE DATA



SEE SHEET 5

SEE SHEET 7



#- 75699
9-6-96

CO. FILE NO. 92-45

SHEET 4 OF 7

See Cert of Correction 98-038925 47-PM-87

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

H7-PM-87

SHEET 6 OF 7

47-PM-87

See Cert of Correction 98-038905

CO. FILE NO. 92-45

PARCEL MAP

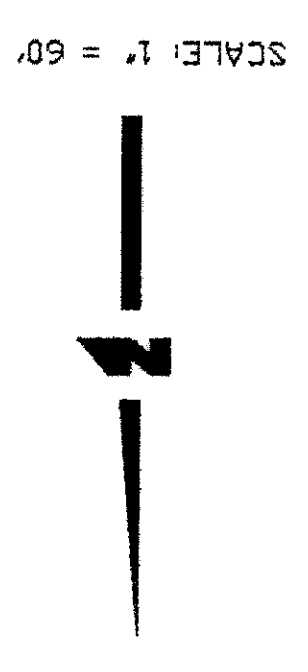
BEING A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

STANISLAUS COUNTY, CALIFORNIA
MARCH, 1995



NOLTE and ASSOCIATES
Engineers/Planners/Surveyors

302 CHERRY LANE, SUITE 201
MANTECA, CALIFORNIA 95337
TELEPHONE: (209) 239-9080

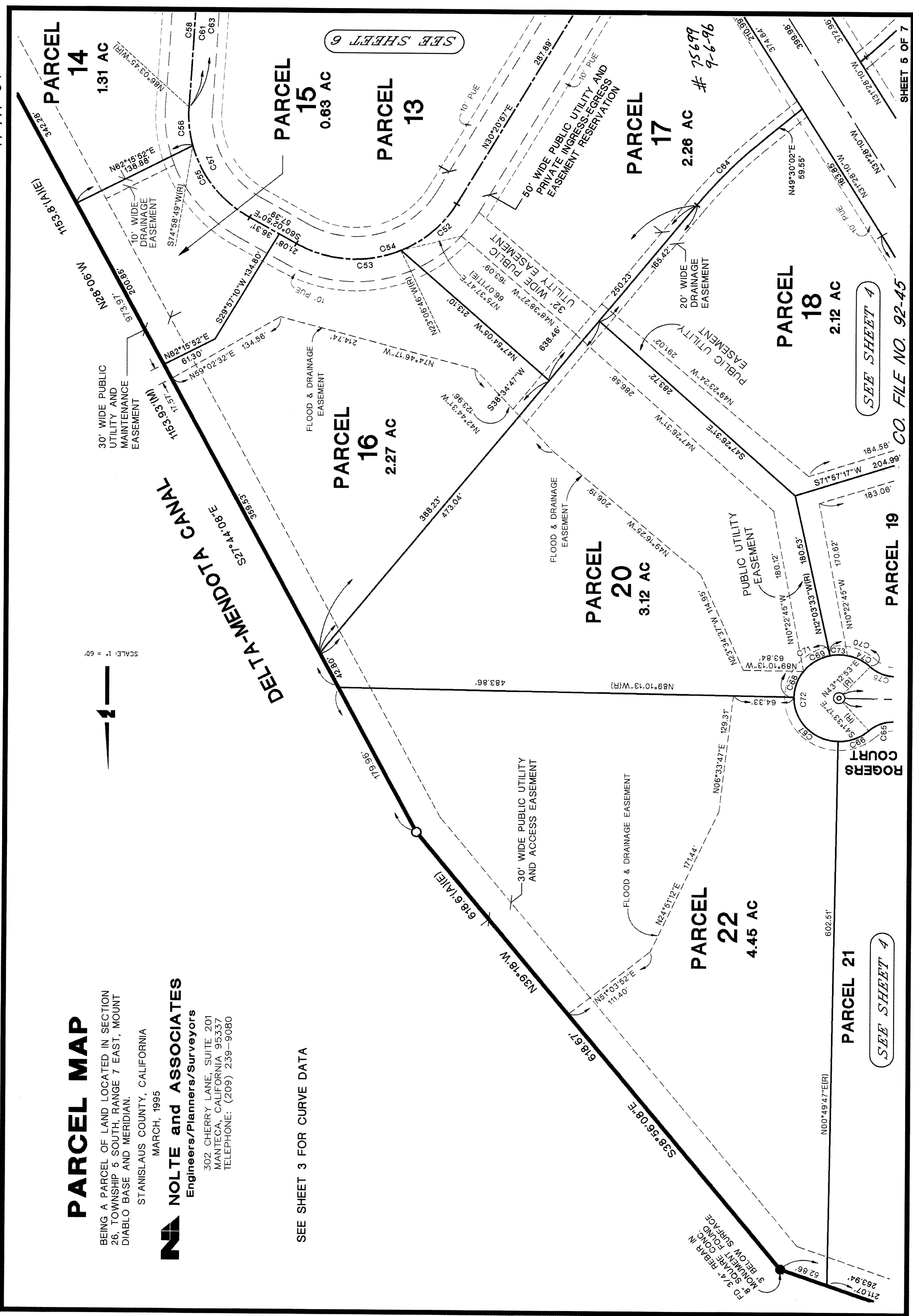


SEE SHEET 3 FOR CURVE DATA

SEE SHEET 6

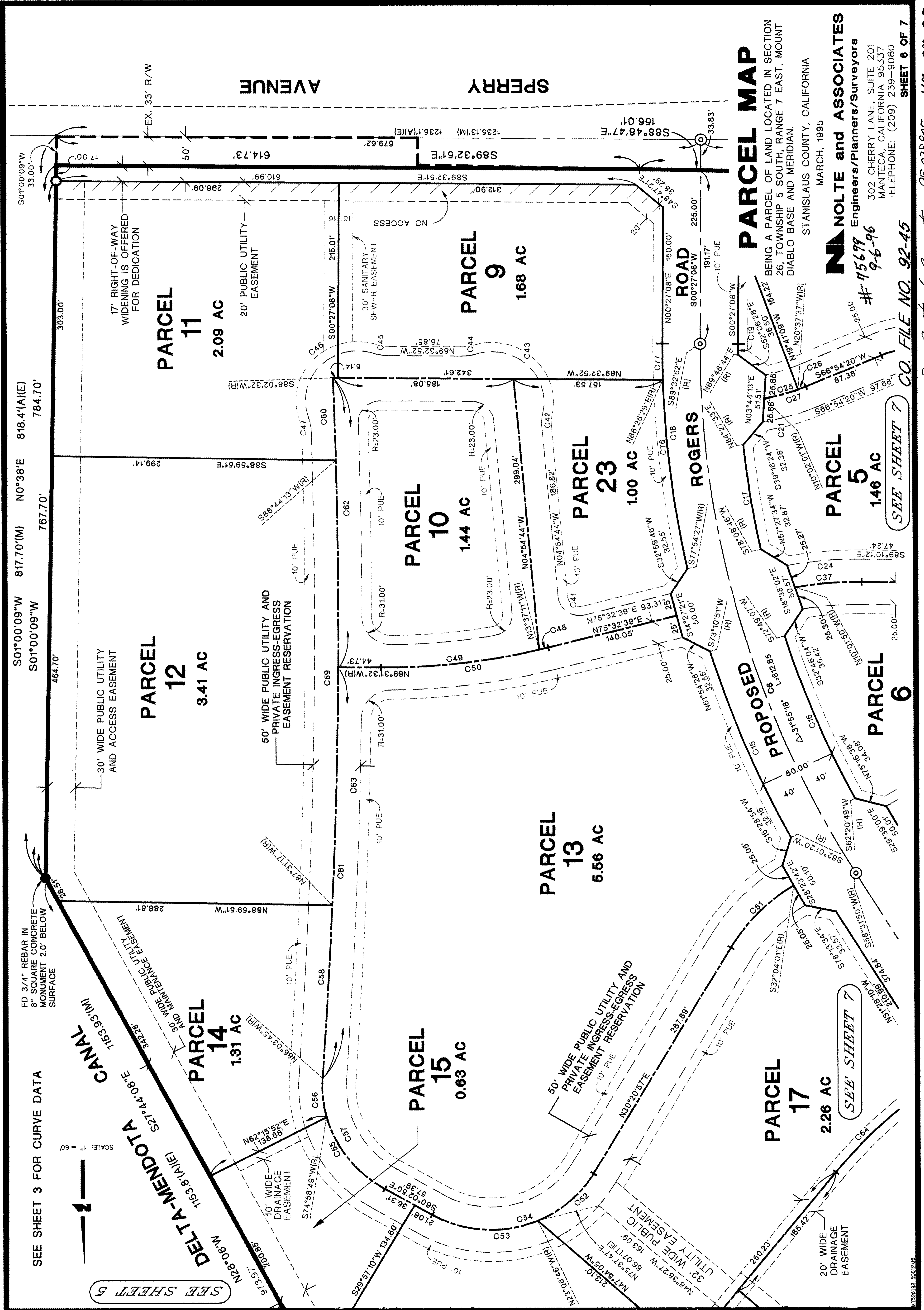
SEE SHEET 4

SEE SHEET 4



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

47-PM-87



PARCEL MAP
 BEING A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.
 STANISLAUS COUNTY, CALIFORNIA
 MARCH, 1995

NOLTE and ASSOCIATES
 Engineers/Planners/Surveyors
 # 15699
 302 CHERRY LANE, SUITE 201
 MANTECA, CALIFORNIA 95337
 TELEPHONE: (209) 239-9080

CO. FILE NO. 92-45
 SHEET 6 OF 7

See Cert of Correction 98-038905 47-PM-87

SEE SHEET 3 FOR CURVE DATA

SCALE: 1" = 60'



SEE SHEET 5

SEE SHEET 7

SEE SHEET 7

11/26/1992 5:59PM

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

PARCEL MAP

FOR
VILLA DEL LAGO ASSOCIATES, L.L.C.

BEING A SUBDIVISION OF PARCEL 13 AS SHOWN ON THE
PARCEL MAP FILED FOR RECORD AT BOOK 47 OF PARCEL MAPS,
AT PAGE 87, STANISLAUS COUNTY RECORDS, SITUATE IN
SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST,
MOUNT DIABLO BASE AND MERIDIAN,
STANISLAUS COUNTY, CALIFORNIA

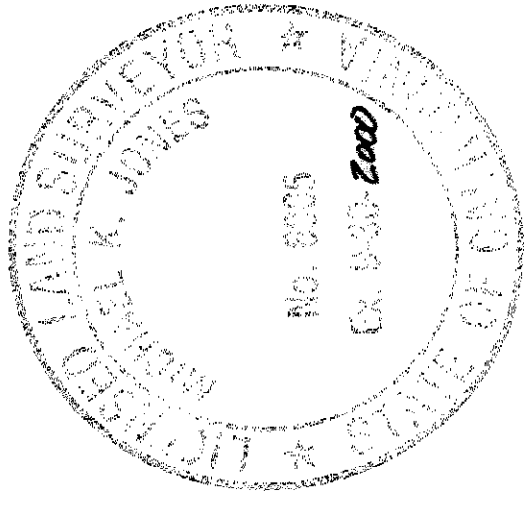
O'Dell Engineering

1101 M STREET SUITE 1, MODESTO, CALIFORNIA

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DOMINIC SPENO, IN AUGUST 1998, AND ALL MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 31st DAY OF August, 1998.



MICHAEL K. JONES L.S. 6805
LICENSE EXPIRATION DATE: SEPT. 30, 2000

COUNTY SURVEYOR'S STATEMENT:

THIS IS TO CERTIFY THAT THE ACCOMPANYING MAP HAS BEEN EXAMINED. THAT ALL THE PROVISIONS OF THE STATE SUBDIVISION MAP ACT, CHAPTER 2, AND TITLE 20, STANISLAUS COUNTY SUBDIVISION CODE HAVE BEEN COMPLIED WITH AND THE MAP IS TECHNICALLY CORRECT.

DATED THIS 2th DAY OF October, 1998

GEORGE STILLMAN, STANISLAUS COUNTY SURVEYOR

BY: George Stillman DEPUTY

REGISTRATION EXPIRATION DATE: DECEMBER 31,

DATE

TAX COLLECTOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THERE ARE NO LIENS FOR ANY UNPAID STATE, COUNTY, SCHOOL, MUNICIPAL OR IRRIGATION TAXES, SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE, AGAINST THE LAND SHOWN ON THIS MAP.

AS TO STATE, COUNTY, SCHOOL OR MUNICIPAL TAXES:

TOM WILSON, COUNTY TAX COLLECTOR

BY: David R. Calk DEPUTY

PRINTED NAME

DATED THIS 5th DAY OF October, 1998

APN # 021-2804-310

RECORDER'S STATEMENT:

FILED THIS 7 DAY OF Oct, 1998, AT 1:35 P.M. IN BOOK 49

OF PARCEL MAPS, AT PAGE 7, AT THE REQUEST OF VILLA DEL LAGO ASSOCIATES, L.L.C.

FEES: 11.00

INSTRUMENT NO. 92608

BY: Pat Seidel ASSISTANT/DEPUTY RECORDER

PRINTED NAME

COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA

KAREN MATHEWS

OWNER'S STATEMENT:

WE, THE UNDERSIGNED OWNERS, HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS PARCEL MAP, AND I CONSENT TO THE MAKING AND THE FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER.

OWNER: VILLA DEL LAGO ASSOCIATES, LLC

BY: Dominic Michael Speno MANAGER
DATE: 9/3/98

TRUSTEE: GREATER BAY BANCORP.

BY: Colleen Carlsted SW DATE: 9/5/98

BY: Colleen Carlsted S.V.P. DATE: _____

NOTARY STATEMENT:

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA } S.S.

ON THIS 3 DAY OF SEP, 1998, BEFORE ME, KRYSTYNA S. MARCINIAK

A NOTARY PUBLIC, PERSONALLY APPEARED DOMINIC M. SPENO

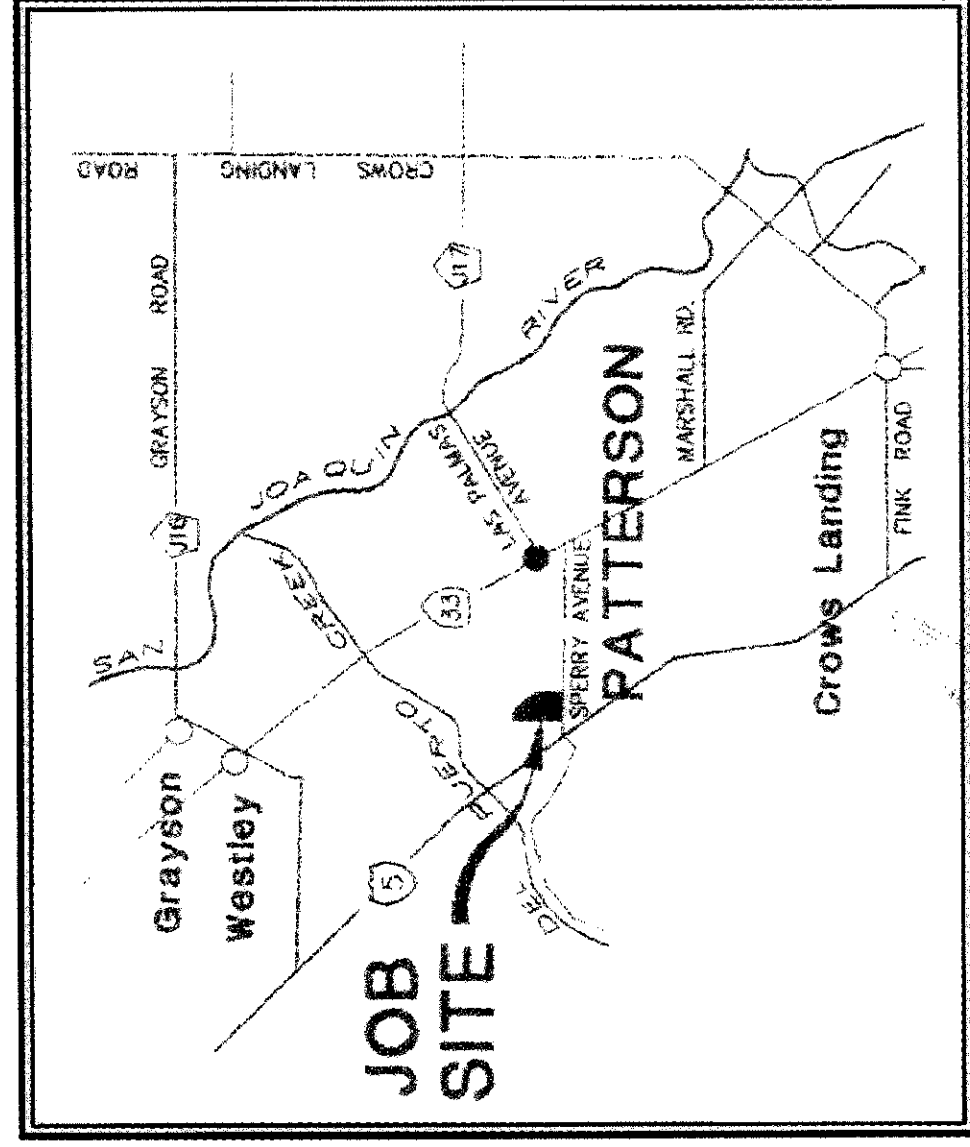
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN (S)HE/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY (S)HE/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND Krystyna S. Marciniak

PRINTED NAME KRYSTYNA S. MARCINIAK

MY COMMISSION EXPIRES Jan. 8, 2000

PRINCIPAL COUNTY OF BUSINESS SANTA CLARA



CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISOR'S:

(CHECK ONE)

A) A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.

B) RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

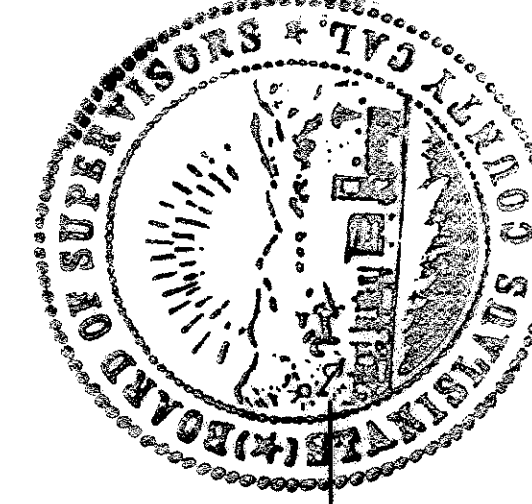
DATED THIS 6th DAY OF October, 1998

REAGAN M. WILSON

CLERK OF THE BOARD OF SUPERVISORS, STANISLAUS COUNTY

BY: Elizabeth A. King DEPUTY

PRINTED NAME



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

PARCEL MAP

FOR

VILLA DEL LAGO ASSOCIATES, L.L.C.

BEING A SUBDIVISION OF PARCEL 13 AS SHOWN ON THE
 PARCEL MAP FILED FOR RECORD AT BOOK 47 OF PARCEL MAPS,
 AT PAGE 87, STANISLAUS COUNTY RECORDS, SITUATE IN
 SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST,
 MOUNT DIABLO BASE AND MERIDIAN,
 STANISLAUS COUNTY, CALIFORNIA

O'Dell Engineering

1101 M STREET SUITE 1, MODESTO, CALIFORNIA

BASIS OF BEARINGS

THE BEARING OF NORTH 30°20'57" EAST FOR THE NORTH-WESTERLY
 LINE OF PARCEL 13 AS SHOWN ON THE PARCEL MAP FILED FOR
 RECORD IN BOOK 47, AT PAGE 87, STANISLAUS COUNTY RECORDS,
 WAS USED AS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP.

CURVB DATA

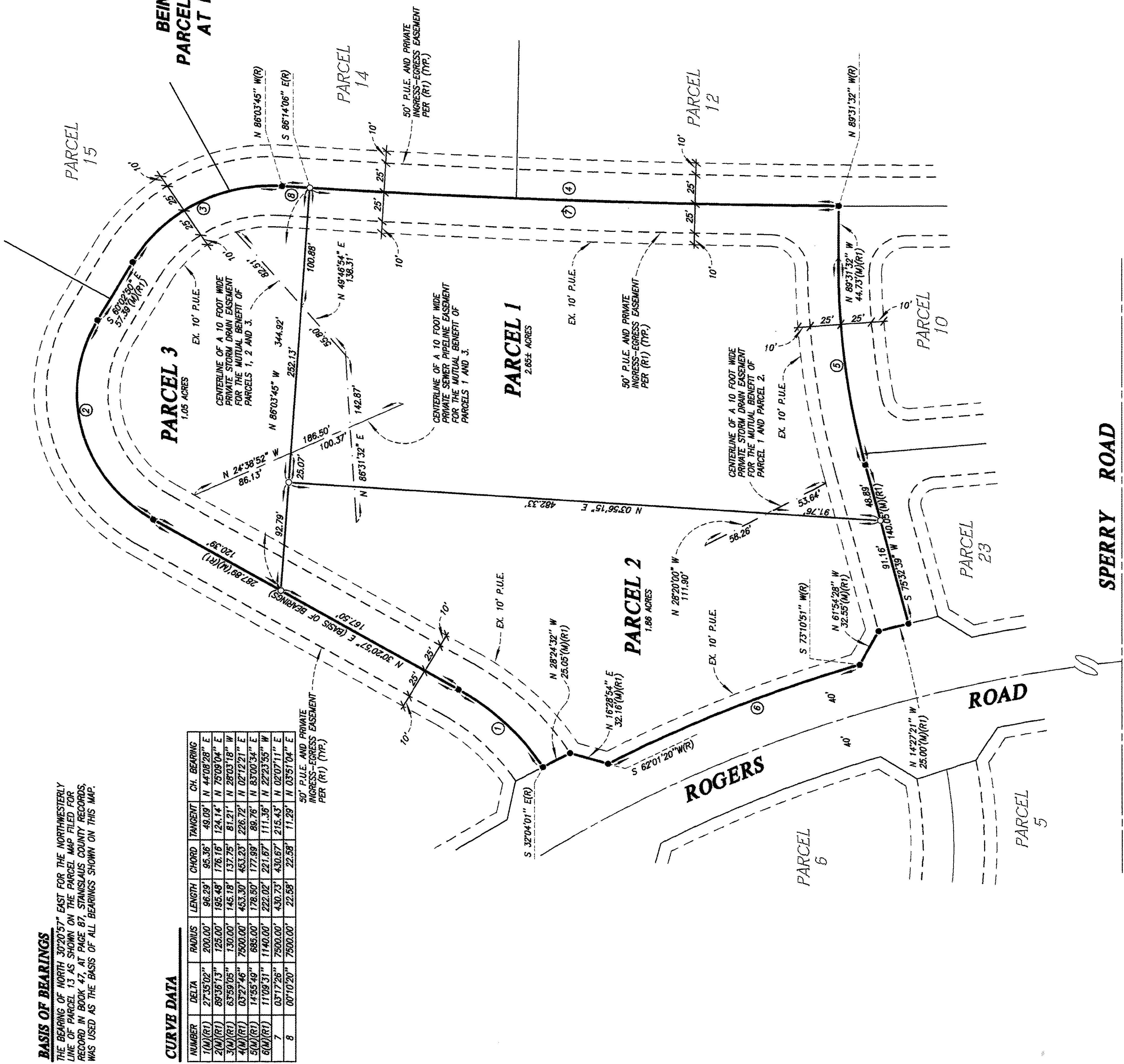
NUMBER	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CH. BEARING
1(M)(R1)	27°55'02"	200.00'	86.23'	95.36'	49.09'	N 44°08'28" E
2(M)(R1)	89°36'13"	125.00'	195.48'	176.16'	124.14'	N 75°09'04" E
3(M)(R1)	63°59'05"	130.00'	145.19'	137.75'	81.21'	N 28°03'18" W
4(M)(R1)	03°27'46"	7500.00'	453.30'	453.23'	226.72'	N 02°12'21" E
5(M)(R1)	14°55'49"	685.00'	178.50'	177.99'	89.76'	N 83°00'34" E
6(M)(R1)	11°09'41"	1140.00'	222.02'	221.67'	111.36'	N 22°23'55" W
7	03°17'26"	7500.00'	430.73'	430.67'	215.43'	N 02°07'11" E
8	00°10'50"	7500.00'	22.58'	22.58'	11.29'	N 03°51'04" E

REFERENCES:

(M) - ALL DISTANCES ARE MEASURED THIS SURVEY, UNLESS OTHERWISE NOTED.
 (R1) - PARCEL MAP FILED FOR RECORD ON SEPT. 6, 1996 IN
 BOOK 47 OF PARCEL MAPS, AT PAGE 87, S.C.R. AND
 CERTIFICATE OF CORRECTION FILED ON APRIL 30, 1998
 AT INSTRUMENT NUMBER 98-0008902, S.C.R.

LEGEND:

- FOUND 3/4" I.P., TAGGED R.C.E. 29547 PER (R1)
- SET 3/4"(I.D.) x 24" IRON PIPE TAGGED L.S. 6805
- EX. EXISTING
- (LD.) INSIDE DIAMETER
- P.M. PARCEL MAPS
- P.U.E. PUBLIC UTILITY EASEMENT
- S.C.R. STANISLAUS COUNTY RECORDS
- S.F.N. SEARCHED, FOUND NOTHING
- (R) RADIAL BEARING



SCALE 1" = 60'

RECORDER'S STATEMENT:

FILED THIS 7 DAY OF Oct, 1998, AT 1:35 P.M. IN BOOK 49
 OF PARCEL MAPS, AT PAGE 7, AT THE REQUEST OF VILLA DEL LAGO
 ASSOCIATES, L.L.C.

FEE: \$ 11.00

INSTRUMENT No. 92608

COUNTY RECORDER OF
 STANISLAUS COUNTY, CALIFORNIA
 KAREN MATHEWS

By: *Pat Seidel*
 ASSISTANT/DEPUTY RECORDER
Pat Seidel
 PRINTED NAME

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

PATTERSON UNIFIED SCHOOL DISTRICT
200 NORTH 7TH STREET
P.O. BOX 547
PATTERSON, CA 95363

069011 JUL 22 92

RECORDED AT BY

Patterson Unified Sch. Dist.

OFFICIAL RECORDS
STANISLAUS CO. CALIF.
KAREN MATHEWS, RECORDER

*Not
fee*

JAL BENEFIT AGREEMENT

BETWEEN

**DOMINIC SPENO, ANNA MARIE BERLINCIONI
and THE SPENO FAMILY TRUST**

*see p. 1.
c.s.*

and

PATTERSON UNIFIED SCHOOL DISTRICT

This Agreement is entered into this 10th day of July

1992, by and between

**DOMINIC SPENO, ANNA MARIE BERLINCIONI and
THE SPENO FAMILY TRUST**

*see p. 1.
c.s.*

hereinafter referred to as "Developer" whose address is:
110 Construction Drive
Menlo Park, CA 94025

and

PATTERSON UNIFIED SCHOOL DISTRICT

Stanislaus County, California, hereinafter referred to as
"District" whose address is:
Post Office Box 547, Patterson, CA 95363.

RECITALS

*see p. 1.
c.s.*

A. WHEREAS, Dominic Speno, Anna Marie Berlincioni and the Speno Family Trust are the owners of real property described in Exhibit "A", attached hereto and incorporated herein by reference, and hereafter referred to as "Property"; and,

B. WHEREAS, the Property lies within the District; and,

069011 JUL 22 92

16

C. WHEREAS, the Developer proposes to develop the Property and has presented a Planned Development ("Development") to the County of Stanislaus for approval; and,

D. WHEREAS, the Developer represents and has proposed to the County of Stanislaus that the Planned Development will be comprised of mixed uses combining highway commercial, recreational, visitor entertainment, and business park land uses and will carry the name of "Villa Del Lago" and, District relies on said representation; and,

E. WHEREAS, as part of its Planned Development, Developer must secure an amendment to the General Plan of the County of Stanislaus for a portion of said property and a zoning change from A-2 to Planned Development; and,

F. WHEREAS, Stanislaus County has an existing policy (Policy Twenty-Two) which states that "future growth shall not exceed the capabilities/capacity of the providers of services such as . . . schools." Policy Twenty-Two applies to rezoning applications and general plan amendments; and,

G. WHEREAS, Developer acknowledges that it must comply with Policy Twenty-Two to obtain the County's approval of its rezoning request and proposed General Plan Amendment, and for that reason, Developer has asked the District to certify that it

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has satisfied Policy Twenty-Two by entering into this agreement to mitigate the impact of its Development on the District's facilities needs; and,

H. WHEREAS, the District's facilities are currently overcrowded and the District has notified the County of Stanislaus that the impact of future development within the District's boundaries must be mitigated by Developers in order that facilities be available for school children generated from such development; and,

I. WHEREAS, the District is currently levying fees pursuant to Government Code sections 53080 and 65995 at the rate of \$1.58 per square foot of new residential construction and \$.26 per square foot of new commercial/industrial construction, and Developer recognizes that such fees are not adequate to mitigate the impact its Development will have on District's facilities needs; and,

J. WHEREAS, the DISTRICT lacks sufficient funds to provide adequate school facilities to serve additional pupils estimated to result from the proposed development of the property in a timely fashion unless the Developer agrees to mitigate the impact its Development will have on the District's facilities needs; and,

K. WHEREAS, Developer understands and acknowledges its responsibility to mitigate the entire burden and impact its Development of the property will have on the District; and,

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L. WHEREAS, Developer wishes to assure adequate K-12 school facilities are available for the additional pupils which are estimated to be generated as a result of the Development and clearly understands that the value of its Development will increase because of the availability of school facilities; and,

M. WHEREAS, the parties, because of mutual benefits, desire to enter into an agreement to enable Developer to proceed with its Development on the condition that the District has a reliable source of funds to help provide school facilities for the pupils estimated to be generated from the Development.

NOW, THEREFORE, in consideration of these recitals and mutual covenants contained herein below, the parties hereto agree as follows:

AGREEMENT

1. Developer and District agree that the payment necessary to mitigate ("mitigation payment") the impact of the Development on the District's school facilities needs is \$.78 per square foot of commercial and/or industrial construction.

2. Developer agrees to pay to the District the mitigation payment immediately prior to seeking building permits for construction of buildings within its Development. The amount that Developer must pay District prior to seeking a building permit shall be calculated by multiplying \$.78 by the number of square feet of commercial and/or

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industrial space in the specific building as stated in the building permit application for that building.

3. In consideration for the Developer's agreement to make the mitigation payment as set forth above, District will withdraw objection to the Development based on school facility impact and provide the County of Stanislaus with a copy of this Agreement as evidence that Developer has agreed to satisfy the requirements of Policy Twenty-Two.

4. Upon payment by the Developer of the appropriate mitigation payment outlined above, the District shall issue to Developer the certification necessary for Developer to seek building permits for construction in the Development. An amount equal to the developer fee specified under Government Code sections 53080 and 65995 is included in the Governing Board's determination of the amount of the mitigation payment. The District's issuance of the certification required under Government Code section 53080(b) for Developer to obtain building permits is contingent upon Developer's payment of the mitigation payment.

5. In no event shall the mitigation payment required by this Agreement be less than the maximum fee allowable under Government Code section 65995 nor more than the amount provided for herein.

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6. The mitigation payment shall be automatically adjusted each year on the anniversary of the date the Development is approved by the Stanislaus County Board of Supervisors, commencing on the first anniversary following such approval, to reflect any increase in the Consumer Price Index for All Urban Consumers, U.S. City Average All Items ("CPI") as published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Increases in the mitigation payment shall be made by adding to the original mitigation payment of \$.78 per square foot of construction, an amount obtained by multiplying that original mitigation payment by the percentage by which the level of the CPI on each anniversary date has increased over its level in the month and year in which the Development was approved by the Stanislaus County Board of Supervisors (e.g. CPI on date of approval is 135.6. CPI on anniversary date is 139.7. Percentage increase in CPI: $139.7 - 135.6 = 4.1 \div 135.6 = .03$ or 3%. Increase is \$0.02: $\$0.78 \times .03 = \0.02 and consequently, the mitigation payment is adjusted to \$0.80). In no event shall the CPI adjustment to the mitigation payment in any year result in a mitigation payment of less than \$0.78 per square foot of commercial and/or industrial construction.

7. This Agreement is for the benefit of the properties described in Exhibit A and is intended to preserve the value of the said properties and enhance its development. Developer agrees that for the benefit of the District and the Developer, the properties described in Exhibit A shall be held, transferred and encumbered, subject to the provisions of this Agreement, which is for the use and benefit of each and every

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person or entity who now or in the future owns any portions or portion of said real property. This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives. This Agreement shall be recorded and shall constitute a covenant which shall run with the land.

8. Developer agrees that the mitigation payment is not a fee, charge, dedication or other requirement within the meaning of Government Code sections 53080 and 65995 but is a payment Developer has agreed to make in order to mitigate the impact its Development will have on the Districts' school facility needs.

9. Developer agrees to waive any and all challenges, protests, claims or actions it has or may have, whether now or in the future, to the payments required under this Agreement, with the exception of claims that may arise regarding the calculation of the amount of the mitigation payment required under this Agreement or claims that may arise regarding the calculation of the pro rata rebate specified in Paragraph 10.

10. The District will use its best efforts to pursue state funds under the Leroy F. Greene Lease Purchase Law of 1976 for the construction, acquisition or lease of school facilities. Should the District actually receive funds from the State School Building Fund, then present owners of commercial and industrial buildings within the Development shall be rebated a pro rata share of the payments previously made

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under this Agreement, less all costs incurred by the District in applying for and administering the District's participation in the State School Building Program.

11. Any notice from one party to the other shall be in writing, and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

11.1 To the District, by personal delivery or by depositing the same in the United States first-class mail, postage prepaid and addressed to the District at the address set forth herein, to attention of the Superintendent.

11.2 To Developer, by personal delivery or by depositing the same in the United States first-class mail, postage prepaid and addressed to the Developer at the address as set forth herein or at such other address as may have been designated in writing by Developer.

12. Should any suit brought by either party against the other for the enforcement of any rights of either party against the other pursuant to the provisions of this Agreement, or by reason of any alleged breach of any of the provisions of this

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Agreement or arising from this Agreement, then and in such event the successful party in such action shall be entitled to receive from the unsuccessful party all costs incurred in connection with such suit, including a reasonable allowance for attorneys' fees incurred by the successful party.

13. Each of the parties agrees to execute and deliver such documents and take such further action as may be necessary or proper to carry out the terms and intent of this Agreement.

14. This Agreement shall terminate at the option of either the Developer or the District, if the Developer or its heirs, successors, or assigns fail to obtain approval of the Development from the Stanislaus County Board of Supervisors by June 30, 1993. The District shall have the sole and unilateral right to terminate this Agreement if either of the following conditions occur: the Developer or its heirs, successors or assigns fail to obtain building permits for the Development within four (4) years following the approval by the Stanislaus County Board of Supervisors; or two (2) years or more elapse between the acquisition of any building permits for construction within the Development.

15. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements, or

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understandings, oral or written between the parties relating to the subject matter contained in this Agreement which are not fully expressed herein.

16. This Agreement may be modified with the mutual written consent of all parties.

17. The parties shall execute and acknowledge this Agreement before a notary public. Each party shall receive a fully executed and acknowledged original of this Agreement, and any party may cause it to be recorded.

18. Each party has reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the construction or interpretation of this Agreement or any amendment or exhibits hereto

IN WITNESS THEREOF, this Agreement is executed in Stanislaus, County, California as of the date first written above.

PATTERSON UNIFIED SCHOOL DISTRICT, "DISTRICT",

By: *Keith Daniel*
KEITH DANIEL, Ed.D.
Superintendent

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////

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DOMINIC SPENO, ANNA MARIE
BERLINCIONI and THE SPENO FAMILY
TRUST
"DEVELOPER"

By: *Dominic Speno*
Dominic Speno

By: *Anna Marie Berlincioni* *attorney in fact*
Anna Marie Berlincioni by
Frank E. Clohan her attorney-
in-fact

THE SPENO FAMILY TRUST

By: *Dominic Speno trustee*
Dominic Speno, Trustee

By: *Anna Marie Berlincioni* *attorney in fact*
Anna Marie Berlincioni by
Frank E. Clohan her attorney-
in-fact, Trustee

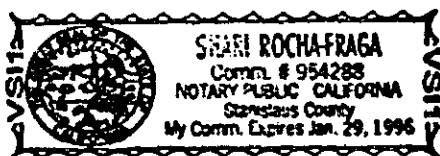
By: *Carmela Speno, trustee*
Carmela Speno, Trustee

069011 JUL 22 92

STATE OF CALIFORNIA)
) ss.
COUNTY OF Stanislaus)

On this tenth day of July, 1992, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Stanislaus residing therein, personally appeared Keith Daniel, Superintendent, Patterson Unified School District, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed this instrument in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



Shari Rocha-Fraga
NOTARY PUBLIC
In and for the State of California
My commission expires: 1/29/96

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this _____ day of _____, 1991, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of _____ residing therein, personally appeared Dominic Speno, _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed this instrument in his authorized capacities, and that by his signature on the instrument the persons, or the entity on behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

NOTARY PUBLIC
In and for the State of California
My commission expires: _____

069011 JUL 22 92

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1991, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of _____ residing therein, personally appeared Keith Daniel, Superintendent, Patterson Unified School District, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed this instrument in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

NOTARY PUBLIC
In and for the State of California
My commission expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this 16th day of July, 1991, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Santa Clara residing therein, personally appeared Dominic Speno, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed this instrument in his authorized capacities, and that by his signature on the instrument the persons, or the entity on behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Joyce L. Clark
NOTARY PUBLIC
In and for the State of California
My commission expires: 6-13-95



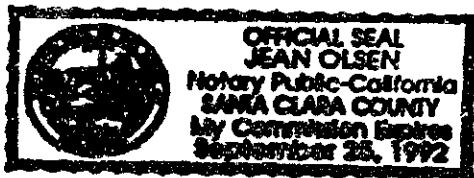
069011 JUL 22 92

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 21st day of July, 1992, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Santa Clara residing therein, personally appeared Carmela Speno, she proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed this instrument in her authorized capacity, and that by her signature on the instrument the persons, or the entity on behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

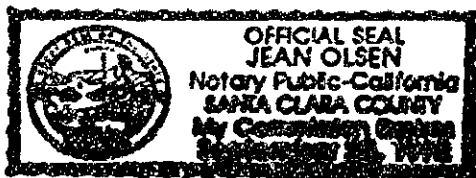
Jean Olsen
NOTARY PUBLIC
In and for the State of California
My commission expires: 9-25-92



c:7140.agr
STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On this 10th day of July, 1992, before me, the undersigned Notary Public, personally appeared FRANK E. CLOHAN, personally known to me to be the person whose name is subscribed to the within instrument as attorney-in-fact of ANNA MARIE BERLINCIONI, the principal, and acknowledged to me that he subscribed the principal's name thereto and his own name as attorney-in-fact.

WITNESS my hand and official.



Jean Olsen

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL NO. 1:

All that portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Southwest corner of said Section 26; thence North 0° 28' East along the West line of said Section 26, a distance of 906.53 feet; thence South 89° 55' East and Parallel with the South line of said Section 26 a distance of 1189.66 feet to a point on the Southwesterly boundary line of the Delta Mendota Canal, as conveyed to the United States of America by Deed recorded February 16, 1948, in Volume 924 of Official Records, at page 107, as Instrument No. 3628; thence following the Westerly boundary of said canal the following two courses and distances; South 28° 06' East 100.02 feet and South 0° 38" West 818.4 feet to a point on the South line of the Southwest quarter of said Section 26; thence North 89° 55' West along said last mentioned South line a distance of 1235.1 feet to the point of beginning.

Containing 25.682 acres, Gross, more or less.

PARCEL NO. 2:

All that portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, described as follows:

COMMENCING at the Southwest corner of said Section 26; thence North 0° 28' East along the West line of said Section 26 a distance of 906.53 feet to the true point of beginning of the herein described parcel of land; thence South 89° 55' East and parallel with the South line of said Section 26 a distance of 1189.66 feet to a point on the Southwesterly boundary line of the Delta Mendota Canal, as conveyed to the United States of America by Deed recorded February 16, 1948 in

**RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT**

1.

1

069011 JUL 22 92

Volume 924 of Official Records, at page 107, as Instrument No. 3628; thence following the Southwesterly boundary of said canal the following three courses and distances; North 28° 06' West 1053.78 feet, North 39° 18' West 618.6 feet and North 70° 54' West 306 feet to a point on the West line of said Section 26; thence South 0° 28' West along the West line of said Section 26, a distance of 1506.77 feet to the point of beginning.

Containing 25.682 acres, Gross, more or less.

069011 JUL 22 1992

2.

END OF DOCUMENT

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
Escrow No. 161-0665-E

Stanislaus Co Recorder's Office
Karen Mathews, County Recorder

WHEN RECORDED, RETURN TO:

Mr. George Stillman
Stanislaus County Dept. of
Public Works
1100 H Street
Modesto, CA 95354

DOC - 96-0075697-00

Acct 501-Chicago Title
Friday, SEP 06, 1996 13:13:09

FRE \$0.00
Ttl Pd \$0.00

Nbr-0000105013
RSJ/R3/7

(Space reserved for Recorder's use)

MUTUAL BENEFIT AGREEMENT - VILLA DEL LAGO ASSOCIATES, LLC and
WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT

Document Title

Deeds and Property Transfers Only:

Assessor's Parcel No. _____

(Below for Deeds or Instruments Conveying Title)

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN,
MAIL AS DIRECTED ABOVE.

NAME	STREET ADDRESS	CITY, STATE & ZIP
------	----------------	-------------------

CHICAGO TITLE

075697 SEP-6 1996

557

MUTUAL BENEFIT AGREEMENT

between

VILLA DEL LAGO ASSOCIATES, LLC

and

WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT

This Agreement is entered into this 18th day of September, 1995 by and between VILLA DEL LAGO ASSOCIATES, LLC, hereinafter referred to as "Developer" whose address is 1441 Calabazas Blvd., Santa Clara, California 95051 and WEST STANISLAUS COUNTY FIRE PROTECTION DISTRICT, Stanislaus County, California, hereinafter referred to as "District" whose address is P. O. Box 565, Patterson, California 95363.

RECITALS

WHEREAS, Villa Del Lago Associates, LLC is the owner of real property described in Exhibit A attached hereto and incorporated herein by reference and hereafter referred to as the "Property"; and

WHEREAS, the County of Stanislaus has, subject to certain development standards and conditions, approved a planned development and tentative parcel map of the development to be comprised of mixed uses combining highway commercial, recreation, visitor entertainment and related land uses under the name of "Villa Del Lago";

WHEREAS, the approved development standards require the developer to contract with the District with respect to development fees and maintenance fees to mitigate the impact of the development on the cost of District facilities and services;

WHEREAS, Developer understands and acknowledges its responsibility to mitigate the entire burden and impact its development of the property will have on the District; and

WHEREAS, the parties, because of mutual benefits, desire to enter into an agreement to enable Developer to proceed with its development on the condition that the District has a reliable source of funds to help mitigate the cost of additional fire protection facilities and services estimated to be generated by the development.

NOW, THEREFORE, in consideration of these recitals and mutual covenants contained herein below, the parties hereto agree as follows:

AGREEMENT

1. Developer agrees to pay to the District, the District's standard development fee, which is currently \$.45 per square foot, for sprinkled commercial buildings prior to seeking building permits for construction on each building within its development. The amount that Developer must pay District prior to seeking a building permit shall be calculated by multiplying the then effective rate per square foot by the number of square feet of commercial and/or industrial space in the specific building as stated in the building permit application for that building.

2. In addition, the Developer agrees to pay, if assessed, an annual assessment on each commercial lot in the development, not to exceed Ten Dollars (\$10) per acre on undeveloped lots, \$.05 per square foot of floor area of commercial buildings on developed lots and \$30 per recreational vehicle space for the recreational vehicle park when developed.

3. In the event that traffic control lights are installed at the entrance to or within the development, Developer shall pay or reimburse the District for the cost of installing light controls on the District's fire fighting vehicles.

4. In the event any of the buildings in the development is over two stories in height, the Developer shall, prior to any occupancy permit being issued for such building, enter into a special agreement with the District to enable the District to acquire necessary aerial fire fighting apparatus.

5. In consideration for the Developer's agreement to pay the standard development fees as set forth above, to pay annual assessments, if assessed, and to pay for light controls and contract for aerial fire fighting apparatus, if required, District will provide the Public Works Department of the County of Stanislaus with a letter confirming that all its tentative map conditions (other than those relating to future buildings subject to future review and permitting) have been completed or provided for in approved infrastructure plans and that the District has no objection to recording of the parcel map for the development.

6. Upon payment by the Developer of the appropriate standard development fee outlined above, the District shall issue to Developer the certification necessary for Developer to seek building permits for construction in the development.

7. This Agreement is for the benefit of the properties described in Exhibit A and is intended to preserve the value of the said properties and enhance its development. Developer agrees that for the benefit of the District and the Developer, the properties described in Exhibit A shall be held, transferred and encumbered, subject to the provisions of this Agreement which is for the use and benefit of each and every person or entity who now or in the future owns any portions or portion of said real property. This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives. This Agreement shall be recorded and shall constitute a covenant which shall run with the land.

8. Developer agrees to waive any and all challenges, protests, claims or actions it has or may have, whether now or in the future, to the payments required under this Agreement with the exception of claims that may arise regarding the calculation of the amount of the mitigation payment required under this Agreement.

9. Any notice from one party to the other shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- 9.1 To the District by personal delivery or by depositing the same in the United States first class mail, postage prepaid and addressed to the District at the address set forth herein to the attention of the Superintendent.
- 9.2 To Developer by personal delivery or by depositing the same in the United States first-class mail, postage prepaid and addressed to the Developer at the address as set forth herein or at such other address as may have been designated in writing by Developer.

10. Should any suit brought by either party against the other for the enforcement of any rights of either party against the other pursuant to the provisions of this Agreement or by reason of any alleged breach of any of the provisions of this Agreement or arising from this Agreement, then and in such event the successful party in such action shall be entitled to receive from the unsuccessful party all costs incurred in connection with such suit, including a reasonable allowance for attorneys' fees incurred by the successful party.

11. Each of the parties agrees to execute and deliver such documents and take such further action as may be necessary or

proper to carry out the terms and intent of this Agreement.

12. This Agreement shall terminate at the option of either the Developer or the District if the Developer or its heirs, successors or assigns fail to obtain building permits for the Development within four years following the date hereof.

13. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between the parties relating to the subject matter contained in this Agreement which are not fully expressed herein.

14. This Agreement may be modified with the mutual written consent of all parties.

15. The parties shall execute and acknowledge this Agreement before a notary public. Each party shall receive a fully executed and acknowledged original of this Agreement and any party may cause it to be recorded.

16. Each party has reviewed this Agreement. The normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the construction or interpretation of this Agreement or any amendment or exhibits hereto.

IN WITNESS THEREOF, this Agreement is executed in Stanislaus County, California as of the date first written above.

Villa Del Lago Associates, LLC

West Stanislaus County
Fire Protection District

By *Rominia Spino*
Notary Public

By *Richard L. Spino*
Notary Public

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

ss.

On September 6, 1995, before me,
Richard L. Spino, Notary Public, personally appeared
Rominia Spino

X

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

075697 SEP-6 95

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.



Sandra Marie Mello

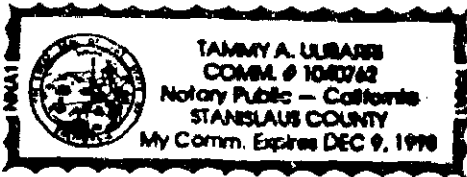
STATE OF CALIFORNIA)
)
COUNTY OF Alameda) ss.

On Sept 13, 1995, 1995, before me,
Tammy A. Urbani, Notary Public, personally appeared
Richard J. ...

X 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.



Tammy A. Urbani

075697 SEP-6-95

DESCRIPTION

PARCEL NO. 1:

All that portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Southwest corner of said Section 26; thence North 0 degrees 28' East along the West line of said Section 26, a distance of 906.53 feet; thence South 89 degrees 55' East and parallel with the South line of said Section 26, a distance of 1189.66 feet to a point on the Southwesterly boundary line of the Delta Mendota Canal, as conveyed to the United States of America by Deed recorded February 16, 1948 in Volume 924 of Official Records, at page 107, as Instrument No. 3628; thence following the Westerly boundary of said canal the following two courses and distances; South 28 degrees 06' East 100.02 feet and South 0 degrees 38' West 818.4 feet to a point on the South line of the Southwest quarter of said Section 26; thence North 89 degrees 55' West along said last mentioned South line, a distance of 1235.1 feet to the point of beginning.

EXCEPTING THEREFROM for State Highway purposes, that portion of that certain real property situate in the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, described in Deed recorded April 27, 1959 in Volume 1543, Page 344, Official Records of Stanislaus County, described as follows:

BEGINNING at the Southwest corner of said Section 26, said Southwest corner having co-ordinates X=1,803,675.00 feet and Y=351,924.91 feet; thence along the South line of said Section 26, South 89 degrees 32' 51" East, 854.73 feet; thence North 0 degrees 27' 09" East, 30.00 feet; thence North 88 degrees 48' 47" West, 390.03 feet; thence North 82 degrees 29' 59" West, 203.79 feet; thence North 89 degrees 32' 51" West, 237.08 feet; thence North 0 degrees 49' 48" East 823.88 feet; thence North 89 degrees 10' 12" West, 25.00 feet to the West line of said Section 26; thence along said West line South 0 degrees 49' 48" West 884.05 feet to the point of beginning.

PARCEL NO. 2:

All that portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, described as follows:

COMMENCING at the Southwest corner of said Section 26; thence North 0 degrees 28' East along the West line of said Section 26, a distance of 906.53 feet to the true point of beginning of the herein described parcel of land; thence South 89 degrees 55' East and parallel with the South line of said Section 26, a distance of 1189.66 feet to a point on the Southwesterly boundary line of the Delta Mendota Canal, as conveyed to the United States of America by Deed recorded February 16, 1948 in Volume 924 of Official Records, at Page 107, as Instrument No. 3628; thence following the Southwesterly boundary of said canal the following three courses and distances; North 28 degrees 06' West 1053.78 feet, North 39 degrees 18' West 618.6 feet and North 70 degrees 54' West 306 feet to a point on the West line of said Section 26; thence South 0 degrees 28' West along the West line of said Section 26, a distance of 1506.77 feet to the point of beginning.

075697 SEP-696

A

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
Escrow No. 161-0665-E

Stanislaus Co Recorder's Office
Karen Mathews, County Recorder

WHEN RECORDED, RETURN TO:

Stanislaus County
George Stillman
Dept. of Public Works
1100 H Street
Modesto, CA 95354

DOC - 96-0075698-00
Acct 501-Chicago Title
Friday, SEP 06, 1996 13:13:22
FRE \$0.00!
Ttl Pd \$0.00

Nbr-0000105014
RSJ/R3/7

(Space reserved for Recorder's use)

MUTUAL BENEFIT AGREEMENT - VILLA DEL LAGO ASSOCIATES, LLC
AND STANISLAUS COUNTY DEPT. OF AGRICULTURE

Document Title

Deeds and Property Transfers Only:

Assessor's Parcel No. _____

(Below for Deeds or Instruments Conveying Title)
MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN,
MAIL AS DIRECTED ABOVE.

NAME STREET ADDRESS CITY, STATE & ZIP

CHICAGO TITLE 75698 SEP-696

257

MUTUAL BENEFIT AGREEMENT

between

VILLA DEL LAGO ASSOCIATES, LLC

and

STANISLAUS COUNTY DEPARTMENT OF AGRICULTURE

STANISLAUS COUNTY
DEPT. OF AGRICULTURE
-RECEIVED-
'95 OCT 20 AM 9 47

This Agreement is entered into this 20th day of October, 1995 by and between **VILLA DEL LAGO ASSOCIATES, LLC**, hereinafter referred to as "Developer" whose address is 1441 Calabazas Blvd., Santa Clara, California 95051 and **STANISLAUS COUNTY DEPARTMENT OF AGRICULTURE**, Stanislaus County, California, hereinafter referred to as "Department" whose address is 725 County Center 111 Court, Modesto, California 95355.

RECITALS

WHEREAS, Villa Del Lago Associates, LLC is the owner of real property described in **Exhibit A** attached hereto and incorporated herein by reference and hereafter referred to as the "Property"; and

WHEREAS, the County of Stanislaus has, subject to certain development standards and conditions, approved a planned development and tentative parcel map of the development to be comprised of mixed uses combining highway commercial, recreation, visitor entertainment and related land uses under the name of "Villa Del Lago";

WHEREAS, the approved development standards require the developer to contract with the Department with respect to annual service fees to mitigate the impact of the development on the cost of Department services;

WHEREAS, Developer understands and acknowledges its responsibility to pay an annual service fee to the Department in the amount of \$760 to mitigate the burden and impact its development of the property will have on the Department; and

WHEREAS, the parties, because of mutual benefits, desire to enter into an agreement to enable Developer to proceed with its development on the condition that the Department has a reliable source of funds to mitigate the cost of additional services estimated to be generated by the development.

NOW, THEREFORE, in consideration of these recitals and mutual covenants contained herein below, the parties hereto agree as follows:

075698 SEP-698

AGREEMENT

1. At the time of recordation of the parcel map and development loan, Developer agrees to deposit with the title company, acting as escrow agent for the loan, the sum of \$760 representing the first annual payment to the Department.

2. Pursuant to mutually approved escrow instructions, the title company will be instructed to disburse the sum of \$760 to the Department upon notice of the issuance of the first building permit to construct a commercial establishment on one of the lots in the development. The annual anniversary of the issuance of said initial permit shall be the due date of subsequent annual payments to the Department.

3. Developer will establish an owners' association including the owners of all the lots in the development and will establish CC&R's through pursuant to which an assessment shall be levied on the lots in the development to pay the annual service fee to the Department, and said owners' association shall be responsible to collect the assessment and remit the fee to the Department.

4. In consideration for the Developer's agreement to secure payment of the annual service fee as set forth above, the Department will provide the Public Works Department of the County of Stanislaus with a letter confirming that all its tentative map conditions have been completed or provided for and that the Department has no objection to recording of the parcel map for the development.

5. This Agreement is for the benefit of the properties described in Exhibit A and is intended to preserve the value of the said properties and enhance its development. Developer agrees that, for the benefit of the Department and the Developer, the properties described in Exhibit A shall be held, transferred and encumbered subject to the provisions of this Agreement which is for the use and benefit of each and every person or entity who now or in the future owns any portions or portion of said real property.

This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives. This Agreement shall be recorded and shall constitute a covenant which shall run with the land.

6. Developer agrees to waive any and all challenges, protests, claims or actions it has or may have, whether now or in the future, to the payments required under this Agreement.

7. Any notice from one party to the other shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice

shall not be effective for any purpose whatsoever unless served in one of the following manners:

7.1 To the Department by personal delivery or by depositing the same in the United States first class mail. postage prepaid and addressed to the Department at the address set forth herein to the attention of the Commissioner.

7.2 To Developer by personal delivery or by depositing the same in the United States first-class mail, postage prepaid and addressed to the Developer at the address as set forth herein or at such other address as may have been designated in writing by Developer.

8. Should any suit brought by either party against the other for the enforcement of any rights of either party against the other pursuant to the provisions of this Agreement or by reason of any alleged breach of any of the provisions of this Agreement or arising from this Agreement, then and in such event, the successful party in such action shall be entitled to receive from the unsuccessful party all costs incurred in connection with such suit, including a reasonable allowance for attorneys' fees incurred by the successful party.

9. Each of the parties agrees to execute and deliver such documents and take such further action as may be necessary or proper to carry out the terms and intent of this Agreement.

10. This Agreement shall terminate at the option of either the Developer or the Department if the Developer or its heirs, successors or assigns fail to obtain building permits for the Development within four years following the date hereof.

11. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between the parties relating to the subject matter contained in this Agreement which are not fully expressed herein.

12. This Agreement may be modified with the mutual written consent of all parties.

13. The parties shall execute and acknowledge this Agreement before a notary public. Each party shall receive a fully executed and acknowledged original of this Agreement and any party may cause it to be recorded.

14. Each party has reviewed this Agreement. The normal rule of construction, to the effect that any ambiguities are to be

sp:ndom\d ag

075698 SEP-6 96

resolved against the drafting party, shall not be employed in the construction or interpretation of this Agreement or any amendment or exhibits hereto.

IN WITNESS THEREOF, this Agreement is executed in Stanislaus County, California as of the date first written above.

Villa Del Lago Associates, LLC

Stanislaus County
Department of Agriculture

By *James M. [Signature]*
James M. [Name]

By *Donald O. Crife*
Donald O. Crife

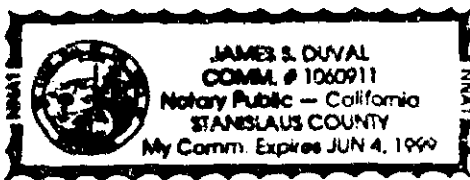
STATE OF CALIFORNIA)
COUNTY OF Stanislaus) SS.

On November 1, 1995, before me,
James S. Duval, Notary Public, personally appeared
Donald O. Crife

 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.



James S. Duval

STATE OF CALIFORNIA)
COUNTY OF Stanislaus) SS.

On , 1995, before me,
 , Notary Public, personally appeared

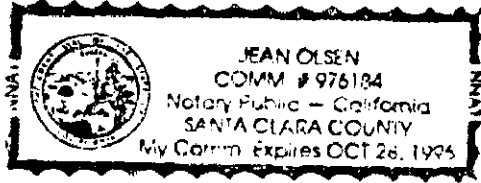
075698 SEP-6 95

~~X~~

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.



Jean Olsen

075698 SEP-6 95

DESCRIPTION

FARCEL NO. 1:

All that portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Southwest corner of said Section 26; thence North 0 degrees 28' East along the West line of said Section 26, a distance of 906.53 feet; thence South 89 degrees 55' East and parallel with the South line of said Section 26, a distance of 1189.66 feet to a point on the Southwesterly boundary line of the Delta Mendota Canal, as conveyed to the United States of America by Deed recorded February 16, 1948 in Volume 924 of Official Records, at page 107, as Instrument No. 3628; thence following the Westerly boundary of said canal the following two courses and distances; South 28 degrees 06' East 100.02 feet and South 0 degrees 38' West 818.4 feet to a point on the South line of the Southwest quarter of said Section 26; thence North 89 degrees 55' West along said last mentioned South line, a distance of 1235.1 feet to the point of beginning.

EXCEPTING THEREFROM for State Highway purposes, that portion of that certain real property situate in the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, described in Deed recorded April 27, 1959 in Volume 1543, Page 344, Official Records of Stanislaus County, described as follows:

BEGINNING at the Southwest corner of said Section 26, said Southwest corner having co-ordinates X=1,803,675.00 feet and Y=351,924.91 feet; thence along the South line of said Section 26, South 89 degrees 32' 51" East, 854.73 feet; thence North 0 degrees 27' 09" East, 30.00 feet; thence North 88 degrees 48' 47" West, 390.03 feet; thence North 82 degrees 29' 59" West, 203.79 feet; thence North 89 degrees 32' 51" West, 237.08 feet; thence North 0 degrees 49' 48" East 823.88 feet; thence North 89 degrees 10' 12" West, 25.00 feet to the West line of said Section 26; thence along said West line South 0 degrees 49' 48" West 884.05 feet to the point of beginning.

PARCEL NO. 2:

All that portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, described as follows:

COMMENCING at the Southwest corner of said Section 26; thence North 0 degrees 28' East along the West line of said Section 26, a distance of 906.53 feet to the true point of beginning of the herein described parcel of land; thence South 89 degrees 55' East and parallel with the South line of said Section 26, a distance of 1189.66 feet to a point on the Southwesterly boundary line of the Delta Mendota Canal, as conveyed to the United States of America by Deed recorded February 16, 1948 in Volume 924 of Official Records, at Page 107, as Instrument No. 3628; thence following the Southwesterly boundary of said canal the following three courses and distances; North 28 degrees 06' West 1053.78 feet, North 39 degrees 18' West 618.6 feet and North 70 degrees 54' West 306 feet to a point on the West line of said Section 26; thence South 0 degrees 28' West along the West line of said Section 26, a distance of 1506.77 feet to the point of beginning.

075698 SEP-69

EXHIBIT A

Department of Public Works
Stanislaus County

Stanislaus Co Recorder's Office
Karen Mathews, County Recorder

DOC - 96-0076942-00

REQD BY
Wednesday, SEP 11, 1996 14:49:10

FRE \$0.00!!!

Ttl Pd \$0.00

Nbr-0000106845
RCT/R3/6

RECORDING REQUESTED BY
AND RETURN TO:

Stanislaus County
Department of Public Works
1100 "H" Street, Second Floor
Modesto, CA 95354

AGREEMENT

This Agreement, made and entered into this 10th day of September, 1996, by and between County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Villa Del Lago Associates, LLC, hereinafter referred to as "SUBDIVIDER".

RECITAL

SUBDIVIDER intends to develop that certain tract of land situated in the County of Stanislaus, California, generally known and described as Patterson Gateway Tentative Parcel Map No. 92-45, hereinafter referred to as "PROJECT", approved by the Planning Commission on 6 October 15, 1992, more particularly described on Exhibit "A" attached hereto.

WITNESSETH:

WHEREAS, in the consideration of COUNTY's processing of the Patterson Gateway project, SUBDIVIDER desires to indemnify COUNTY from liability or loss connected with the PROJECT approvals herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED between COUNTY and SUBDIVIDER as follows:

1. SUBDIVIDER shall defend, indemnify and hold harmless COUNTY and its agents, officers and employees from any claim, action, or proceeding against COUNTY or its agents, officers or employees to attack, set aside, void, or annul PROJECT, including but not limited to an action against COUNTY to set aside the approval of

601

076942 SEP 11 1996

the maps as set forth in Government Code Section 66474.9 or any prior or subsequent related development approvals or PROJECT conditions imposed by COUNTY or any of its agencies, departments, commissions, agents, officers or employees concerning the said PROJECT, or to impose personal liability against such agents, officers or employees resulting from their involvement in PROJECT, which claims, actions, or proceedings are brought within the time period provided by law, including any claim for private attorney general fees claimed by or awarded to any party from COUNTY and SUBDIVIDER agrees that SUBDIVIDER shall defend, indemnify and hold harmless COUNTY from any and all claims, losses, damages or liability arising out of or relating in any way to this Agreement, SUBDIVIDER's obligations hereunder, except the active negligence of COUNTY. To the extent that COUNTY uses any of its resources responding to such claim, action, or proceeding, SUBDIVIDER will reimburse COUNTY upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel's time at their regular rate for external or non-County agencies, or any other direct or indirect cost associated with responding to the claim, action, or proceedings.

SUBDIVIDER's obligations under this agreement shall apply regardless of whether any other permits or entitlements are issued.

2. COUNTY will promptly notify SUBDIVIDER of any such claim, action, or proceeding and, if COUNTY should fail to cooperate fully in the defense, SUBDIVIDER shall not thereafter be responsible to defend, indemnify and hold harmless COUNTY or its agents, officers and employees pursuant to this condition.
3. COUNTY may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the COUNTY defends the claim, actions, or proceeding in good faith.
4. SUBDIVIDER shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved in writing by SUBDIVIDER.

5. SUBDIVIDER shall pay all court ordered costs and attorney fees.
6. All notices to SUBDIVIDER under this Agreement shall be deemed valid and effective five (5) calendar days following deposit in the United States mail, postage prepaid, by certified and/or registered mail. All notices to COUNTY under this Agreement shall be deemed valid and effective when personally served upon the Department of Public Works Director or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed to the Director of the Department of Public Works, Stanislaus County, 1100 "H" Street, Modesto, CA 95354.
7. This Agreement represents the complete understanding between the parties with respect to matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed on the date hereinabove first written.

VILLA DEL LAGO ASSOCIATES, LLC

By: *Dominic Speno*
 Dominic Speno, Manager

COUNTY OF STANISLAUS

By: *George Stillman*
 GEORGE STILLMAN, Director
 Department of Public Works

APPROVED AS TO FORM:

MICHAEL H. KRAUSNICK
 County Counsel

By: *John P. Doering*
~~Andy Eshoo, Deputy~~
 John P. Doering

(AS SERVICES INDEMNITY AGT)

076942 SEP 11 96

EXHIBIT "A"

Parcels "1" through "23", as shown on the Parcel Map recorded September 6, 1996 in Book 47, of Parcel Maps at Page 87, Stanislaus County Records.

**Sperry Avenue/Rogers Road
Patterson, CA
APN: 021-26-19**

076942 SEP 11 96

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Santa Clara

On Oct. 2 1995 before me, JEAN OLSEN

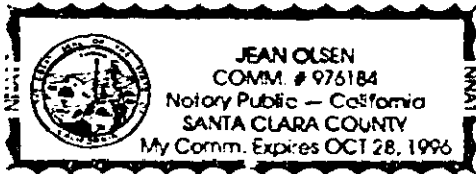
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Dominicus Speno

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 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.

Jean Olsen
SIGNATURE OF NOTARY

076942 SEP 11 96

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

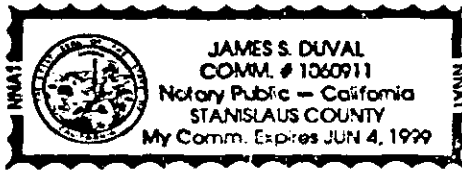
State of California

County of Stanislaus

On September 10, 1996 before me, James S. Duval, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared George Stillman
Name 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 signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS by hand and official seal.
James S. Duval
Signature of Notary Public

076942 SEP 11 96

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____



Signer's Name: _____

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

Signer is Representing: _____



**RECORDING REQUESTED BY
AND RETURN TO:**

Stanislaus County
Department of Public Works
1100 "H" Street
Modesto, California 95354

Stanislaus Co Recorder's Office
Karen Mathews, County Recorder

DOC - 96-0076750-00
REQD BY
Wednesday, SEP 11, 1996 11:06:21
FRE \$0.00!!
Ttl Pd \$0.00 Nbr-0000106550
RCK/R1/5

**AGREEMENT AND COVENANT RELATING TO SALADO CREEK
FLOOD CONTROL -- PATTERSON GATEWAY**

This Agreement and Covenant, hereinafter referred to as "Agreement", relating to Flood Control is made this 10th day of September, 1996, by and between the County of Stanislaus, hereinafter referred to as "County", and Villa Del Lago Associates, LLC, hereinafter referred to as "Owner".

RECITALS

- A. On October 15, 1992 the Stanislaus County Planning Commission approved Parcel Map No. 92-45 (Patterson Gateway).
- B. Owner is the fee title holders of real property, hereinafter referred to as "Property", located in the County of Stanislaus and is more particularly described on Exhibit "A" which is attached hereto and made a part of this Agreement.
- C. Owner wishes to change the character of the existing use, or the extent or intensity of the existing use of the Property. Such change required approval of the County and satisfaction of a condition of Parcel Map No. 92-45 requiring the Owner to enter into a covenant of non-objection to the formation of an assessment district, or other vehicle, to finance and construct facilities to implement a regional solution to the Salado Creek flooding problem.
- D. Owner is currently proposing to construct storm drainage improvements with respect to the Property. Said improvements will be dedicated to County and maintained by County Service Area No. 15. Said improvements may be permanently incorporated in the facilities planned to address the regional Salado Creek flooding problem.
- E. To satisfy such condition, Owner and County desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing covenants, conditions and recitals, the parties hereto agree as follows:

RECORDED IN ORDER PRESENTED

Set

076750 SEP 11 96

076750 SEP 11 96

1. DUTIES OF OWNER

- a. Owner, through the execution of this Agreement, hereby delivered to County for recording in the office of the Stanislaus County Recorder, agree to participate in, and not to protest the formation of, an assessment district, or other vehicle, to finance and construct facilities to implement a regional solution to the Salado Creek flooding problem. Owner's agreement and covenant shall bind itself and its heirs, successors or assignees of the Property.
- b. Owner acknowledges, warrants, covenant and agree, for itself and for its heirs, successors or assignees of the Property, that their right by reason of such ownership, to protest or object to the formation of the above-described assessment district, or other vehicle, is hereby waived. Owner does not waive any right it may have to timely object to or protest the method under which a proposed assessment on the Property, which is to be levied by such special assessment district, is calculated and spread.
- c. Owner's agreement and covenant as aforesaid shall run with the Property as both covenant and an equitable servitude.
- d. Owner's agreement and covenant touches and concerns the Property, is a benefit to the Property and to the County in that it will facilitate a method of providing flood control to the Property and surrounding property. Owner acknowledges that the agreement and covenants contained herein both benefit and burden the Property.

2. DUTIES OF COUNTY

- a. Upon execution and recordation of this Agreement, County will certify that the condition requiring Property's inclusion in an assessment district, or other vehicle, to finance and construct facilities to implement a regional solution to the Salado Creek flooding problem has been satisfied.

3. MISCELLANEOUS PROVISIONS

- a. Owner and County agree that in the event an assessment district or other vehicle to finance and construct facilities to implement the ultimate regional solution to the Salado Creek drainage is formed, that the facilities constructed by Owner may be transferred from the County to said new assessment district for incorporation into the regional facilities.
- b. Owner and County further agree that Owner shall be entitled to a credit against the Property's allocable fair share of any such special

district assessment for the value of easements dedicated and for improvement costs incurred in the design and construction of permanent facilities incorporated into the regional system and shall be entitled to reimbursement in the event said dedications and improvement costs incurred exceed their fair share allocation.

- c. In any action to enforce any obligations set forth herein, the successful party shall be entitled to reasonable costs of suit and expenses, including expert witness, witness and attorney fees.
- d. Owner warrants that it has the power to enter into this Agreement and to bind the Property as set forth herein.
- e. Any notice concerning this Agreement shall be mailed to:

Stanislaus County
 Department of Public Works
 1100 "H" Street
 Modesto, CA 95354

Villa Del Lago Associates, LLC
 c/o Dominic Speno
 1661 Industrial Way
 Belmont, CA 94002

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER

Villa Del Lago Associates, LLC

By *Dominic Speno*
 Dominic Speno, Manager



COUNTY OF STANISLAUS

Bob Saul
 Chair of the Board of Supervisors

ATTEST

REAGAN M. WILSON, Clerk of the Board of Supervisor, County of Stanislaus, State of California

By *Lillie Farriester*
 Lillie Farriester, Assistant Clerk

APPROVED AS TO CONTENT

George Stillman
 GEORGE STILLMAN, Director
 Department of Public Works

APPROVED AS TO FORM

MICHAEL H. KRAUSNICK
 Stanislaus County Counsel
 By *Michael H. Krausnick*

076750 SEP 11 96

EXHIBIT "A"

Parcels "1" through "23", as shown on the Parcel Map recorded September 6, 1996 in Book 47, of Parcel Maps at Page 87, Stanislaus County Records.

Sperry Avenue/Rogers Road
Patterson, CA
APN: 021-26-19

076750 SEP 11 96

Agreement and Covenant Relating to Sajo Creek Flood Control

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

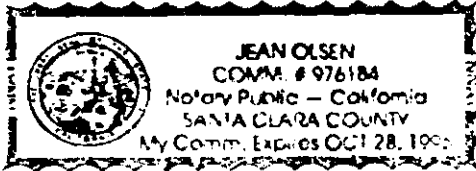
State of California

County of Santa Clara

On May 6, 1996 before me, JEAN OLSEN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Dominic SPENO
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 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.

Jean Olsen
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

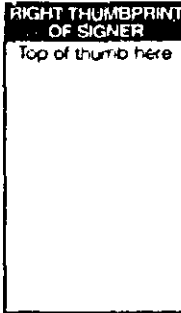
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

076750 SEP 11 96

**RECORDING REQUESTED BY
AND RETURN TO:**

Department of Public Works
Stanislaus County
1100 "H" Street
Modesto, CA 95354

DOC - 96-0076764-00
REQD BY
Wednesday, SEP 11, 1996 11:08:37
FRE \$0.00!!
Ttl Pd \$0.00 Nbr-0000106564
RCK/R1/5

DEVELOPMENT AGREEMENT -- PATTERSON GATEWAY

This Development Agreement, hereinafter referred to as "Agreement", is entered into this 10th day of September, 1996, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County", and Villa Del Lago Associates, LLC, hereinafter referred to as "Owner".

RECITALS

- A. On October 15, 1992 the Stanislaus County Planning Commission approved Parcel Map No. 92-45 (Patterson Gateway), hereinafter referred to as "Project".
- B. Owner is the fee title holder of real property, hereinafter referred to as "Property", located in the County of Stanislaus. Property is a parcel within the Project and is more particularly described on Exhibit "A" which is attached hereto and made a part of this Agreement.
- C. Owner is required to satisfy the following conditions of development, hereinafter referred to as "Conditions":
 - 1. "Install traffic signals, deposit a sum equal to the estimated signal cost with the County, or enter into a development agreement with the County to provide for the installation of traffic signals when the operational level of service of the intersection drops below the County defined acceptable standard of L.O.S. "C", at the intersection of the I-5 southbound ramps and Sperry Avenue, estimated to occur during Phase 4 of the development schedule (1997)."

"At the time of installation the project's "fair share" contribution shall be determined using a traffic analysis to calculate the ratio of project traffic to the overall traffic using the intersection. The amount of the contribution shall then be determined by multiplying the project's traffic ratio by the cost of the improvement. The project shall be entitled to reimbursement for improvement costs incurred in excess of its fair share contribution."

076764 SEP 11 96

SCT

2. "Enter into a development agreement with the County to contribute the project's "fair share" cost of the future widening of the Sperry Avenue bridge over the California Aqueduct."

"At the time of bridge widening, the project's "fair share" contribution shall be determined using a traffic analysis to calculate the ratio of project traffic to the overall traffic using the bridge crossing. The amount of the contribution shall then be determined by multiplying the project's traffic ratio by the cost of the improvements."

3. "Enter into a development agreement with the County to contribute the project's "fair share" cost of the future widening of the Sperry Avenue bridge over the Delta Mendota Canal."

"At the time of bridge widening, the project's "fair share" contribution shall be determined using a traffic analysis to calculate the ratio of project traffic to the overall traffic using the bridge crossing. The amount of the contribution shall then be determined by multiplying the project's traffic ratio by the cost of the improvements."

D. Property's share of the Project's total contribution shall be based on its net acreage as compared to the Project's net acreage.

E. To satisfy the Conditions, County and Owner desire to enter into this Agreement.

NOW, THEREFORE, in consideration of Project's approval by the Planning Commission, the parties hereto mutually covenant and agree as follows:

1. Owner will pay the Property's contribution to County within 30 days after notification by County that one or all of the Conditions must be completed. Should Owner fail to pay within 30 days, County may file a lien against the Property in an amount of said contribution.
2. The Property contains 5.56 net acres which is 12.46% of the Project's net acres. Therefore, the Owner is obligated to pay 12.46% of the Project's total contribution.
3. That each and every one of the provisions of this Agreement herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto in the same manner as if they had herein been expressly named. That the provisions of this Agreement shall inure to an incorporated city, should the Property be annexed or included within a city newly formed.

4. Any notices concerning this agreement shall be mailed to:

Stanislaus County
Department of Public Works
1100 "H" Street
Modesto, CA 95354

Villa Del Lago Associates, LLC
c/o Dominic Speno
1661 Industrial Way
Belmont, CA 94002

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER

COUNTY OF STANISLAUS

Villa Del Lago Associates, LLC

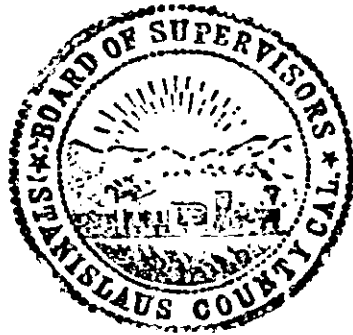
By *Dominic Speno*
Dominic Speno, Manager

Bob Bond
Chair of the Board of Supervisors

ATTEST

REAGAN M. WILSON, Clerk of the Board
of Supervisor, County of Stanislaus/ State
of California

By *Lillie Farriester*
Lillie Farriester, Assistant Clerk



APPROVED AS TO CONTENT

George Stillman
GEORGE STILLMAN, Director
Department of Public Works

APPROVED AS TO FORM

MICHAEL H. KRAUSNICK
Stanislaus County Counsel

By *Michael H. Krausnick*

076764 SEP 11 96

EXHIBIT "A"

**Parcel "13", as shown on the Parcel Map recorded September 6, 1996 in Book 47, of
Parcel Maps at Page 87, Stanislaus County Records.**

**Sperry Avenue/Rogers Road
Patterson, CA
Portion of APN: 021-26-19**

076764 SEP 11 96

Development Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

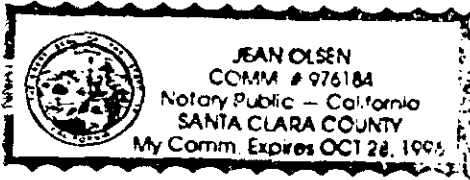
State of California

County of Santa Clara

On May 6 1996 before me, JEAN OLSEN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Dominic Speno
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 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.

Jean Olsen
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

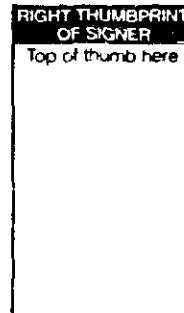
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

076764 SEP 11 96

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____

Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

Stanislaus Co Recorder's Office
Karen Mathews, County Recorder

Foodmaker, Inc.
9330 Balboa Avenue
San Diego, CA 92123

DOC - 97-0057440-00
Acct 501-Chicago Title
Tuesday, JUL 29, 1997 08:00:00
REC \$6.00|MOD \$6.00|MIC \$1.00
SUR \$10.00|STF \$3.00|TTP \$393.25
Ttl Pd \$419.25 Nbr-0000082060
RCK/R1/1-4

Escrow No. 1705413
Order No. 1705413

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED ptn of APN 021-2619-720

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 393.25

SURVEY MONUMENT FEE
\$10.00

- unincorporated area City of Patterson
- computed on the full value of the interest or property conveyed, or is
- computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

VILLA DEL LAGO ASSOCIATES, LLC , a California Limited Liability Company

hereby GRANT(S) to

Foodmaker, Inc., a Delaware corporation

the following described real property in the Patterson
County of Stanislaus , State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated November 22, 1996

STATE OF California)
COUNTY OF Stanislaus) SS.
On July 23, 1997 before me,
Evelyn Bridges

Villa Del Lago Associates, LLC, a California
Limited Liability Company

BY: Dominic Speno
Dominic Speno, Manager

a Notary Public in and for said County and State, personally appeared
Dominic Speno

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.



Evelyn Bridges
Signature of Notary

3-3-99
Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name _____ Street Address _____ City, State & Zip _____

001 -05/30/1998

057440 JM 29 97

CHICAGO TITLE

H
PS

LEGAL DESCRIPTION EXHIBIT

Parcel No. One:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, N. D. M. & M., more particularly described as follows:

Parcel 23 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

RESERVING to the Grantor public utility and private ingress-egress rights as shown on Parcel 1 through Parcel 23 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

Parcel No. Two:

Public Utility and private ingress-egress rights as shown on Parcels 1 through Parcel 22 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

COVENANTS, CONDITIONS AND RESTRICTIONS

This Deed is made and accepted by Grantee with the express understanding that only one lot of the property described in Parcel "B" shown below shall be used for the operation of any drive-thru hamburger-oriented restaurant business which is defined as a drive-thru restaurant specializing in the sale of hamburgers, including but not limited to McDonald's, Burger King, In-N-Out, Carl's Jr., Wendy's, Rally's. The restriction shall not include other "fast-food" establishments such as Kentucky Fried Chicken, Taco Bell and DerWeinerschnitzel, Posters Freeze and Dairy Queen and others which as may be specifically approved in writing by the Grantee or any subsequent fee owner of the land described below as Parcel "A".

The property described below as Parcel "C" shall not be used for the operation of any hamburger oriented restaurant business except as may be specifically approved in writing by the Grantee or any subsequent fee owner of the land described as Parcel "A".

Said restrictions shall be deemed a burden on the lands described in Parcel "B"

057440 JUL 29 97

and Parcel "C" and shall run with the lands from the date of recordation of this Deed. The restriction contained herein shall be for the benefit of the land described in said Parcel "A" and shall be binding upon the Grantor, its/their heirs, administrators, grantees, successors, lessees, tenants, and assigns. It is further agreed that the failure of Grantee to enforce the provisions hereof in the event of a breach of said restriction, shall not be a waiver of the restriction with respect to such breach or any subsequent or different breach.

Parcel "A"

Parcel 23 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

Parcel "B"

Parcels 2 through 8 and 10 through 22 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

Parcel "C"

Parcels 1 and 9 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

Subordination of Lien

California National Bank, as Beneficiary of the Deed of Trust recorded September 5, 1996 as Document No. 96-0075700-00; California National Bank, as Beneficiary of the Deed of Trust recorded September 5, 1996 as Document No. 96-0075701-00; California National Bank as Secured Party under a Financing Statement recorded September 6, 1996 as Document No. 96-0075703 hereby agree that the lien referenced herein shall be subordinate to the rights, privileges and benefits granted hereunder and hereby join in the execution of this instrument for the sole and limited purposes of evidencing the subordination and its consent to the terms and conditions herein set forth.

California National Bank

BY: 

Michael B. Johnson, Executive Vice Pres.

057440 JUN 29 97

State of California :
County of Stanislaus : ss

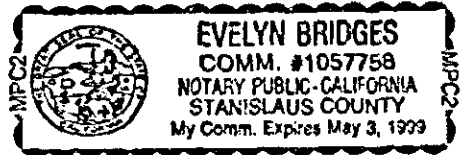
On July 28, 1997, before me, Evelyn Bridges,

a Notary Public in and for said County and State, personally appeared
Michael R. Johnson

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.

Evelyn Bridges
Signature of Notary



057440 JUL 29 97

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

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Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____

Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

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- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

24



Stanislaus, County Recorder
Karen Mathews Co Recorder Office
DOC- 1999-0116623-00

Acct 501-Chicago Title
Friday, DEC 17, 1999 08:00:00
Ttl Pd \$154.00 Nbr-0000478170
BYD/R1/ 1-50

Recording requested by,
and when recorded mail to:

Frank E. Clohan, Esq.
Bryant, Clohan, Eller, Maines
& Baruh, LLP
550 Hamilton Ave., #220
Palo Alto, CA 9301

DECLARATION OF DEVELOPMENT AND DESIGN

COVENANTS AND RESTRICTIONS

for

VILLA DEL LAGO

THIS DECLARATION is made this 16th day of September, 1997
by **VILLA DEL LAGO ASSOCIATES, LLC**, a California Limited Liability
Company ("**Declarant**") and the persons or entities whose names are
set forth on the signature page of this Declaration as Owners.

ARTICLE I

Recitals

This Declaration is made by Declarant based on the following
facts and intentions:

- A. Declarant is the owner/developer of VILLA DEL LAGO a master planned mixed use commercial development (the "**Project**") located in the County of Stanislaus, State of California, more particularly described in **Exhibit A** hereto.
- B. The other parties to this Declaration are purchasers of and current owners of lots in the Project who join in the Declaration to preserve, protect and enhance their investment in the Project, their individual lots and the improvements constructed or to be constructed thereon.
- C. This Declaration is created to benefit the entire Project, to establish covenants and restrictions regarding the design and development of improvements within the Project and to provide for the enforcement

villa.del'cc&rs

116623 DEC 17 99

50 yd

of such covenants and restrictions.

D. Terms used herein shall have the meanings specified below.

- (1) **"Applicant"** shall mean the Owner, or its lessee or other person or entity authorized by the Owner, to apply for Design Review Committee approval and for governmental approval of a parcel split and/or a building permit.
- (2) **"County"** shall mean the County of Stanislaus, California.
- (3) **"Declaration"** shall mean this Declaration of Development and Design Covenants and Restrictions for Villa Del Lago.
- (4) **"Declarant"** shall mean and refer to Villa Del Lago Associates, LLC, a California limited liability company. **"Declarant"** shall include those successors and assigns of Villa Del Lago Associates, LLC which acquire all or part of the interests in the real property described on **Exhibit A** and which are expressly named as successor Declarant in a document recorded by Declarant in the Stanislaus County Official Records assigning the rights and duties of Declarant to such successor Declarant.
- (5) **"Design Guidelines"** shall mean the Villa Del Lago Architectural Character Design Guidelines prepared by RRM Design Group dated February 21, 1996 as the same may be amended from time to time by Declarant. Copies of the Design Guidelines may be obtained from the Design Review Committee upon payment of a charge to defray costs of reproduction.
- (6) **"Lot"** shall mean any lot or lots, improved or unimproved, shown on any recorded subdivision map or parcel map within the Project, but shall not include any lot or parcel created as part of a condominium as defined in California Civil Code section 783, unless such lot or parcel consists of a **"Condominium Project"** as defined in California Civil Code section 1350.
- (7) **"Owner"** shall mean a record owner of fee simple title to any lot, whether held by one or more persons or entities.

ARTICLE II

The Project

The Project shall be owned, held, conveyed, encumbered, used, occupied and improved subject to the liens, covenants and restrictions stated in this Declaration. This Declaration is established to further a plan for improvement and sale of the Project and for the purpose of enhancing the value, desirability and attractiveness of said real property and every part thereof. All of the covenants, restrictions and agreements herein are (i) for the purpose of enhancing and protecting the value of the Project; (ii) in furtherance of a general plan for the improvement and sale of said real property for the direct, mutual and reciprocal benefit of each and every Lot within the Project; and (iii) equitable servitudes and shall run with the title to the lots in the Project and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of each Owner of any portion thereof and inure to the benefit of and be binding upon each successor in interest of such Owners.

ARTICLE III

Community Development and Design Control

3.1 Scope. Except as stated in this Declaration, there shall be no excavation, construction, development, landscaping or other such work in the Project, including any change or alteration or exterior addition to any improvements situated in the Project without compliance with this Article. The provisions of this Declaration shall not apply to regulate the foregoing activities related solely to the construction or erection of temporary structures and facilities to be used solely in connection with construction and development which is subject to this Declaration. Other temporary structures and facilities which remain located on land in the Project for sixty (60) days or more shall be subject to this Declaration.

3.2 Design Review Committee. There shall be a Community Design Committee (the "Design Review Committee") consisting of three (3) members to perform the duties established by this Article. The Design Review Committee shall have at least two (2) members who shall be appointed and may be removed by Declarant. Declarant shall designate said members upon the request of any Owner and may revise such designation from time to time. The third member (the "Independent Member") shall initially be appointed by Declarant and shall be affiliated with an owner of land within the Project other than Declarant. The Independent Member shall designate its successor; but if it fails to do so, Declarant shall designate a successor who shall be unaffiliated with Declarant. Declarant and persons affiliated with Declarant may be members of the Design Review Committee. The rights of Declarant under this section 3.2 may be assigned by recorded

instrument.

3.3 Duties. The Design Review Committee shall consider and act upon proposals or plans submitted to it pursuant to the terms hereof, may adopt rules, regulations, standards and guidelines and shall carry out all other duties imposed upon it by this Declaration.

3.4 Meetings and Reimbursement. The Design Review Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of its members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise.

3.5 Design Guidelines. The Design Guidelines shall serve as the basis for decisions made by the Design Review Committee in response to requests for approval. In no event, however, shall the Design Guidelines or the decisions of the Design Review Committee be in derogation of any minimum standards required by this Declaration nor of any legal requirements.

ARTICLE IV

Master Project Review

4.1 Master Project Review. Design Review Committee review and approval shall be required prior to applying for County approval of a parcel split, parcel map or specific plan for one or more lots planned to be developed as a cohesive project simultaneously or in separate phases over a period of time. Such lot or lots shall be referred to herein as a "Master Project". Prior to applying for County approval of a parcel split, parcel map or specific plan, the Applicant shall obtain the Design Review Committee's approval of the applicable "Master Project Documents" (as described below) in accordance with this Declaration.

4.2 Master Project Documents. The Applicant shall first submit four sets of the Master Project Documents to the Design Review Committee for its approval. All Master Project Documents shall be prepared by architects and engineers duly licensed by the State of California (unless the Design Review Committee otherwise agrees), shall be in such form and contain such information as may be required from time to time by the Design Review Committee as a condition to its review and approval, shall comply with the Design Guidelines and shall include at least the following:

A. Such information as is then required by the County in conjunction with the County's review and approval of the parcel split, parcel map or specific plan for the Master Project;

B. A site development plan showing all site coverage (i.e., building-ground contact area/net Lot area), all building coverage (i.e., area of all floors/net Lot area), all interfaces with off-site circulation systems, all interfaces with adjacent properties, all easements of record, all setback lines, and the location of all proposed driveways, parking areas (including, without limitation, the configuration of parking and vehicular circulation including employee and guest parking, the dimensions of typical parking stalls and parking aisles, the total parking provided and calculations demonstrating total parking required by applicable laws, codes, statutes and ordinances), loading and service areas (including, without limitation, all truck service and loading dock areas, truck and service vehicle circulation areas, and location of screening devices for truck and service areas), walkways, landscaped areas, storage and refuse areas, fences, and walls;

C. A landscaping plan in accordance with the Design Guidelines showing the location, type and size of planting material, hard surface material and all major site design features;

D. A sign and exterior lighting plan in accordance with the Design Guidelines generally showing location, size, type and design;

E. A phasing plan showing the phasing of the Master Project and illustrating the extent of development at the completion of each phase;

F. Schematic drawings indicating proposed building envelopes; and

G. A statement of the proposed use of the Master Project and structures described in the Master Project Documents.

4.3 Approval of Master Project Documents. With respect to Master Project Documents properly submitted for approval, such approval (or disapproval) will be based on whether the proposed improvements comply with the Design Guidelines. To the extent not otherwise determined by the Design Guidelines, the Design Review Committee may take into account, among other things, adequacy of site dimensions, conformity and harmony of external design with other contemplated, proposed or present improvements within the Project, effect of location and use of the proposed improvements on nearby Lots, quality and/or appearance of proposed construction methods and/or materials (with consideration being given to how and to what extent the proposed improvements will deteriorate with age), and any other factor relating to the impact of the proposed improvements on other Lots and/or the aesthetics of the proposed improvements (both by itself and in relation to other proposed or present improvements within the Project).

The Design Review Committee shall not be concerned with

interior design of proposed improvements. However, without limiting the generality of the foregoing, the Design Review Committee may disapprove any Master Project Documents on any reasonable ground including, without limitation, any of the following:

(1) Failure to comply with any of the provisions of this Declaration or the Design Guidelines;

(2) Failure to include any item or information which is expressly required hereby or is reasonably requested by the Design Review Committee; and

(3) Unless the Design Review Committee has otherwise previously agreed, failure to have the Master Project Documents prepared by an architect and engineers in the form required hereby.

ARTICLE V

Building Design Review

5.1 Building Design Review. Design Review Committee review and approval shall be required prior to applying for a building permit for, or the construction of, a building or other structure on a Lot. Prior to applying for such building permit or commencing such construction, the Applicant shall obtain the Design Review Committee's approval of the applicable "Schematic Design Documents" (as described below) and "Final Design Documents" (as described below) in accordance with this Declaration.

5.2 Schematic Design Documents. An Applicant desiring to construct any building or other structure shall first submit four (4) sets of Schematic Design Documents to the Design Review Committee for its approval. If the Schematic Design Documents relate to an improvement which is part of a Master Project, such submittal shall follow approval of the applicable Master Project Documents. If the Master Project Documents have already been approved by the Design Review Committee, they need not be submitted again except as appropriate to describe and illustrate existing and proposed site development related to the building or structure.

All Schematic Design Documents shall be prepared by architects and engineers duly licensed by the State of California (unless the Design Review Committee otherwise agrees), shall be in such form and contain such information as may be required from time to time by the Design Review Committee as a condition to its review and approval, shall comply with the Design Guidelines, and shall include at least the following:

A. Such information as is then required by the County for any conditional use or other planning permit or approval or

design review, but only if the Applicant is required by the County to obtain such permit or approval or participation in such design review;

B. A site development plan showing all site coverage (i.e., building-ground contact area/net lot area), all building coverage (i.e., area of all floors/net lot area), all interfaces with off-site circulation systems, all interfaces with adjacent properties, all easements of record, all setback lines and the location of all proposed improvements, including structures, buildings (including, without limitation, all building footprints, overhangs, and net floor area), driveways, parking areas (including, without limitation, the configuration of parking and vehicular circulation including employee and guest parking, the dimensions of typical parking stalls and parking aisles, the total parking provided and calculations demonstrating total parking required by applicable laws, codes, statutes and ordinances), loading and service areas (including, without limitation, all truck service and loading dock areas, truck and service vehicle circulation areas, and location of screening devices for truck and service areas), walkways, landscaped areas, storage and refuse areas, fences and walls;

C. A landscaping plan in accordance with the Design Guidelines showing the location, type and size of planting material, hard surface material and all major site design features;

D. A sign and exterior lighting plan in accordance with the Design Guidelines generally showing location, size, type and design;

E. A phasing plan showing the phasing of the construction of the improvements described in the Schematic Design Documents and illustrating the extent of development at the completion of each phase;

F. A conceptual grading plan showing the location of all proposed grading, drainage and utilities; and

G. Building elevations or perspective drawings for each building or structure showing dimensions, exterior design concept (including intended character and materials) and exterior color schemes (including color samples).

5.3 Approval of Schematic Design Documents. With respect to Schematic Design Documents properly submitted for approval:

A. Approval or disapproval of Schematic Design Documents will be based on the factors described in section 4.3, and disapproval may also be based on objection to the location of any improvement including objection based on the proposed location in relation to other Lots and/or other improvements (contemplated, proposed or present) within the Project.

B. The Design Review Committee may conditionally approve Schematic Design Documents submitted for review. In such event, the Schematic Design Documents will be deemed approved. However, the Design Review Committee will have no obligation to approve the corresponding Final Design Documents until each condition imposed in the approval of the Schematic Design Documents is either satisfied or waived in writing by the Design Review Committee.

C. Any approval of the Schematic Design Documents granted hereunder shall be valid and effective for a period of twelve (12) months only. If the Applicant has not submitted corresponding Final Design Documents to the Design Review Committee within such twelve (12) month period, then the Design Review Committee's approval of Schematic Design Documents shall be deemed revoked unless the Design Review Committee, upon request made by the Applicant in writing prior to the expiration of such twelve (12) month period, extends in writing the time for submitting such Final Design Documents. A first extension of six (6) months shall be approved automatically, and approval of additional extensions shall not be unreasonably withheld; provided, however, the Design Review Committee shall not be obligated to grant extension(s) exceeding twenty-four (24) months in the aggregate.

5.4 Final Design Documents. Following approval or conditional approval of the applicable Schematic Design Documents and prior to the expiration of the applicable approval period referenced in section 5.3 above, the Applicant shall submit four sets of final Design Documents to the Design Review Committee for its approval. All Final Design Documents shall be prepared by architects and engineers duly licensed by the State of California (unless the Design Review Committee otherwise agrees), shall be in such form and contain such information as is required under this Declaration, shall comply with the Design Guidelines, and shall include at least the following:

- A. Such information as is then required by the County for the issuance of a building permit;
- B. A final grading and drainage plan;
- C. All architectural, structural, mechanical, plumbing and electrical drawings;
- D. All construction specifications; and
- E. All landscape planting and irrigation plans;
- F. All signage plans and drawings.

5.5 Approval of Final Design Documents. With respect to Final Design Documents properly submitted for approval:

- A. Approval or disapproval of Final Design Documents

will be based on their conformance to corresponding approved or conditionally approved Schematic Design Documents; and if the Schematic Design Documents have been conditionally approved, whether all conditions to such approval have been satisfied or waived. In addition, the Design Review Committee may also disapprove any Final Design Documents on any of the following grounds:

(1) Failure to comply with any of the provisions of this Declaration;

(2) Failure to include any item or information which is expressly required hereby or is reasonably requested by the Design Review Committee; and

(3) If the Final Design Documents disclose any items not included in the approved Schematic Design Documents and such items would not have been approved had they been then disclosed in the Schematic Design Documents.

B. Any approval of the Final Design Documents granted hereunder shall be valid and effective for a period of twelve (12) months only. If the Applicant has not commenced construction of improvements in accordance with the Final Design Documents so approved within such twelve (12) month period, then the Design Review Committee's approval of the Final Design Documents shall be deemed revoked unless the Design Review Committee, upon request made by the Applicant in writing prior to the expiration of such twelve (12) month period, extends in writing the time for commencing construction. A first extension of six (6) months shall be approved automatically and approval of additional extensions shall not be unreasonably withheld; provided, however, the Design Review Committee shall not be obligated to grant extension(s) exceeding twenty-four (24) months in the aggregate.

ARTICLE VI

Changes and Signs

6.1 **Changes to Appearance of Existing Improvements.** Once constructed, the appearance of an improvement, including its exterior surface or landscaping, shall not be materially altered or changed in color or otherwise without first obtaining the Design Review Committee's written approval. Documents for such alterations or changes shall be submitted to the Design Review Committee first in preliminary form (for review and approval in accordance with sections 5.2 and 5.3) and then in final form (for review and approval in accordance with sections 5.4 and 5.5) unless otherwise agreed in writing by the Design Review Committee.

6.2 **Signs.** No sign shall be erected, placed, constructed, removed, substantially altered, rebuilt or reconstructed on any

Lot except in accordance with drawings therefor first approved in writing by the Design Review Committee. Sign drawings submitted for approval must show the type (e.g., monument sign), layout, dimensions, location, construction materials and method of construction (including color samples), and proposed method of lighting (if any) of the proposed sign and such additional information as the Design Review Committee may reasonably request. All signs must conform to the Design Guidelines and any master sign program promulgated by the Declarant or the Design Review Committee in effect at the time sign approval is granted.

ARTICLE VII

Review Fees

An Applicant shall pay to the Design Review Committee a fee adequate to reimburse the Committee for reasonable out-of-pocket expenses incurred and the professional fees which any member of the Committee who is a practicing design professional would charge for his or her services at commercially reasonable rates for performing such professional's services in connection with the Design Review Committee. Concurrently with the submission of each set of Master Project Documents, Schematic Design Documents, Final Design Documents and documents submitted pursuant to section 6.1 and section 6.2 above and concurrently with the submission of each revised set of the same, the Applicant shall pay to the Design Review Committee a fee deposit of \$500, plus an additional fee requested by the Design Review Committee equal to its reasonable estimate of its out of pocket costs likely to be incurred in reviewing the subject documents.

The Design Review Committee shall have no obligation to commence review of any submitted documents until such sums have been paid. If, at the time the Committee is ready to issue its approval, the actual amount of fees and costs incurred in connection therewith, as reasonably documented by the Committee, are less than amounts previously paid by the Applicant, the difference shall thereupon be refunded to the Applicant. If such fees and costs incurred exceed amounts previously paid by the Applicant in connection with the Application, then the Committee shall not be required to issue any approval until any additional fees and costs due have been paid by the Applicant.

ARTICLE VIII

General Provisions Applicable To Design Review Committee's Review

8.1 Completion of Application. The date of application for Design Review Committee review shall be the date of submission of a complete set of the documents required together with the requisite fee; provided, however, that if the Design Review Committee fails to notify an Applicant within ten (10) days of

submission of an application that the documents submitted are incomplete or otherwise do not conform with the requirements of this Declaration, the documents submitted shall be deemed complete.

8.2 Result of Inaction. If the Design Review Committee fails either to approve, conditionally approve or disapprove any given set of proposed documents within fifteen (15) business days after a complete application is submitted to it for review hereunder, then it shall be conclusively presumed that the Design Review Committee has approved said set of documents; provided, however, that if within said fifteen (15) business day period, the Design Review Committee notifies the Applicant in writing that more time is required for review of such documents, then said fifteen (15) business day period shall be extended for up to ten (10) additional business days as set forth in said notice.

8.3 Waiver. The approval by the Design Review Committee of any drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee under this Declaration, whether or not conclusively presumed under section 8.2 above, shall not be deemed to constitute a waiver of any right to withhold approval of any similar or unsimilar drawing, specification or matter subsequently submitted for approval by any Owner, lessee or other occupant of a Lot.

Except as set forth in paragraphs 8.1 and 8.2 above, the failure or delay of the Design Review Committee to enforce any of its rights under this Declaration shall not, under any circumstances, be deemed a waiver of said rights. No course of dealing between the Design Review Committee and any Owner, Applicant or other party in exercising, or refraining from exercising, any rights under this Declaration or the Design Guidelines shall operate as a waiver of such rights vis-a-vis such Owner, Applicant or other party, or any other Owner, Applicant or other party.

8.4 Liability. Neither the Design Review Committee nor any member thereof shall be liable to any Owner or any Applicant for any damage, loss or prejudice suffered or claimed on account of (i) the approval of any documents, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved documents; (iii) the development of any property within the Project or (iv) the execution and filing of an estoppel certificate pursuant to section 11.1 below, whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him or her.

The foregoing limitation shall not serve to waive or limit the obligation of the Design Review Committee to comply with the provisions of this Declaration. Without limiting in any way the generality of the foregoing, the Design Review Committee, or any member thereof, may, but is not required to, consult with or hear the views of any Owner with respect to any documents or

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any other proposal submitted to the Design Review Committee.

8.5 Changes in Documents. Any material changes in any documents previously approved by the Design Review Committee, whether as a result of actions by the County or otherwise, shall be submitted to the Design Review Committee for review and approval in accordance with this Declaration as if the changed documents or plans had never been reviewed and approved by the Design Review Committee, and the Owner of the subject Lot may not commence or allow the commencement of construction in accordance with such changed documents or plans until the Design Review Committee's approval of the same has been obtained.

Notwithstanding the foregoing, Design Review Committee review shall not be required for changes made to such documents which changes are required by the County.

8.6 Compliance with Laws. The Design Review Committee shall have no duty or responsibility to review any documents submitted to it to determine, evaluate or review: (i) the structural safety or integrity of proposed improvements; (ii) the suitability or adequacy of the proposed design or layout for any use or purpose; and (iii) compliance with governmental statutes, codes, ordinances and regulations governing the construction or use of the proposed improvements, all of said items being the sole responsibility of the Owner, and the Design Review Committee's approval of documents shall not constitute any implications, representations or certifications with respect to these items.

ARTICLE IX

Term

The covenants and restrictions of this Declaration shall run with and bind the Project until the earlier to occur of (i) the date on which Declarant conveys to one or more third parties real property in the Project such that immediately after the conveyance, Declarant no longer owns any of the real property in the Project; and (ii) December 31, 2025.

ARTICLE X

Miscellaneous Provisions

10.1 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Design Review Committee by any Owner, and upon payment to the Design Review Committee of such reasonable fee as may be necessary to reimburse the Committee for out-of-pocket costs and the professional service fees of any member as described in Article VII, the Design Review Committee shall record an estoppel certificate executed by any two (2) of its members certifying (with respect to any Lot of said Owner) that as of the date thereof either (i) all improvements made or

other work done upon or within said Lot comply with this Declaration; or (ii) 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 non-compliance.

Any purchase from the Owner, or from anyone deriving any interest in said Lot through it, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Design Review Committee, Declarant and all Owners and such persons deriving any interest through them.

10.2 Severability. Invalidation of any of these covenants or restrictions by judgment of court order shall in no way affect any other provisions which shall remain in full force and effect.

10.3 Amendments. This Declaration may be amended or terminated only by Declarant by notice recorded in the Stanislaus County Official Records.

10.4 Enforcement. In the event of a breach of any provision of this Declaration or any of the Design Guidelines by an Owner, an Applicant or its or their guests, employees, invitees, licensees, or lessees, the Design Review Committee, for and on behalf of all other Owners, or any Owner may enforce the obligations of each Owner to obey the Design Guidelines or this Declaration in any manner provided by law or in equity including, but not limited to, hiring or legal counsel and the pursuing of legal action.

Every act or omission whereby any provision of this Declaration or the Design Guidelines is violated is declared to be a nuisance for which monetary damages are inadequate and, therefore, every such act or omission may be abated or enjoined through an action maintained by the Design Review Committee, whether the relief requested is for negative or affirmative action. Failure of any Owner or the Design Review Committee to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

If any Lot is further subdivided into condominiums or a planned unit development, and if, in connection therewith, an association is created having responsibility for any portion of the improvements in the Project, the provisions of this Declaration shall be enforceable also against such association. The Owner of a Lot shall be liable hereunder for any act or omission relating to such Lot that constitutes a breach of this Declaration or the Design Guidelines including, without limitation, all acts and omissions of such Owner's guests, employees, invitees, licensees and lessees. Such liability of the Owner shall not relieve the person or entity committing the subject breach of liability therefor. If an Owner consists of more than one person or entity, the obligations imposed upon such Owner hereunder shall be joint and several.

10.5 Attorneys' Fees. If an action is brought by any party to enforce the provisions of this Declaration, the prevailing party in such action shall be reimbursed by the other party or parties for its reasonable attorneys' and consultants' fees and related costs.

IN WITNESS WHEREOF, the Declarant and the undersigned Owners, have executed this Declaration as of the date first above written.

Villa Del Lago Associates, LLC

Date: 01/15/98

By Dominic Speno
Dominic Speno, Manager

Trustees of the Marital Trust under the Dominic and Carmela Speno Living Trust Agmt. dtd. 6-12-81, owners of Lot 16.

Date: 01/15/98

By Dominic M. Speno
Dominic M. Speno, Trustee

~~Feedmaker, Inc.~~
owners of Lot 23

Date: N/A

By N/A

Date: 11/21/95

By Emily Escobar Nunes
Emily Escobar Nunes, Trustee Under The Frank A. Nunes Trust Agreement, dated May 6, 1994, As Amended.

APPROVED FOR RECORDING:
Cupertino National Bank & Trust

By Colleen Christed VP
Colleen Christed VP

Date: 10/8/97

William H. Bryant, Judith M. Ott,
John R. Griffiths, Patrick H. Morton,
Nicholas A. Speno and Dominic M. Speno

William H. Bryant
William H. Bryant

Date: 9/16/97

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Judith M. Ott
Judith M. Ott

Date: Sept. 16, 1997

John B. Griffiths
John B. Griffiths

Date: Jan 14, 1998

Patrick H. Morton
Patrick H. Morton

Date: 5-22-98 P.M.
~~Sept - 1998~~

Nicholas A. Speno
Nicholas A. Speno

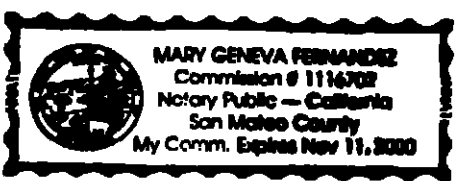
Date: September 30, 1997

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) SS.

On January 15, 1998, before me,
Mary Geneva Fernandez Notary Public, personally appeared
Dominic M. Speno,

 personally known to me - OR -
 X proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Mary Geneva Fernandez

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) SS.

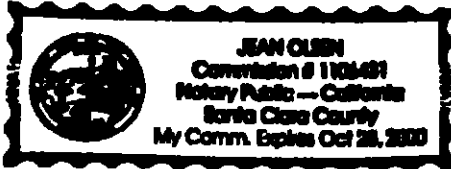
On October 8, 1997, before me,
Jean Olsen, Notary Public, personally appeared
Colleen Carlsted

 personally known to me - OR -
 X proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are

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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.



Jean Olsen

STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

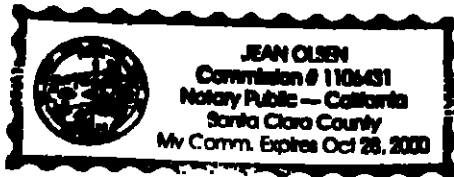
ss.

On 9-16, 1997, before me,
JEAN OLSEN, Notary Public, personally appeared
William H. Bryant and Judith M. Ott,

X personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, 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.



Jean Olsen

STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

ss.

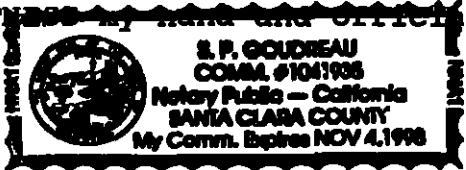
On Jan 14, 1997, before me,
SP. Gaudreau, Notary Public, personally appeared
John R. Griffiths,

X 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.



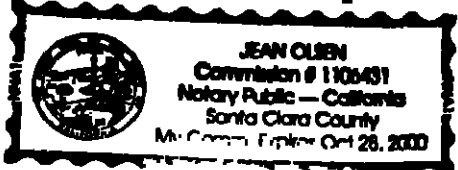
S. P. Goudreau

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On Sept. 30, 1997, before me,
JEAN OLSEN, Notary Public, personally appeared
NICHOLAS A. SPEND,
X personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jean Olsen

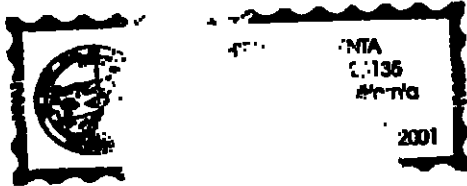
STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

on January 5, 1998, before me,
Shirley M. Atenta, Notary Public, personally appeared
Patrick Morton,
X personally known to me - OR -

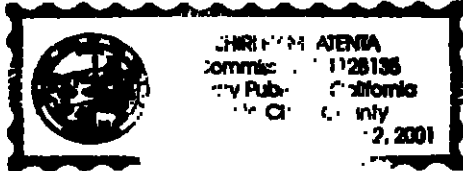
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.



Shirley M. Ajenia



ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Santa Clara)

On April 28 1998, before me, Janice Fox,
personally appeared EMILY ESCOBAR NUNES

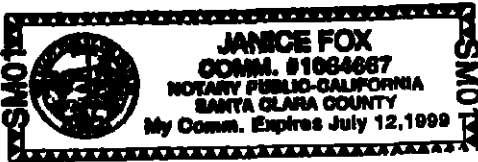
✓ personally known to me

or

 proved to me on the basis of satisfactory
evidence

to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same in
their authorized capacities, and that by their signatures on the
instrument the persons, or the entity upon behalf of which the
persons acted, executed the instrument.

Witness my hand and official seal.



[Signature]
SIGNATURE OF NOTARY

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Owner of Parcel 1:
TEG Investments, L.P., a
Nevada Limited Partnership

By: (S) h.l.l.

Its: Trustee

STATE OF CALIFORNIA)
)
COUNTY OF Alameda) ss.

On Dec. 7, 1999, before me, Marcie R. Berlin,
Notary Public, personally appeared
SADWINDER SINGH

~~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.

Marcie R. Berlin



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**EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER TRACT**

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DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 13

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 5, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

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DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 14

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 6, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

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DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 15

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 7, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 09

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 9, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

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DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 10

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 10, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

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DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 08

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 11, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 07

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 12, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 06

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 14, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 05

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 15, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

J.16623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 03

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 18, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 02

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 19, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 01

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 21, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 11

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 23 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 22 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL THREE:

Being a non-exclusive easement and right-of-way for ingress and egress of vehicles and pedestrians over, through and across all that certain real property situated in the County of Stanislaus, State of California, described as follows:

Being a portion of Parcel 9 as shown and so designated on that certain Parcel Map filed September 6, 1996, in Book 47 of Parcel Maps, Page 87, Stanislaus County records, being more particularly described as follows:

BEGINNING at the Northwesterly corner of said Parcel 9, said point also being the Southwesterly corner of Parcel 23 as said parcel is shown and so designated on said Parcel Map, said point also being a point on the Eastelry line of Rogers Road;

THENCE from said point of beginning, South 89°32'52" East, along that line common to said Parcel 9 and said Parcel 23, 131.30 feet to a point of the Westerly line of a public utility and private ingress-egress easement as shown on said Parcel Map;

THENCE Southeasterly along the Westerly line of said easement, 11.06 feet along the arc of a 55.00 feet radius curve, concave Northeasterly, whose central angle is 11°31'01" and whose chord bears, South 32°20'21" West, 11.04 feet;

THENCE, South 85°05'32" West, 114.17 feet;

THENCE, North 89°35'49" West, 22.96 feet to a point on the Westerly line of said Parcel 9;

THENCE, Northwesterly along said Westerly line, 25.00 feet along the arc of an 1140.00 feet radius curve, concave Southwesterly, whose central angle is 01°15'23" and whose chord bears, North 00°59'49" West, 25.00 feet the point of beginning.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 12

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel A, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 20

Parcel One:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 1 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

TOGETHER WITH all that portion of Parcel 2 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records, more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel 2; thence North 10 degrees 07' 47" East, 178.76 feet to a point on the North line of said Parcel 2, said point being on a curve, non-tangent to the preceding course, concave Northeasterly, having a radius of 100.00 feet, of which radius bears North 23 degrees 25' 57" East; thence Easterly, along the arc of said curve, through a central angle of 23 degrees 25' 198" and arc distance of 40.88 feet to the Northeast corner of said Parcel 2; thence South 22 degrees 59' 52" West, along the Easterly line of said Parcel 2, a distance of 182.21 feet to the point of beginning.

Parcel Two:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23, as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

Parcel Three:

An Ingress-Egress Access Easement, described as follows:

A strip of land, varying in width, for use as an Ingress-Egress Access Easement, for the mutual benefit of Adjusted Parcel 1 and Adjusted Parcel 2 as described in the Certificate of Lot Line Adjusted for Lot Line Adjustment No. 97-04, filed on April 10, 1997 as Instrument No. 97-0026874-00, being a portion of said Adjusted Parcel 2, situate in the Southwest quarter of Section 26, Township 5 South, Range 7 East, M.D.B. & M., County of Stanislaus, State of California, more particularly described as follows:

Commencing at the Southeast corner of said Adjusted Parcel 2; thence North 10° 07'49" East, along the East line of said Adjusted Parcel 2, a distance of 48.21 feet to a non-tangent curve, concave Northeasterly, having a radius of 40.00 feet, of which radius bears North 66° 27'21" East; thence Northwesterly along the arch of said curve, through a central angle of 07° 50'15", an arc distance of 5.47 feet; thence North 15° 42'24" West, 60.49 feet to a point of curvature, concave Easterly, having a radius of 70.50 feet, of which radius bears North 74° 17'36" East; thence Northerly along the arc of said curve, through a central angle of 40° 06'25", an arc distance of 49.35 feet; thence North 24° 24'01" East, 34.19 feet to a point on the North line of said Adjusted Parcel 2, said point being a point on a curve, non-tangent to the preceding course, having a radius of 100.00 feet, of which radius bears North 39° 09'38" East; thence Easterly along the arc of said curve, being along said North line, through a central angle of 15° 43'41", an arc distance of 27.45 feet to the Northeast corner of said Adjusted Parcel 2; thence South 10° 07'49" West, along the East line of said Adjusted Parcel 2, a distance of 130.55 feet to the Point of Beginning.

16623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 27

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 1 as per Parcel Map thereof filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

PARCEL THREE:

A 10 foot wide private sewer pipeline easement as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL FOUR

The 10 wide private storm drain easements as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

16623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 29

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 2 as per Parcel Map thereof filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

PARCEL THREE

The 10 wide private storm drain easements as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 28

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 3 as per Parcel Map thereof filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 22

PARCEL ONE:

Parcel 1 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 23

PARCEL ONE:

Parcel 2 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 21

PARCEL ONE:

Parcel 3 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 24

PARCEL ONE:

Parcel 4 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 16 (PTN)

PARCEL ONE:

Parcel 5 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 17 & PTN 26

PARCEL ONE:

Parcel 6 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 18 & PTN 26

PARCEL ONE:

Parcel 7 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

116623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 26 (PTN)

PARCEL ONE:

Parcel 8 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

16623 DEC 17 99

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 26 (PTN)

PARCEL ONE:

Parcel 9 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and I through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

16623 DEC 17 99

GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY Shirley M. Atenta

DATE COMMISSION EXPIRES 3-2-01

PLACE OF EXECUTION Santa Clara County

12-17-99
(Date)

Shirley M. Atenta
(signature and firm name if any)

116623 DEC 17 99

2015-1051

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____



Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

F



Stanislaus, County Recorder
Karen Mathews Co Recorder Office
DOC- 2000-0013833-00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Frank E. Clohan, Esq.
Bryant, Clohan, Eller, Maines & Baruh, LLP
550 Hamilton Avenue, Suite 220
Palo Alto, CA 94301

Acct 501-Chicago Title
Thursday, FEB 24, 2000 08:00:00
Ttl Pd \$368.00 Nbr-0000504578
APE/R4/ 2-99

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND
RECIPROCAL EASEMENTS
FOR
VILLA DEL LAGO

CHICAGO TITLE

013833 FEB 24 00

2999
JK

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND
RECIPROCAL EASEMENTS
FOR
VILLA DEL LAGO

13833 FEB 24 00

This Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements ("Declaration") is dated for reference purposes as of November 1, 1999 and is made by and among VILLA DEL LAGO ASSOCIATES, LLC, a California Limited Liability Company hereinafter referred to as "Developer") and the persons or entities whose names are set forth on the signature page of this Declaration as Owners.

WITNESSETH:

This Declaration is entered into on the basis of the following facts, understandings and intentions of the parties:

A. These recitals utilize certain capitalized terms which are defined in this Declaration and incorporated into these recitals.

B. Developer is the owner/developer of VILLA DEL LAGO a mixed use highway service and community commercial development (the "Project") located in the County of Stanislaus, State of California consisting of twenty-five (25) numbered commercial Parcels pursuant as more particularly described on **Exhibit A** attached hereto and by this reference incorporated herein. The Project also includes a separate landscape Parcel designated as Parcel A as more particularly described on **Exhibit B** attached hereto and a highway pylon sign parcel more particularly described in **Exhibit C** attached hereto.

C. The other parties to this Declaration are purchasers of and current owners of parcels in the Project who join in this Declaration to preserve, protect and enhance their investment in the Project, their individual parcels and the improvements constructed or to be constructed thereon.

D. To effectuate the foregoing, the parties desire to enter into certain covenants and agreements as part of a uniform, general and common plan for the beneficial use of the Parcels and to grant to each other certain reciprocal easements in, to, over, under and across the Parcels and to operate the Parcels subject to certain uniform covenants, conditions, restrictions, limitations, reservations, easements, rights-of-way, liens, charges and other protective and beneficial provisions in order to implement such uniform, general and common plan to preserve, protect and enhance the value, desirability and attractiveness of the Project and each Parcel located therein for the mutual benefit and protection of the Project and each parcel located therein and Developer, other current owners and their successors in interest as parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1.0 Definitions. Each reference in this Declaration to the following terms shall have the meanings set forth below for each such term. Certain other terms shall have the meanings set forth elsewhere in this Declaration.

Subsection 1.1 "Articles". The Articles of Incorporation of the Association that have been or shall be filed in the Office of the Secretary of State of the State of California, as amended from time to time.

Subsection 1.2 "Assessment". That portion of the cost of maintaining, improving, operating and managing the Common Areas and related facilities in the Project which is to be paid by each parcel owner as determined by the Association.

Subsection 1.3 "Association". Villa Del Lago Merchants Association, a California non-profit mutual benefit corporation and its successors and assigns.

Subsection 1.4 "Board". The Board of Directors of the Association, as it may be from time to time composed.

Subsection 1.5 "Bylaws". The Bylaws of the Association as they may exist from time to time.

Subsection 1.6 "Common Area". For purposes of identifying the Association's maintenance responsibilities, that portion of the Project and its facilities consisting of the following:

Subsection 1.6.1 Parcel A as shown on the Parcel Map- to be conveyed to the Association.

Subsection 1.6.2 The Highway Pylon Sign Parcel- to be conveyed to the Association.

Subsection 1.6.3 The Highway Pylon Sign.

Subsection 1.6.4 The 50' private ingress-egress easements as shown on the Parcel Map.

Subsection 1.6.5 The street lights for the private ingress-egress easements.

Subsection 1.6.6 The 30' access and maintenance easement adjacent to the Delta Mendota canal as shown on the Parcel Map.

Subsection 1.6.7 The recreation vehicle parking easement on Parcel 5 [47-PM-87] identified as Easement C on the Map of the Project attached hereto as **Exhibit D**.

Subsection 1.6.8 The landscape area in front of Parcels 9 [47-PM-87] and 11 and the landscaped slope maintenance areas all as shown on **Exhibit E** attached hereto.

Subsection 1.6.9 The landscape irrigation equipment including pumps, piping, filtration equipment controllers etc.

Subsection 1.7 "Common Expenses". All expenses incurred for the upkeep, maintenance, repair, replacement, management and operation of the Common Area, including any reserve for maintenance and repairs, reinstatement, rebuilding and replacement of Common Area improvements; all charges for taxes on or relating to the Common Area (except real property taxes and other such taxes assessed separately on Parcels or on the personal property or any other interest of the Owner) the cost of insurance of or on the Common Area (including casualty and liability insurance required to be maintained by the Association under this Declaration); and the cost of landscape, Highway Pylon sign maintenance and similar services for the Common Area; wages, accounting and legal fees; management fees; and any other expense declared to be a Common Expense in this Declaration or in the exhibit annexed hereto.

Without limitation to the generality of the foregoing, Common Expenses shall include all expenses of the alterations or additions in or to the Common Area, which may be required from time to time, to cause the Common Area as built and existing to be in conformity with the Common Area described in the Declaration as amended from time to time.

Subsection 1.8 "Common Surplus". The amount by which all receipts of the Association from the Project and the Owners including, but not limited to, assessments, rents, profits and revenues on account of the Common Area, shall exceed the amount of the Common Expenses of the Project.

Subsection 1.9 "Floor Area". The total square feet of floor area contained within the boundaries of the exterior surface of exterior walls of any building located on a Parcel including mezzanines (other than as hereinafter provided) and all stories of any multiple story buildings, but excluding:

Subsection 1.9.1 loading or delivery docks or areas and truck tunnels, ramps and wells (to the extent such facilities lie outside exterior building walls);

Subsection 1.9.2 utility and/or mechanical equipment mezzanines, vaults, rooms, penthouses or areas (including rooftop areas and vaults, whether located partially or wholly outside of such exterior walls);

Subsection 1.9.3 building canopies, pilasters and overhangs and exterior recessed areas of building entrances;

Subsection 1.10 "Occupant". Each party and any person from time to time entitled to the use and occupancy of any portion of a building on a parcel under any lease or other instrument or arrangement with a party under which such person acquires its right to such use and occupancy.

Subsection 1.11 "Owner" or "Owners" shall mean and refer to the record holder or holders of title, if more than one (1), of a Parcel in the Project. This shall include any person having a fee simple title to any Parcel, but shall exclude persons or entities have any interest merely as security for the performance of an obligation. If a Parcel is sold under a recorded contract of sale, the purchaser, rather than the fee owner, shall be considered the "owner":

Subsection 1.12 "Parcel Maps". The various Parcel Maps recorded in the official records of Stanislaus County resulting in the current configuration of the Project which maps are listed and identified in **Exhibit A** attached hereto.

Subsection 1.13 "Parcel". Each of the individual separate legal lots or units of real property in the Project. Each of said Parcels may hereinafter be referred to by reference to its parcel number as indicated on the Parcel Map. If the ownership of or interest in any lot or parcel is vested in more than one person, the rights of such persons as a party to this Declaration shall be governed by the provisions of Section 11.0.

Subsection 1.14 "Parking Area". That portion of a Parcel improved for use for parking of motor vehicles but excluding drive through service areas, building loading or delivery docks or areas, truck tunnels, ramps and wells.

Subsection 1.15 "Parking Ratio". The ratio of parking spaces to floor area required to be maintained in the parking area of each Parcel pursuant to Subsection 5.1.1.

Subsection 1.16 "Parking Spaces". Parking spaces, measured and configured in the manner required by the applicable local ordinances or regulations, this Declaration and the site plan.

Subsection 1.17 "Party". Each signatory to this Declaration, or its respective successor in interest as a party with respect to its parcel, determined by the provisions of Section 11.0 as of the time in question.

Subsection 1.18 "Permittees". All persons granted permission to utilize the Common Areas including occupants, employees, service persons, licensees, invitees, customers, contractors and agents.

Subsection 1.19 "Person". An individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

Subsection 1.20 "Project" shall mean and refer to the real property described on the Parcel Map and the Sign Parcel and all improvements thereon.

Section 2.0 Use.

Subsection 2.1 Retail and Commercial Purposes.

Subsection 2.1.1 General Restrictions. The parties intend by this Declaration to create a uniform general plan for the Parcels in the Project which shall be used for commercial purposes of the type normally found in a highway oriented commercial center and or a retail shopping center including, without limitation: gas stations, mini-marts, restaurants, hotels,

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motels, recreation facilities, service shops, retail shops, financial institutions, other "service-oriented uses" (as defined below); and "family entertainment uses" (as defined below).

No "adult" theaters, "adult" bookstores, massage parlors, tattoo studios, body piercing studios, card rooms and other uses involving betting or gambling) shall occupy space within the Project without the prior written approval of the Association.

Developer recognizes that said businesses may adversely affect neighborhood and family oriented businesses in the Project. The covenant and restriction established pursuant to this Subsection 2.1.1 is a restrictive covenant pursuant to the applicable sections of the California Civil Code.

It is expressly agreed that nothing contained in this Declaration shall be construed to contain a covenant, either express or implied, either to commence the operation of a business or thereafter continuously to operate a business within the Project.

Subsection 2.1.2 Definition of Certain Uses. As used herein:

Subsection 2.1.2.a "fast food restaurant use" means a so-called "fast food" or "take-out" restaurant specializing in the rapid preparation and service of food for on- or off-premises consumption or any use having pedestrian walk-up or vehicular drive-up or drive-through facilities for dispensing food for off-premises consumption;

Subsection 2.1.2.b "sit-down restaurant use" means a so-called "sit-down" restaurant or any other use serving or dispensing food primarily for on-premises consumption and not constituting a fast food restaurant use;

Subsection 2.1.2.c "food outlet use" means a use producing, preparing, serving or dispensing food products for on- and off-premises consumption, such as yogurt shops, doughnut shops, candy stores, cookie stores and ice cream shops and not constituting a fast food restaurant use or sit-down restaurant use;

Subsection 2.1.2.d "restaurant use" means fast food restaurant uses, sit-down restaurant uses and food outlet uses;

Subsection 2.1.2.e "service-oriented use" means uses providing consumer services and/or consumer advice to Project customers such as banks, savings and loan associations, title companies and insurance brokers; and

Subsection 2.1.2.f "family entertainment use" means entertainment uses such as first-run movie theaters, game arcades, recreation and amusement facilities oriented to children (such as, by way of illustration but not limitation, uses such as those of "Discovery Zone") and other entertainment uses oriented to children or family audiences (specifically excluding "adult" theaters, "adult" bookstores, massage parlors, card rooms and other uses involving betting or gambling).

Subsection 2.2 Other General Use Restrictions. In addition to all of the covenants and restrictions contained herein, the use of Project and each Parcel therein is subject to the following:

Subsection 2.2.1 Nuisances. No noxious, illegal or seriously offensive activities shall be carried on upon any of the Parcels or in any part of the Project, nor shall anything be done thereon which may be or may become a serious annoyance or a -nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners or Occupants of the respective Parcels.

Subsection 2.3 Specific Use Restrictions. Neither of Parcels 1 (as shown in Parcel Map recorded 9/6/1996 Bk 47 Page 87) or 9 (as shown in Parcel Map recorded 9/6/1996 Bk 47 Page 87) in the Project shall be used for the operation of a hamburger oriented restaurant defined as a drive-thru restaurant specializing in the sale of hamburgers, except as may be specifically approved by the then current owner of Parcel 23 (as shown in Parcel Map recorded 9/6/1996 Bk 47 Page 87).

Subsection 2.4 Use of Hazardous Materials.

Subsection 2.4.1 Certain Definitions. For purposes of this Subsection 2.4, the following terms shall have the following meanings:

Subsection 2.4.1.a "Environmental Laws". All present and future statutes, ordinances, orders, rules and regulations of all federal, state or local governmental agencies relating to the use, generation, manufacture, installation, release, discharge, storage or disposal of Hazardous Materials, including the Federal Water Pollution Act, as amended (33.U.S.C. section 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. section 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. section 1801 et seq.), or comparable provisions of the laws of the state in which the Project is located.

Subsection 2.4.1.b "Hazardous Materials". Petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas or any chemical, material or substance now or hereafter defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste" or "toxic substances", or words of similar import, under any Environmental Laws.

Subsection 2.4.2 Regulation of Use. No Party shall use, or allow use of, Hazardous Materials on, about, under or in its Parcel or the Project except as part of its business operation conducted therein in the ordinary course as part of a first-class Project in accordance with the standards of this Declaration. In the event of a release in, about, under or on the Project or any portion thereof of any Hazardous Materials, the Party responsible therefor shall immediately take such remedial actions as may be necessary to clean up the same in accordance with the requirements of Environmental Laws.

Each Party, and any occupant of that Party's parcel, shall use, handle and store any Hazardous Materials hereunder in accordance with the applicable requirements of Environmental Laws. Each Party shall notify the other parties of any such release of Hazardous Materials of which it gains knowledge or receives notice and of any violation of Environmental Laws of which it receives notice from any governmental agency having jurisdiction.

Subsection 2.4.3 Indemnity. Each Party shall indemnify, defend, protect and hold the other Parties harmless from and against any and all claims, actions, suits, proceedings, loss, suits, liabilities, damages, deficiencies, fines, penalties, costs or expense (including sums paid in settlement of claims, reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs and litigation expenses) which arise out of or in connection with the indemnifying Party's breach of the provisions of this Subsection 2.4.

Section 3.0 Project Name. The Project shall be operated, advertised and maintained under the name of VILLA DEL LAGO. Developer shall have the right to change the name of the Project.

Section 4.0 Common Areas.

Subsection 4.1 Grant of Easements. The parties hereby reserve and grant to and for the benefit of each other non-exclusive easements appurtenant to each parcel in the Project for ingress, egress, driveway use, loading and unloading of commercial and other vehicles and otherwise for the enjoyment, comfort and convenience of Permittees and Occupants of the buildings constructed on the Parcels to pass over, through and around and use the Ingress-Egress easements as shown on the Parcel Map and the right to use driveways, roadways, walkways, and other facilities constituting Common Areas.

Subsection 4.2 Limitation on Use.

Subsection 4.2.1 General. All of the activities permitted within the Common Areas shall be conducted with reason and judgment so as not to interfere with the primary purpose of the Common Areas to provide for access and egress for Permittees and for the servicing and supplying of businesses in the Project.

Persons using the Common Areas in accordance with this Declaration shall not be charged any fee for such use. Nothing contained herein shall prohibit the right of Owners to conduct promotional sales in the Parking Area or on the sidewalks located on their respective Parcels provided that vehicle parking is not diverted onto other Owner's parcels and the flow of traffic between within the Project and to and from the adjacent roadways are not obstructed.

A Party conducting a promotional sale hereunder shall, during such sale and promptly thereafter, at such Party's sole cost and expense, clean and clear the Common Areas of all rubbish, debris and obstructions.

Subsection 4.3 Utility and Service Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Parcel Map.

Within these easements, no structure, planting, or other material may be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or that may change of direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Parcel and all improvements in it will be maintained continuously by the Owner of the Parcel, except for those improvements for which a public authority or utility company is responsible.

The term "common utility facilities" as used in this Subsection 4.3 shall mean utility facilities for drainage and sewage, gas, water, electricity and other forms of energy, signals or services including, but not limited to, sanitary and storm sewers, drainage, detention/retention facilities, pumping facilities, gas and water mains, fire hydrants or other fire protection installations and electric power and telephone lines, which are available for use by the parties for their respective buildings located on their Parcels and/or the Common Areas thereof (including those between the Project and the lines or facilities of the governmental body or public utility providing the utility service in question) excluding, however, laterals servicing only such building and located entirely on the Parcel on which said building is located.

Subsection 4.4 Drainage/Water Flow. Any alteration in the natural water drainage flow which may occur as a natural consequence of normal construction activities and the existence of Developer's improvements substantially as shown on the site plan (including, without limitation, building and building expansion, curbs, drives and paving) and all alterations and additions thereto made pursuant to this Declaration shall be permitted. The Parties hereby reserve easements in, over, under, across and through the Common Areas to grade, establish and maintain drainage patterns and facilities for the benefit of the Project as a whole and for the Parcels and Common Areas. Upon establishment and completion of such drainage patterns and facilities pursuant to this Declaration, and with respect to all alterations and additions thereto made pursuant to this Declaration, all of the Parcels, including the Common Areas, shall be and remain subject thereto.

Subsection 4.5 Common Area Lighting. Subject to modification by the Association, except as hereinafter provided, lighting for the Common Areas (other than lighting necessary for Project security) shall remain on each day commencing at least one-half (1/2) hour before darkness and thereafter until one-half (1/2) hour after dawn.

Common Areas security lighting, as designated by each Party as to its Parcel, shall remain on each day during hours of darkness for security purposes. If any applicable law, rule, statute or ordinance then in effect restricts the hours or amount of lighting herein specified, then the standard prescribed by such restriction shall be adhered to while in effect.

Subsection 4.6 Landscaping.

Subsection 4.6.1 Common Area Landscaping. The Developer shall complete the installation of landscaping along the frontage of Parcels 9 [47-PM 087] and 11, in Parcel A and the slope bank landscaping in the areas indicated on **Exhibit E** attached hereto.

Developer initially shall construct the Common Area Landscaping in the Project at its sole cost and expense but, thereafter, the Common Area Landscaping shall be kept, maintained, repaired and replaced, as necessary, by the Association.

Subsection 4.6.2 Other Landscaping. In addition to the Common Area Landscaping, each of the Parcels shall contain such landscaping as is required by the County and/or the Declaration of Development and Design Covenants and Restrictions for Villa Del Lago. Such landscaping shall be kept, maintained and replaced, as necessary, by and at the expense of the Owner or occupant of the Parcel or portion of the Parcel upon which such landscaping is located.

Section 5.0 Development, Maintenance and Taxes.

Subsection 5.1. Development.

Subsection 5.1.1 Parking Ratio. At all times, there shall be maintained on each Parcel parking area sufficient to accommodate not fewer than five (5) parking spaces for each one thousand (1,000) square feet of floor area on such Parcel.

Notwithstanding the foregoing, for any restaurant use (as defined in Subsection 2.1.2) located on a Party's Parcel, that Parcel shall provide at all times in the parking area on such Parcel directly adjacent to, and serving and supporting such use, not less than twelve (12) parking spaces for each one thousand (1,000) square feet of floor area.

Subsection 5.2 General Project Construction Standards; Grant of Construction License.

Subsection 5.2.1 License for Construction Activity. Each party, with respect to its Parcel, grants to each other party and its contractors, employees, agents and representatives, an irrevocable license for performance of work of construction, maintenance, repair, replacement, rearrangement and remodeling in conjunction with the easements granted under Subsection 4.3; provided, however, that with respect to utilities installed pursuant to the utility easements granted in Subsection 4.3 which are maintained by a utility company or public agency, the parties shall have a license hereunder for maintenance and repair of such utilities only in the event of an emergency.

Subsection 5.2.2 Performance of Construction Work Generally. All construction, alteration or repair work undertaken by a party pursuant to this Declaration shall be accomplished in an expeditious, diligent and speedy manner. The party undertaking such work shall: (i) pay all costs and expenses associated with such work; (ii) take necessary measures to minimize disruption and inconvenience caused by such work; (iii) make adequate provisions for the safety and convenience of the parties and other occupants and Permittees; (iv) control dust, noise and other effects of such work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair all damage caused by such work; and (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such work.

Common Areas may be utilized (A) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such work. Subject to all of the other terms of this Declaration, temporary storage and parking on the constructing party's Parcel of materials and vehicles in connection with such work, at locations and in areas that doesn't interfere with or obstruct access to Common Areas or obstruct visibility for traffic in the area is permitted.

Each party performing work shall, to the extent reasonably possible, limit access under clause (A) to its own parcel. All such work for which a license is granted pursuant to Subsection 5.2.1 above which would adversely affect (a) the ingress and egress to the Project and/or (b) the circulation of traffic in the Project or (c) the operation and supply of common utility facilities to or in the Project shall be undertaken only after giving the other parties thirty (30) days prior notice of the work to be undertaken and the scope, nature, duration, location and extent of the work. Such notice shall include any plans or specifications for the work.

Subsection 5.2.3 Utility Connections. Any work performed by a party to connect to, repair, relocate, maintain or install any utility shall be performed so as to minimize interference with such services to all other parties' Parcels. No party shall interfere with any utility service if such interference would disrupt the orderly development and operation of the business conducted by another party on its Parcel unless, in the notice provided pursuant to Subsection 5.2.2, the noticing party (i) describes the nature and duration of such interference and (ii) agrees to carry out such work at such times as would minimize or prevent such disruption, bearing any additional expense necessitated thereby.

Subsection 5.2.4 Plans and Law; Construction Standards. All construction, alteration or repair work which a party undertakes pursuant to this Declaration shall comply with plans and specifications therefor, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable laws, ordinances, rules and regulations, including procurement of all licenses and permits required for such work.

Subsection 5.2.5 Construction Separate Work of Improvement. For purposes of the mechanic's lien laws of the State of California, construction undertaken by a party under any provision of this Declaration is a separate, distinct work of improvement.

Subsection 5.3 Common Areas Maintenance.

Subsection 5.3.1 Maintenance by the Association; Common Areas Standards. The Association shall maintain and repair the Common Areas in a first-class condition in accordance with this Subsection 5.3. The Association's obligations hereunder shall include the following:

Subsection 5.3.1.a Maintaining, repairing and replacing the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;

Subsection 5.3.1.b Removing all papers, mud and sand, debris, filth and refuse and thoroughly sweeping the Common Areas to the extent reasonably necessary to keep the Common Areas in a clean and orderly condition;

Subsection 5.3.1.c Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

Subsection 5.3.1.d Operating, keeping in repair and replacing, where necessary, all artificial lighting facilities as shall be reasonably required;

Subsection 5.3.1.e Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary;

Subsection 5.3.1.f Maintaining, cleaning and repairing common utility facilities;

Subsection 5.3.1.g Cleaning, maintaining and repairing all sidewalks, including perimeter sidewalks adjacent to buildings and those situated on the perimeter boundaries of the Project; and

Subsection 5.3.1.h Complying with all applicable requirements of governmental agencies pertaining to the Common Areas, including any alterations or additions required to be made to, or safety appliances and devices required to be maintained in or about the Common Areas under any laws ordinances, rules, regulations or orders applicable to the Common Areas.

Subsection 5.3.2 **Damage or Destruction to Common Areas.** Upon any damage or destruction to the Common Areas during the term of this Declaration the Association shall, promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damage or destroyed Common Areas.

Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the development of the Common Areas, the plans or specifications for such work shall be subject to the prior written approval of the Association and Developer pursuant to Subsection 5.1.1. The Association shall use all due diligence to complete such restoration and repair of the Common Areas as expeditiously as possible so that the same may be available for use as part of the Project with as little delay and as little disruption as circumstances permit.

Subsection 5.4 Building Maintenance.

Subsection 5.4.1 **Repair of Damage or Destruction.** In the event any building or appurtenant improvement on a Parcel is damaged or destroyed by any casualty, the party the Owner or Occupant of the Parcel shall promptly: (i) repair and/or reconstruct such building or improvement designed in accordance with the applicable provisions of this Declaration; or (ii) level such building or improvement, remove the debris from the Parcel and keep the affected

portions of the Parcel neat, orderly and well maintained and planted in grass or appropriate ground cover or covered with one inch of asphaltic concrete or a dust cap or decomposed granite until subsequently improved or constructed upon, provided that no such protective covering shall increase the drainage burden on any other Parcel.

Subsection 5.5 Taxes. Each of the parties shall pay, or cause to be paid, prior to delinquency directly to the appropriate taxing authorities all real property taxes and assessments which are levied against its Parcel, or any portion thereof or interest therein (including any interest created by this Agreement), or the real or personal property located thereon or used in connection therewith and all other taxes, fees, charges or levies which become or may become a lien upon such party's Parcel or any portion thereof or interest therein. However, the foregoing shall not be construed as preventing any party from contesting any real property taxes and assessments in the manner provided by law.

Section 6.0 Signs.

Subsection 6.1 Highway Pylon Sign Maintenance. The Association shall maintain and repair the highway pylon sign located on the Sign Parcel and ninety percent (90%) of cost of maintaining and operating the sign structure and the nine commercial sign panels thereon shall be allocated to and apportioned to the Parcels in the Project whose businesses utilize the sign panels on said sign, ten percent (10%) of the cost being allocated to each of said nine sign panels. Ten percent (10%) of the cost of maintaining and operating the sign shall be allocated to and apportioned to the Parcels in the Project that do not have advertising panels on said sign. The cost of utilities for the operation of said sign shall be apportioned and charged to each Parcel on the same basis as maintenance and repair of the sign structure. Any expense relating to the change of occupants on the highway pylon sign and or the change of advertising on any sign panel thereon shall be the exclusive expense of the user of the sign panel.

Section 7.0 Indemnification and Insurance.

Subsection 7.1 Indemnification. Each party shall indemnify, defend, protect and hold the other parties harmless from any and all loss, liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death or property damage and occurring on or from its own Parcel except to the extent caused by the act or negligence of the party indemnified hereby.

Each party shall keep, or cause to be kept, the Parcels and the improvements located thereon free and clear of and from any and all mechanics', materialmen's and other similar liens arising out of or in connection with the operations of the indemnifying party on its Parcel or other activities of the indemnifying party or others claiming under the indemnifying party anywhere in the Project and pay and discharge, when due, any and all lawful claims upon which any such lien may or could be based and indemnify, defend, protect and hold the other parties' Parcels and the improvements thereon, free and harmless of and from any and all such liens and any and all claims of liens and suits or other proceedings pertaining thereto.

Subsection 7.2 Insurance.

Subsection 7.2.1 Liability Insurance. Each Party shall procure and maintain in full force and effect throughout the term of this Declaration commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Project, each Party's insurance to afford protection to the combined single limit of not less than \$1,000,000 for each occurrence. Such insurance shall include contractual liability coverage.

Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Declaration so long as the amount and coverage of insurance required to be provided hereunder is not thereby diminished. Such insurance shall provide that the same may not be amended or canceled without thirty (30) days prior written notice to the Association. Each policy of insurance maintained by a Party hereunder shall name the Association as additional insured. All such insurance shall be primary and non-contributory, shall provide for severability of interests or that an act or omission of an insured or additional insured which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds or additional insureds, as the case may be; and shall afford coverage for all claims based on acts, omissions, injury and damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

Subsection 7.2.2 Insurance Policy Requirements. Each policy of insurance described herein shall contain a waiver by said insurer of any and all rights of subrogation against each other party and their officers, employees, agents, associates and representatives and shall likewise not be prejudiced by any failure of the insureds, individually or collectively, to comply with any warranty or condition with regard to any portion of the Project over which each insured individually, or the insureds collectively, have no control. Each such insurance policy shall provide that it may not be canceled, suspended or avoided in whole or in part by reason of any act, omission or breach of any covenant, condition or restriction contained herein.

Section 8.0 Appropriation.

Subsection 8.1 Owner's Right to Award. Nothing herein shall be construed to give any Party any interest in any award or payment made to any other Party in connection with any appropriation affecting said other Party's Parcel. Except in the case of appropriation of any portion of the 50' private ingress-egress easements as shown on the Parcel Map, the Association shall represent any Parcel owner in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of part or all of the common areas by a condemning authority. In the event of any Appropriation of any part of the Common Areas, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the Association.

Subsection 8.2 Collateral Claims. Both the Association and all other owners (including Parties) may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

Subsection 8.3 Tenant's Claim. Nothing in this Section 8.0 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between such tenant and owner for all or a portion of any such award or payment.

Subsection 8.4 Restoration of Common Areas. In the event of an appropriation of a portion of the Common Area , the Association shall promptly repair and restore the remaining portion of the Common Areas as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

Subsection 8.5 Effect of Appropriation. Except for an appropriation of the entirety of a Parcel, an appropriation shall not terminate any of the terms, covenants, conditions or easements created and granted by this Declaration except with respect to the portion of a Parcel taken by an appropriation and then only to the extent so determined by a court having jurisdiction or by written agreement of the parties affected by the appropriation.

Section 9.0 Share of Common Expenses and Common Surplus.

Except as herein provided with respect to the expense of the operation and maintenance of the Highway Pylon Sign, the share of Common Expense and share of Common Surplus allocable to each commercial Parcel in the Project is based on the net usable square footage of each Parcel as determined by Developer's licensed civil engineer and is set forth **Exhibit F** attached hereto and incorporated herein by reference. Said allocable share for each Parcel shall remain unchanged except in the case of a change in the net usable square footage of said Parcel by lot line adjustment, combination of Parcels or appropriation in which event the allocable share shall be adjusted in the same manner as voting rights are adjusted as provided in Subsection 11.7 hereof.

Section 10.0 Assessments for Common Expenses.

Subsection 10.1 Covenants for Assessments. Developer hereby covenants for each Parcel owned by it, each current Owner who is a Party hereto covenants for each Parcel owned by it, and each future Owner of any Parcel by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be deemed to covenant and agree to pay to the Association the assessments levied pursuant to this Section 10.0 and hereby vests in the Association the right, power and authority to bring all actions for the collection of such charges and for the enforcement of the lien created thereby. Such right and power shall continue in the Association, and such obligation shall run with the land so that each successive Owner or Owners of record of a Parcel shall in turn become liable to pay all such assessments that shall become a lien thereon during the time said Person is the Owner of the Parcel.

Each assessment levied by the Association under this Section 10.0 shall constitute a separate assessment. Each assessment, together with interest thereon, costs of collection and reasonable attorney's fees, shall be a charge and a continuing lien upon the Parcel against which each such assessment is made. The Association, as the agent of all Owners, shall have a separate lien, and a separate lien with a power of sale is hereby created upon each Parcel against which an assessment is made to secure the payment of any assessments made under this Section 10.0. Each

assessment shall bear interest as hereinafter provided if the assessment is not paid when due. In addition, each Owner whose Parcel is subject to a lien shall pay the costs of suit and attorney's fees fixed by the Court if action or suit is brought to collect such charge.

The priority of all liens on a Parcel shall be in inverse order so that upon the foreclosure of the lien for a particular assessment, any foreclosure sale pursuant thereto will be made subject to all liens securing the respective assessments against such Parcel for succeeding months. Each assessment, together with interest thereon, attorneys' fees and costs of collection shall also be a separate, distinct and personal obligation of the Person owning the Parcel at the time the assessment falls due and shall bind said Person's heir, personal representatives successors and assigns. No assumption of personal liability by a successor Owner shall relieve any Owner personally obligated for a delinquent assessment from such Owner's personal liability therefor. After an Owner transfers record title to said Owner's Parcel, said Owner shall not be liable for any charge thereafter assessed against said Owner's Parcel. A contract seller of a Parcel shall continue to be liable for all charges assessed against said Persons Parcel until a conveyance of the Parcel is recorded in the Office of the County Recorder of the County of Stanislaus.

Subsection 10.2 Assessment Lien and Personal Obligation of Owner. Each assessment or installment, together with all collection costs and reasonable attorneys' fees relating to collection and enforcement thereof, shall, at the time such assessment or installment becomes due and payable, be a lien, with power of sale, upon the Parcel of each affected Party.

In the event such an assessment or installment becomes due and payable and is thereafter unpaid at the time a Party as to a Parcel conveys any interest including, but not limited to, a fee interest or a leasehold estate in its Parcel to a third person, the assessment or installment shall be a lien upon the Parcel, senior and superior to the interest of the new owner or tenant and, in the case of a new owner, whether through voluntary or involuntary conveyance of title to a Parcel, such new owner shall, subject to the provisions of Section 12.0, be liable for payment of said installment. No owner or tenant may be relieved from the obligation to pay any such assessment or installments by waiving the use or enjoyment of all or any portion of the Common Areas or by abandoning its Parcel.

Subsection 10.3 Levying of Assessment.

Subsection 10.3.1 Claim of Lien. The assessment lien under Subsection 10.3 shall attach and take effect only upon the Association's recordation of a claim of lien in the office of the Recorder of Stanislaus County, California. The claim of lien shall include the following:

Subsection 10.3.1.a the basis for the claim of lien;

Subsection 10.3.1.b an identification of the owner, or reputed owner, of the interest against which the lien is claimed;

Subsection 10.3.1.c a description of the interest against which the lien is claimed;

Subsection 10.3.1.d a description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and

Subsection 10.3.1.e a statement that the lien is claimed pursuant to this Declaration, reciting the date, book and page of recordation hereof.

The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the occupant against whom the lien is claimed, by personal service or by mailing pursuant to Section 25.0 and by personal service at or mailing to the address given for the mailing of tax statements in the office of the Tax Collector of Stanislaus County for the interest against which the lien is claimed. The lien shall attach from the date of recordation solely in the amount claimed thereby.

If the delinquent assessment or installment and related charges are paid or otherwise satisfied, the Association shall record a notice of satisfaction and release of lien. In addition to the foreclosure procedure described in Subsection 10.9 below and the other remedies provided in this Section 10.0, the Association may enforce delinquent assessments, including delinquent installments, by suing a Parcel Owner (including a party) directly on the debt established by the assessment. The Association shall not be limited to one form of action in enforcing and collecting said assessments. The Association may commence and maintain a lawsuit directly on the debt without waiving the right to enforce the lien against the Parcel for the delinquent assessments.

Subsection 10.4 Monthly Assessments.

Subsection 10.4.1 Regular Assessments. The Board shall establish regular monthly assessments for operation and maintenance of the Project including taxes and insurance and a reasonable reserve for contingencies and replacements by the procedures established in this Subsection 10.4. Except as provided in Subsection 6.1, the Board shall allocate and assess against each Parcel a portion of the total annual charges determined in accordance with Subsection 10.4.2 and allocated as set forth in Subsection 9.0 hereof. The assessments shall be due and payable in monthly installments on the first day of each month during the continuance of this Declaration, commencing on the first day of the calendar month following the establishment of the first budget as hereinafter provided.

Subsection 10.4.2 Budgeting. On or before December 31, 1999, the Board shall prepare and distribute to each Parcel Owner a pro forma operating statement (budget) estimating the total expenditures to be paid out of the maintenance fund (including a reasonable reserve for contingencies and replacements) for the fiscal year commencing January 1, 2000. The amount of the total estimated expenditures shall be divided by the number of months in the Associations fiscal year and be assessed against the Parcels in accordance with the provisions of Sub/sections 6.1, 9.0 and 10.0. At least sixty (60) days prior to the beginning of each subsequent fiscal year, the Board shall estimate the total charges to be paid out of the maintenance fund during such year (including a reasonable reserve for contingencies and less any expected surplus from the prior year) and distribute a copy of the proforma operating statement to each Parcel Owner. The

amount of the total estimated expenditures for the upcoming fiscal year shall be divided by 12 and be assessed against the Parcels in accordance with the provisions of Sub/sections 6.1 and 9.0 and 10.0.

The Board may not, however, impose a regular annual assessment per Parcel that is more than twenty percent (20%) greater than the regular assessment per Parcel for the immediately preceding fiscal year without the prior vote or written consent of a majority in interest of the Parcel Owners. All funds budgeted, allocated, assessed and collected for contingencies, deferred maintenance and replacement of capital improvements shall be designated for that purpose and said funds shall be used solely for the specific purposes for which said funds have been designated. Prior to the end of each fiscal year, the Parcel Owners shall receive an accounting of assessment receipts and disbursement for that fiscal year. If such accounting shows that a surplus of cash results, the Parcel Owners shall vote as to whether to refund all or part of such surplus or to carry such surplus over to future assessment periods and apply it to reduce future assessments.

Subsection 10.4.3 Additional Assessments. In the event the Association is required to make any expenditures, the necessity for which was not foreseen at the commencement of the fiscal year, or if the Board's original estimate of the annual assessment is inadequate and there are not sufficient funds available in the maintenance fund, the Board may levy an additional assessment that will be charged to all Parcels in the same manner as regular assessments as set forth herein. The Board, however, shall not levy any additional assessments to defray costs of any action or undertaking on behalf of the Association that exceed in the aggregate ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year unless the vote or written consent of a majority in interest of the Parcel Owners is first obtained.

Subsection 10.5 Special Assessments. In addition to the regular assessments authorized by Subsection 10.4 hereof, the Association may levy, in any fiscal year, a special assessment, which shall be applicable to that year only and which shall be allocated among the Parcels in the same manner as regular assessments are allocated (except as otherwise provided in Subsection 6.1 hereof, for the purpose of defraying, in whole or in part, the costs of any reconstruction, unexpected repair or replacement of an improvement in or on the Common Area; provided that any such special assessment that exceeds in the aggregate ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year shall have the prior assent of a majority in interest of the Parcel Owners, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of such meeting shall be given to all Parcel Owners at least 30 days in advance and shall set forth the purpose of the meeting. No such special assessment shall be levied prior to the commencement of the regular monthly assessments provided for herein. The provisions of this Subsection 10.5 shall not apply in the case of any assessment levied by the Association against an Owner and said Owner's Parcel to bring either the Owner or said Parcel into compliance with provisions of this Declaration or the Rules.

Subsection 10.6 Reimbursement Assessments. If any Owner shall fail to comply with this Declaration or the Rules and such failure to comply necessitates the expenditure of monies from the maintenance fund by the Association to bring the Owner into compliance, the Board may levy a reimbursement assessment against the Owner causing the expenditure. Such assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount

so expended, shall be levied only after notice has been given to the Owner and an opportunity for a hearing before the Board has been granted to the affected Owner and shall be due and payable to the Association when levied.

Subsection 10.7 Non-Waiver of Assessments. The omission by the Board, before the expiration of any fiscal year, to fix the assessments hereunder for that or the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Parcel or Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent fiscal year, but the assessment fixed for the preceding fiscal year shall continue until a new assessment is fixed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of said Owner's Parcel or any other attempt to renounce said Owner's rights in the Common Area.

Subsection 10.8 Enforcement. Each Owner, on becoming an Owner, shall be deemed to covenant and agree to pay to the Association each and every one of the assessments provided for in this Declaration and shall be deemed to covenant and agree to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay the reasonable attorney's fees and costs thereby incurred in addition to any other amount due or any other relief or remedy obtained against said Owner, and the same shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments. Any assessment not paid when due shall be deemed to be delinquent. Any assessment not paid within thirty (30) days after the date on which it becomes due shall thereafter earn interest from the date of delinquency at the highest legal rate per annum. In addition to any other remedies herein or by law provided, the Association, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration in any manner provided for by law or in equity, and, without any limitation of the foregoing, by either or both of the following procedures.

Subsection 10.8.1 Enforcement by Suit. By commencement and maintenance of a suit at law against any Owner or Owners personally obligated to pay any delinquent assessments for such delinquent assessments, such suit to be maintained in the name of the Association. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon, costs of collection, court costs and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent Owner. A suit to recover judgment for any unpaid assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

Subsection 10.8.2 Enforcement by Lien. There is a present lien, with power of sale, on each Parcel to secure payment to the Association of any and all assessments levied against each such Parcel pursuant to this Declaration together with interest thereon as herein provided and all costs of collection that may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees and also including advances for taxes, payments on account of superior liens, other liens or encumbrances paid by the Association in order to protect and preserve its lien. No action shall be brought to foreclose the lien securing an unpaid assessment until a Notice of Assessment Due signed by the Board (or by any Owner if the Board fails or

refuses to act) has been delivered to the Owner of the Parcel subject to such assessment and copy of such notice has been recorded in the Office of the Recorder of the County of Stanislaus. Said notice shall state the amount of the assessment due, together with the interest, costs and reasonable attorneys' fees, a description of the Parcel against which the assessment has been made, and the name or names of the record Owner or Owners thereof.

After the expiration of 30 days from the date of such Notice of Assessment Due has been recorded, an action may be commenced by the Association, or any Owner if the Association fails to act, to foreclose the lien. Upon the delinquency of an assessment and the recording of a Notice of Assessment Due thereon, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner due and payable, which total sum (including all costs, charges and attorneys' fees) may then be included in any suit, action or proceeding brought to collect the delinquent assessment.

Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created hereunder, whether judicially, by power of sale, or otherwise, until the expiration of 10 days after a copy of said Notice of Assessment Due, showing the date of recordation thereof, has been mailed to the Owner of the Parcel that is described in such Notice.

Each Owner hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of California now in effect or in effect from time to time hereafter.

Subsection 10.8.3 Injunctive Relief. The parties acknowledge and agree that they have bargained for specific performance of the covenants, conditions, restrictions, rights, easements and rights-of-way contained in this Declaration, and all other provisions hereof and that the Association and each party entitled to enforcement of the terms hereof shall be entitled to injunctive relief including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions, both mandatory and prohibitory. Subject to the limitations contained in this Declaration, the Association and the parties shall have all remedies, at law or in equity, in order to enforce the terms of this Declaration.

Subsection 10.9 Power of Foreclosure and Sale. Declarant and each current Owner, for itself and each of its successors in interest as Owner of a Parcel, hereby appoints the Association as trustee to enforce any lien created pursuant to this Declaration and foreclose such lien by filing an action for judicial foreclosure or by recording a notice of default in the form described in the California Civil Code to commence a non-judicial foreclosure under power of sale. The parties intend that each lien attaching under this Section 10.0 shall be considered a "security device or instrument ... that confers a power of sale affecting real property" under California Civil Code Section 2920 as such statutes may be revised, amended or altered from time to time. Any non-judicial foreclosure under power of sale shall be conducted in accordance with the requirements of the California Civil Code that are applicable to non-judicial foreclosures of mortgages or deeds of trust under a power of sale, and the Association may appoint its attorney, any

officer or director, or any title insurance company authorized to do business in California to conduct the sale in the role of trustee.

The lien provided for herein shall be in favor of the Association, shall be for the benefit of all Parcel Owners and shall secure payment of all sums set forth in the Notice of Assessment Due together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice of Assessment Due. Upon obtaining approval of two-thirds in interest of the Owners, the Board shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Parcel. As long as the Association holds title to any Parcel, so acquired, no assessment shall be allocated to it and no voting rights shall attach thereto.

In the event of a judicial foreclosure, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each current Owner and each subsequent Owner, by becoming an Owner of a Parcel, hereby expressly waives any objection to the enforcement and foreclosure of any lien created in this Declaration in the manner set forth herein.

Subsection 10.10 Transfer of Parcel by Sale or Foreclosure. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale of any Parcel pursuant to foreclosure of a mortgage shall extinguish the lien of such assessments (including fees, late charges, fines, or interest levied in connection therewith) as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Where the beneficiary of a deed of trust of record or other purchaser of a Parcel obtains title to the same as a result of foreclosure of any such deed of trust, such acquirer of title , and the successors and assigns thereof, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer (except for assessment liens recorded prior to the mortgage) Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners including such acquirer and the successors and assigns thereof.

In a voluntary conveyance of a Parcel the grantee and grantor shall be jointly and severally liable to the Association for all unpaid assessments against the Parcel for the grantor's share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Parcel conveyed be subject to a lien for, any unpaid assessments made the Association against the grantor in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

Subsection 10.11 Status of Assessment Lien. Upon the request of any Owner, the Association will furnish, for the benefit of any prospective purchaser or presenter or prospective

encumbrancer of the Owner's Parcel, a statement showing all amounts then due that are secured by the lien. A reasonable fee, not to exceed \$25, may be charged for the preparation of such statement.

Subsection 10.12 Certificate of Discharge of Lien. Upon payment or satisfaction of a delinquent assessment, the Association shall cause to be recorded in the same manner as the Notice of Assessment Due a Certificate of Discharge of Lien stating the satisfaction of the delinquent assessment and the release of the lien thereon. A failure to record said Certificate of Discharge of Lien without good cause with 30 days after written demand by the Owner of the affected Parcel shall entitle the Owner to recover a penalty of \$300 from the Board plus any actual damages said Owner may have incurred as a result of the Board's failure to record the Certificate of Discharge of Lien.

Subsection 10.13 Right to Cure. If a party defaults in the performance of any of its obligations under this Declaration and fails to cure such default in the manner and within the time period specified in this Section 10.0, and if such default adversely affects any entrances to the Project, access drives within the Project, or common utilities or signs, or if such default results in a transfer or displacement of demand for parking onto another party's Parcel, then the Association shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting party.

Any notice under this Subsection 10.13 shall set forth in detail any action which the Association proposes to take under this Subsection 10.13 in order to cure the claimed default. To effectuate any such cure, the Association shall have the right to enter upon the Parcel of the defaulting party (but not any buildings contained on a Parcel) to perform any necessary work or furnish any necessary materials or services to cure the default.

All costs of cure incurred by the Association occurring hereunder, together with interest assessed in accordance herewith, shall be paid by the defaulting party immediately upon demand by the Association. Except as specifically provided by this Subsection 10.13, neither the Association or any other party shall have the right to cure the default of another party, but such limitation shall not affect the rights and remedies of the parties otherwise available under this Declaration or at law or in equity.

Subsection 10.14 Costs of Cure. All amounts, costs and expenses payable by an occupant to the Association under the applicable provisions of this Declaration shall bear interest from the date past due until paid at the lower of five per cent (5%) above the discount rate charged by the Federal Reserve Bank in closest proximity to the Project to its member banks, or the maximum rate allowed by applicable usury law.

Section 11.0 Operation of the Project.

Subsection 11.1 The Operating Entity. Villa Del Lago Merchants Association, a non-profit mutual benefit corporation organized and existing under the laws of the State of California shall be responsible for the operation of the Project. Such Association shall have all of the powers and duties set forth under California law, as well as all of the powers and duties granted to or imposed upon it by this Declaration, and the Articles of Incorporation and Bylaws of

the Association, and all of the powers and duties necessary to operate the Project as set forth therein.

Subsection 11.2 Bylaws of the Association. The operation of the Project shall be governed by the Bylaws of the Association. The Bylaws may be amended in the manner provided for therein, but no amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering any Parcel, alter the provisions of the Bylaws with respect to institutional mortgages of record, or change the rights and privileges of the Developer without its prior written approval.

Subsection 11.3 Membership. The Owner of a Parcel shall automatically , upon becoming the Owner of same, be a member of the Association, and shall remain a member thereof until such time as said Person's ownership ceases for any reason, at which time said Person's membership in the Association shall automatically cease. Membership shall be held in accordance with the Articles and Bylaws of the Association.

Subsection 11.4 Membership Classes and Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be the Owners with the exception of the Developer. Each such member shall be entitled to vote that percentage of the total votes as set forth in Subsection 11.9 below. When more than one Person holds an interest in any Parcel, all such Persons shall be members. The vote(s) for such Parcel shall be exercised as they among themselves determine, but in no event shall more votes than an Owner is entitled to be cast with respect to any Parcel.

Class B. Class B members shall be the Developer and shall be entitled to vote as follows: voting shall be the same as for Class A memberships, except that Class B members may double their votes for each Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events:

- (1) When Declarant has sold its entire interest in the Project; or
- (2) On the third anniversary of the close of escrow on the first sale of a Parcel in the Project.

Subsection 11.5 Transferred Membership. Membership in the Association shall not be transferred, pledged or alienated in any way except upon the sale of encumbrance of the Parcel to which it is appurtenant, and then only to the purchaser, in the case of a sale, or the mortgagee, in the case of an encumbrance of such Parcel. Upon death of an individual member, said member's membership passes automatically along with the title to the Parcel. A mortgagee does not have membership rights until said mortgagee becomes an Owner by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer of membership is void. No member may resign from membership. In the event the Owner of any Parcel should fail or refuse to transfer the membership registered in said Persons name to the Purchaser of said members parcel, the

Association shall have the right to record the transfer upon its books and thereupon any old membership outstanding in the name of the Seller shall be null and void.

Subsection 11.6 Registration of Owners and Mortgagees. In the event of the sale or other transfer of a Parcel by an Owner, the transferee shall be responsible for notifying the Association in writing for inclusion in the Association's registry of Owners of said Person's interest in said Parcel together with such recording information as shall be pertinent to identify the instrument by which such transferee acquired the interest. Further, each Owner shall notify the Association, promptly following consummation of the transaction, of the name of all of the Persons holding a mortgage lien upon said Owner's Parcel and the amount of such lien, and, promptly following the recording of the lien instrument, the recording information pertinent to identify same. The holder of any mortgage lien upon any Parcel may notify the Association of the existence thereof and upon receipt of such notice the Association shall register in its records all information regarding the same.

Subsection 11.7 Determining Proportion of Owners. Each Owners proportionate voting rights in the Association shall be based upon the ratio of the useable square footage of said Owners Parcel to the total square footage of all numbered Parcels in the Project as determined by the surveyor employed by Developer. The Parties agree that the current voting rights proportion for each Parcel is as set forth on **Exhibit F** attached hereto and incorporated herein by reference. Upon any lot line adjustment or other change in or combination of Parcels the Owners of the affected Parcels shall agree upon and submit to the Association in writing a revised allocation of the voting rights among said changed Parcels. In the event that said Owners fail to submit such revised allocation to the Association within thirty (30) days of the effective date of the change in said Parcels, the Association shall determine the revised allocation at the expense of the Owners of the affected Parcels and shall advise said Owners of the revised allocation in writing within thirty (30) days of the determination thereof.

Subsection 11.8 Meetings of Owners. Meeting of Owners for the purpose of amending this Declaration or for other proper purposes requiring the vote of the Owners of the Parcels shall be called and held in accordance with the Bylaws of the Association.

Subsection 11.9 Voting By Owners; Proxies. The total number of votes of all Owners at any meeting of the Owners shall be 100 exclusive of the extra votes available to Class B members. The Owner of a Parcel may vote that percentage of the 100 votes which is equal to the proportion of voting rights allocated to said Parcel as reflected on **Exhibit F** attached hereto as amended from time to time as provided herein to reflect changes in the legal Parcels in the Project. At any meeting of Owners the vote of a majority in interest of the Owners shall be required to make decisions and take actions binding upon all of the Owners in matters relating solely to the Project. Any Owner, by written proxy or authorization filed with the Secretary of the Association, may empower another to vote as a proxy of such Owner at a meeting of the Owners. Such written proxy or authorization, unless specifically limited in terms, shall remain effective until there shall be filed with the Secretary a written revocation of the same or a written proxy or authorization of later date.

Subsection 11.10 Association Funds. The assessment collected by the Association shall be properly deposited into two separate bank accounts selected by the Board,

which accounts shall be clearly designated as the VILLA DEL LAGO MERCHANTS ASSOCIATION CURRENT MAINTENANCE AND OPERATION ACCOUNT and the VILLA DEL LAGO MERCHANTS ASSOCIATION DEFERRED CAPITAL MAINTENANCE AND REPLACEMENT ACCOUNT. The assessments collected by the Association shall be held in trust by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of Project as provided in this Declaration.

The Board shall allocate a portion of the funds collected for the annual maintenance and operation of the Project as specified in the annual budget, and a portion of the funds collected as reserves for contingencies, replacement and deferred maintenance of the common area capital improvements of the Project as specified in the annual budget. All funds shall be deposited as allocated, into the appropriate bank accounts and the accounts shall be separately maintained by the Association. Upon the sale or transfer of any Parcel by any Owner, the Owner's interest in the trust funds shall be deemed automatically transferred to the successor or transferee of such Owner.

In the event that the Board retains a professional management service, the Board may delegate the authority to deposit or withdraw funds to responsible representatives of the professional management service so retained. The professional management agent may additionally be authorized to establish a common trustee account for deposit of assessments as collected. Any funds deposited in a common trustee account shall be allocated as previously specified herein.

Subsection 11.11 Books of Account. The Board shall maintain full, complete and correct books of account of the operation of the Project and vouchers supporting all expenditures by the Board. The books of account and vouchers shall be open for inspection during all reasonable hours by any Owner or the duly appointed agent of any Owner. Any Owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association. The books and records shall accurately detail in chronological order the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred.

Section 12.0 Mortgage Protection. Notwithstanding anything to the contrary contained in this Declaration, the parties agree, in order to preserve the rights and interests of any "Institutional Lienholder" (as herein below defined), and any other lender whose loan is secured by a first deed of trust, ("First Mortgage Lienholder") as follows:

Subsection 12.1 Definition of "Institutional Lienholder". "Institutional Lienholder" shall mean any mortgagees under a mortgage or beneficiary under a deed of trust or lessor under a sale and leaseback or secured party under any security agreement constituting a lien on the fee or leasehold interest in any Parcel, or any portion thereof, including junior lienholders, which lienholder is a bank, savings and loan association, insurance company, pension fund, real estate investment trust, credit union, petroleum companies, or other institutional lender and its successors and assigns.

Subsection 12.2 Rights and Obligations of Institutional Lienholders and other First Mortgage Lienholder. If, pursuant to Section 10.0, a lien is placed upon a Parcel in the Project, such lien shall be subordinate and inferior to the lien of any Institutional Lienholder or First

Mortgage Lienholder now or hereafter placed upon such Parcel, except that upon foreclosure, or deed or conveyance in lieu of foreclosure or termination of the lease under a sale and leaseback by such Institutional Lienholder or First Mortgage Lienholder, any lien recorded pursuant to Section 10.0 prior to recordation of said foreclosing lienholders lien or recorded prior to any such lease and any post-foreclosure or post-termination lien shall be and become the obligation of the person acquiring title to such Parcel by such foreclosure or deed or conveyance in lieu of foreclosure. In any event, the interest of any institutional lienholder in a Parcel and any assignee or successor-in-interest of such institutional lienholder shall be subject to all of the covenants, terms and conditions contained in this Declaration.

Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith, but all of the provisions, restrictions and covenants herein shall be binding and effective against any Owner who acquires title by deed in lieu of foreclosure or trustee's sale.

Section 12.3 Notice to Beneficiary Notwithstanding any other provisions of this Declaration for notices of default, the Mortgagee of any defaulting Owner shall be entitled to notice of the defaulting Owner's default, given in the same manner that other notices are required to be given under this Declaration, provided however, that said Mortgagee shall have, prior to the occurrence of the default, notified the Association of the Mortgagee's interest and mailing address. If any notice shall be given of the default to an Owner and such defaulting Owner shall have failed to cure or commence to cure such default as provided in this Declaration, then the Association, if it desires to pursue its remedies against the defaulting Owner, shall give such Mortgagee (which has previously given the above-stated notice to the Association) under any mortgage or deed of trust affecting the parcel of the defaulting Owner an additional notice in the manner provided above, that the defaulting Owner has failed to cure such default and the such Mortgagee shall have ninety (90) days after said additional notice to cure any such default, or such additional time as is reasonably required for Mortgagee to diligently pursue such cure, if such default cannot be cured within said ninety (90) day period. Giving or failing to give any notice of default to any Mortgagee shall in no event create any liability on the part of the Association.

Section 13.0 Transfers of Interest, Rights, Powers and Obligations.

Subsection 13.1 Limitations on Transfer or Assignment. The interests, rights, powers and obligations granted to and conferred and imposed upon a party pursuant to this Declaration may be transferred or assigned by such party only through a transfer of its interest in its Parcel and then only to the extent and in the manner hereinafter provided.

Subsection 13.2 Transfer of Entire Interest. Upon the transfer, conveyance or termination of the whole of the interest of a party in its Parcel without retaining any beneficial interest therein, other than as beneficiary under the terms of a deed of trust or mortgage, or without simultaneously acquiring a new interest by way of leasehold, life estate or other similar possessory interest, the rights, powers and obligations conferred and imposed by this Agreement on the transferring party shall be transferred and assigned with its interest or termination thereof.

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Subsection 13.3 Retention of Interest. If (i) a party transfers or conveys the whole of its interest in its Parcel, but a new interest is created in the transferring party simultaneously with such transfer or conveyance by way of leasehold, life estate or other similar possessory interest, or (ii) the transferring party conveys any of its interest in its Parcel by deed of trust, mortgage or other security instrument, then none of the interests, rights, powers and obligations granted under and conferred and imposed by this Declaration on the transferring party shall be transferred or assigned with such transfer or conveyance, but shall remain in such party so long as such party retains, under clause (i) above, the new interest in its Parcel (other than as beneficiary under the terms of a deed of trust or mortgage), or so long as such party remains, under clause (ii) above, the beneficial owner of the interest in its Parcel. Upon termination of such new interest, such interests, rights, powers and obligations of such party shall vest in accordance with Subsection 13.2 or 13.4, whichever is applicable, as if such new interest had never existed, subject only to the provisions of Section 14.0 of this Agreement.

Subsection 13.4 Multiple Ownership.

Subsection 13.4.1 Designation. If a Party transfers or conveys its interest in its Parcel in such manner as to vest ownership of such interest in more than one person, then the persons owning all of such interest shall (i) jointly constitute a single Party and (ii) designate one of their number to act on behalf of all such persons as a Party under the provisions of this Declaration. Such designation shall (A) be in writing, duly executed, verified and acknowledged by each such Person, (B) be served upon the Association in accordance with the notice provisions of Section 25.0, (C) contain a certificate that a copy thereof has been so served, and (D) be recorded in the office of the Recorder of the Stanislaus County, California.

Any person designated hereunder may be removed or replaced by the persons so designating in accordance with any procedure agreed to between them provided that notice of such removal or replacement and designation of a new person to act on behalf of such persons is given and made in the manner specified in this Subsection 13.4.1. In the absence of such notice and until the same is given in accordance with this Subsection 13.4.1, any previous designation shall continue in effect and the acts of the person previously designated shall be binding upon such persons.

Subsection 13.4.2 Effect of Designation. Upon designation of a person pursuant to Subsection 13.4.1 above, such person shall have the sole right, power and authority to exercise and perform the rights, powers and obligations under this Declaration of the Party for whom such designation has been made. The exercise or performance of any rights, powers or obligations under this Declaration by the person designated to represent such Party shall be binding upon all persons having an interest in such Parcel and an interest in such Party. So long as such designation remains in effect, all persons having an interest in such Parcel or Party shall act only through such person designated hereunder and the other parties shall have the right to deal exclusively with, and rely solely upon the acts or omissions of, such person under this Declaration.

In the absence of such designation, the acts under this Declaration of the Party whose interests is so divided shall bind all of the persons owning any interest in such parcel

whether or not such Party retains any interest in the Parcel until such time as the designation is properly served and recorded in accordance with this Subsection 13.4.

The designation of or failure to designate a person to act on behalf of the persons comprising a Party under this Subsection 13.4 shall not, for any purpose, relieve any such persons from the obligations or liabilities created by or arising from this Declaration.

Subsection 13.4.3 Designation of Person by the Association.
Notwithstanding anything to the contrary herein contained, if

Subsection 13.4.3.a after a person has been designated to act on behalf of a Party under Subsection 13.4.1 above, such person is removed or dies, becomes incapacitated or is dissolved and no new replacement person is designated pursuant to Subsection 13.4.1, or

Subsection 13.4.3.b if a person has not been designated hereunder within thirty (30) days after any other Party receives notice of any change in ownership of a person to act on behalf of the persons comprising such Party under this Subsection 13.4, or

Subsection 13.4.3.c if the designation of a person so to act earlier than the expiration of such 30-day period is reasonably necessary to enable or entitle the Association or any other Party to exercise or perform any of its rights, powers or obligations under this Declaration, then the Association, may make such designation of a person to act on behalf of the persons comprising such Party under this Declaration, which designation shall be made and given in accordance with the provisions of Subsection 13.4.1. Such designation shall remain in full force and effect until the persons comprising such Party make a new designation pursuant to Subsection 13.4.1.

Subsection 13.4.4 Status of Designated Person. Any person designated pursuant to this Subsection 13.4 shall be the agent of all the persons comprising such Party, hereby irrevocably appointed for such purpose, and upon whom service of any process, writ, summons, order or other mandate of any nature of any court in any action, suit or proceeding arising out of this Declaration may be made and service upon such designated person shall constitute due and proper service of any such matter upon each such person if a copy of such matter is also mailed to such persons at such person's last address known to sender.

Subsection 13.4.5 Effect of Failure to make Designation. If a designation is required to be made hereunder and the persons comprising a Party fail to do so, or if such persons having made a designation are thereafter required to make a subsequent designation and fail to do so, then until such designation is made in accordance with the requirements of this Subsection 13.4, the right of the affected Party to make or give any approval, consent or satisfaction under this Declaration shall be suspended and the Association and the other Parties may act pursuant to this Declaration without obtaining any such consent, approval or satisfaction during the period of such suspension. Such suspension shall terminate upon the making of a proper designation pursuant to the requirements of this Subsection 13.4, but such termination shall not

affect any acts taken or decisions made by the other Parties during the period of suspension hereunder.

Subsection 13.5 Assumption Statement. Concurrently with a Party's transfer of an interest in its Parcel so that the transferee becomes a Party, or member of a Party, pursuant to this Section 13.0, the transferee shall execute and deliver to the Association a written agreement in which: (i) the transferee's name and address is set forth; and (ii) the transferee assumes the obligations of and agrees to be bound by this Declaration and agrees to perform its obligations under this Declaration. Failure to deliver such agreement shall not affect the running of any covenants with the land as provided by Section 16.0 or negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement, but such failure shall constitute a default by the transferring Party and the transferee hereunder.

Section 14.0 Release from Liability. Any person acquiring fee or leasehold title to any Parcel, or any portion thereof, shall be bound by this Declaration only as to the rights and obligations pertaining to the Parcel or portion of the Parcel acquired by such person. In addition, subject to Section 10.0, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Parcel or portion of the Parcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released from liability under this Section 14.0, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Parcels running with the land. No breach of this Declaration shall entitle any party or person to cancel, rescind or otherwise terminate this Agreement or any conditions, covenants, restrictions or easements hereunder.

Section 15.0 Enforcement Proceedings. In the event of a breach or threatened breach of this Declaration, the Association, or any of its members shall be entitled to institute proceedings, at law or in equity, for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees and costs accruing from the date such action was filed.

Section 16.0 Covenants Run with the Land; Equitable Servitudes; Rights of Successors. The covenants, conditions, restrictions and easements contained herein shall run with the land, shall constitute equitable servitudes upon each Parcel in favor of the other Parcels and shall be binding upon and inure to the benefit of the Parties, their respective heirs, representatives, occupants, successors and assigns and bind and inure to the benefit of all other Owners of the Parcels.

Each covenant to do, or refrain from doing, some act on each Parcel hereunder (i) is a burden on such Parcel and is for the benefit of each other Parcel, (ii) runs with each Parcel and (iii) shall be binding upon each successive Owner during its ownership of a Parcel, or portion thereof or interest therein, and each person having an interest therein derived in any manner through an Owner of a Parcel, or any portion thereof, and shall benefit each Party and its Parcel and each other person becoming a Party (or member of a Party, as specified in Section 13.0 and its interest in such Parcel.

Section 17.0 Modification. This Declaration (including Exhibits) may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a

majority of the total voting power of the Association. Any amendment must be certified in a writing executed and acknowledged by an officer of the Association and duly recorded in the Official Records of Stanislaus County, California.

Section 18.0 Non-Merger. This Declaration shall not be subject to the doctrine of merger.

Section 19.0 Duration. Unless otherwise canceled or terminated, all the easements granted under Subsection 4.3 in this Declaration shall continue in perpetuity and all other rights and obligations hereof shall continue for an initial term of thirty (30) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing signed by a majority of the then voting power of the Association has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

Section 20.0 No Covenant of Operation. Nothing contained in this Declaration shall be construed as a covenant, either express or implied, either to commence the operation of a business or thereafter continuously to operate a business within the Project on any Party's Parcel or to be or remain open or operating for any period or in accordance with any operating schedule or with respect to the type, quantity or quality of merchandise or stock or any other aspect of such Party's business operations or to reconstruct or repair a Party's building in the event of any damage or destruction thereto.

Each Party may, at such party's sole and absolute discretion and at any time during the term of this Declaration cease the operation of its business upon its Parcel and each other party acknowledges that it has no, and hereby waives any, legal action for damages or for equitable relief which might otherwise be available to such party, or any of its successors in interest, because of such cessation of business activity by such other party including any successor in interest of such other party.

Section 21.0 Headings; Construction. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect the terms and provisions hereof. This Declaration (including the provisions of Subsection 2.2) has been fully negotiated at arm's length between the signatories hereto and after advice by counsel and other representatives chosen by such signatories and such signatories are fully informed with respect thereto. No such signatory shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party.

Section 22.0 Entire Agreement. This Declaration constitutes the entire agreement between the parties. The parties do not rely upon any statement, promise or representation not herein expressed.

Section 23.0 First Class. When used in this Declaration, the term "first class" refers to a comparative standard of quality judged in accordance with other similar well-maintained highway commercial centers, retail projects or shopping centers within the same geographical location as the Project.

Section 24.0 Notice. Any notice, request, demand, instruction or other communication required by this Declaration to be given to any person including, but not limited to, a notice of assessment, shall be in writing and shall be either (i) personally delivered to the parties named below or the person otherwise entitled thereto, by a commercial messenger service regularly retaining receipts for such delivery, (ii) sent by registered or certified mail, return receipt requested, or (iii) delivered by the air courier services known as Federal Express, Express Mail, Airborne or Emory Air, and such notice shall be effective upon delivery thereof to the party or person to be notified at the current address given by such person to the Secretary of the Association or addressed to the Parcel address of the Parcel owned by such person if not address has been given to the Secretary.

If a party desires to change its address for the purpose of receipt of notice, such notice or change of address shall be given in the manner specified herein. However, unless and until such written notice of change is actually received, the last address or addresses as stated by written notice, or provided herein if no written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where California law governs the manner and timing of notice, commencing and prosecuting an action, commencing and prosecuting a foreclosure or seeking the appointment of a receiver.

Section 25.0 Election of Remedies. No breach of this Declaration shall entitle any Party to cancel or rescind or otherwise to terminate this Declaration. Subject only to the foregoing limitation, and in addition to the rights, powers and remedies given in this Declaration to the parties, each of them may, in its own absolute discretion, at any time, and from time to time, exercise any and all rights and powers and pursue any and all remedies now or hereafter given at law or in equity including, but not limited to, any rights or remedies granted herein or by applicable California or Federal case, statutory or regulatory law.

A party's failure to exercise any such right or remedy shall not be deemed a waiver of that right or remedy unless the party entitled to that right or remedy has so agreed expressly and in writing, and the failure so to exercise any right or remedy shall not preclude the party entitled thereto from later exercising any such right or remedy.

The written waiver of any default hereunder given by only one party shall not be binding upon any other party. No written waiver of default shall constitute a continuing waiver or waiver of any other same, similar or different events of default on any future occasion, unless such a waiver of such future defaults as expressed, in writing, with precision. No course of dealing between any party, or any other owner, occupant or permittee, or any encumbrancer thereof, in exercising any rights under this Declaration shall operate as a waiver of such rights, nor shall any delay, unless agreed to in writing by the parties entitled to enforce this Declaration, constitute a waiver of any obligation or default. No waiver of default shall extend to or impair any other obligation not

expressly waived, nor impair any right otherwise consequent on such covenant, provision or obligation. Any waiver may be given subject to satisfaction of conditions stated therein. No power or remedy herein conferred is exclusive of or shall prejudice any other power or remedy given by law or by the terms of this Declaration, nor shall any party be forced to make any election of remedies.

Section 26.0 Time of the Essence; Force Majeure. Time is of the essence with regard to performance of the terms and provisions of this Declaration and any amendment, modification or revision thereof with respect to the actions and obligations of each person bound by the terms hercof. No extension of time for payment of any sum due hereunder shall operate to release, discharge, modify, change or affect the original liability as established hereunder, either in whole or in part.

In accepting an interest in any Parcel, each owner, occupant, mortgagee and trust deed beneficiary shall be deemed to take its interest knowingly and willingly subject to this "time is of the essence" clause.

Subject to the foregoing provisions, whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reason of acts of God, war, damage to work in progress by casualty, requirements of applicable law, or by other cause beyond the reasonable control of a party (financial inability, imprudent management and negligence excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

Section 27.0 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

Section 28.0 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

Section 29.0 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project or of any Parcel thereof to the general public or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party shall inure to the benefit of any third person nor shall any third person be deemed to be a beneficiary of any of the provisions contained herein. Pursuant to the provision of this Section 29.0, and notwithstanding any other provision to the contrary contained in this Declaration, each party shall have the right to prevent or prohibit the use of its Parcel, or any portion thereof, including Common Areas by any person, including Permittees, for any purpose inconsistent with the operation of a first-class, private Project. The parties, by rules and regulations adopted by them, shall also have the right to prohibit and regulate any use of the Project by any

person, including Permittces, for any purpose which is inconsistent with the operation of a first-class, private Project.

Section 30.0 Standard of Performance with Respect to Covenant of Good Faith and Fair Dealing. The parties intend by this Declaration to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured. Therefore, nothing contained in this Declaration shall limit the right of a party to exercise its business judgment or to act in a subjective manner with respect to any matter as to which it has specifically been granted the right to act in its sole discretion or sole judgment (or terms of similar import, such as the right to make a subjective judgment), whether or not such exercise is "objectively" reasonable under the circumstances, and such exercise shall not be deemed inconsistent with any covenant of good faith and fair dealing otherwise implied by law to be part of this Declaration.

Section 31.0 Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of California.

Section 32.0 Counterparts. This Declaration may be executed in multiple counterparts, each of which when taken separately, shall constitute an original, and all of which when taken together, shall constitute one and the same agreement.

AUTHORIZED SIGNATURE OF DEVELOPER
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF COVENANTS RUNNING WITH THE LAND

Villa Del Lago Associates, LLC

Date: 11/30/99

By: *Dominic M. Speno, MANAGER*
Dominic M. Speno, Manager

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA) ss.

On NOVEMBER 30, _____, 1999, before me, LISA DIXON,
Notary Public, personally appeared
DOMINIC SPENO

~~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.

Lisa Dixon



013833 FEB 24 00

AUTHORIZED SIGNATURE OF CURRENT OWNERS
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF
COVENANTS RUNNING WITH THE LAND

Owner of Parcel 1:
TEG Investments, L.P., a Nevada
Limited Partnership

By: *Jadwinder Singh*
JADWINDER SINGH

Its: *Partner*
PARTNER

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

ss.

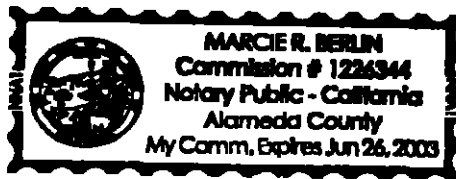
On FEB. 2ND 2000, ~~1999~~, before me, MARCIE R. BERLIN,
Notary Public, personally appeared
JADWINDER SINGH

~~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.

Marcie R. Berlin



713833 FEB 24 00

AUTHORIZED SIGNATURE OF CURRENT OWNERS
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF
COVENANTS RUNNING WITH THE LAND

Owner of Parcel 9:
THE SINGH/DHALIWAL FAMILY
TRUST

By: Jadwinder Singh
JADWINDER SINGH
Its: Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

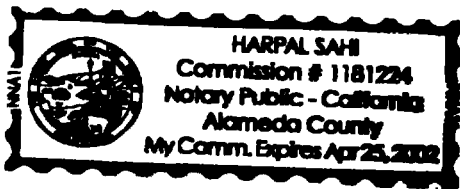
On DEC 4th 1999, 1999, before me, HARPAL SAHI,
Notary Public, personally appeared JADWINDER SINGH,

~~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.

Harpal Sahi



GOVERNMENT CODE 27461.7: I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:
Name of Notary Harpal Sahi Date 2-18-00
Date of Commission Apr 25, 02 Firm: T. C. S.
Place of execution Alameda Signature: J. Zimmerman

013833 FEB24 00

AUTHORIZED SIGNATURE OF CURRENT OWNERS
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF
COVENANTS RUNNING WITH THE LAND

Owners of Parcel 16:

Carmela Speno, Anna Marie Speno
Berlincioni and Dominic Michael Speno,
Successor Co-Trustees of the Marital Trust
under the Dominic and Carmela Speno
Living Trust Agreement dated. June 12, 1981

By: Dominic M. Speno - TRUSTEE
Dominic M. Speno, Trustee

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

ss.

On NOVEMBER 30, 1999, before me, LISA DIXON,
Notary Public, personally appeared
DOMINIC SPENO

~~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.

[Handwritten signature]



013833 FEB 24 00

**AUTHORIZED SIGNATURE OF CURRENT OWNERS
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF
COVENANTS RUNNING WITH THE LAND**

Owners of Parcel 23:

Emily Escobar Nunes, or her successor,
Trustee Under The Frank A. Nunes Trust
Agreement, Dated May 5, 1994, As
Amended

By: Emily Escobar Nunes
Emily Escobar Nunes
Trustee

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

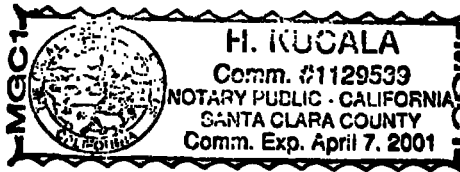
On 12/2/99, 1999, before me, H. Kucala,
Notary Public, personally appeared
Emily Escobar Nunes

~~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.

H. Kucala



GOVERNMENT CODE 27361.7: I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:
Name of Notary H. Kucala Date 2-18-00
Date of Commission April 7, 2001 Firm: T.C.S.
Place of execution Santa Clara
Signature J. Zimmerman

013833 FEB 21 00

AUTHORIZED SIGNATURE OF CURRENT OWNERS
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF
COVENANTS RUNNING WITH THE LAND

Owners of Parcel 1 (subdivision of previous
Parcel 13):

Patterson Hotel Associates, LLC

By: *Dominic M. Speno*
Dominic M. Speno, Member

By: _____
Orville Williams, Member

By: _____
Richard F. Tipton, Member

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA) ss.

On NOVEMBER 30, 1999, before me, LISA DIXON,
Notary Public, personally appeared
DOMINIC SPENO

~~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.

Lisa Dixon



013833 FEB 24 00

* ORVILLE WILLIAMS

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF Fresno)

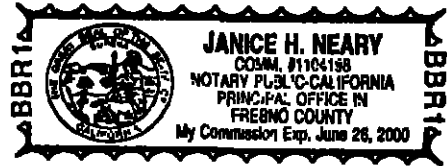
On December 13, 1999, before me, Janice H. Neary,
Notary Public, personally appeared
* Orville Williams

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.

Janice H. Neary



STATE OF CALIFORNIA)
)
) ss.
COUNTY OF _____)

On _____, 1999, before me, _____,
Notary Public, 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.

GOVERNMENT CODE 27361.7: I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:
Name of Notary Janice H. Neary Date 2-18-00
Date of Commission 6-26-00 Firm: T.C.S.
Place of execution Fresno
Signature T. Zimmerman

013833 FEB 24 00

STATE OF CALIFORNIA)
)
COUNTY OF Santa Clara) ss.

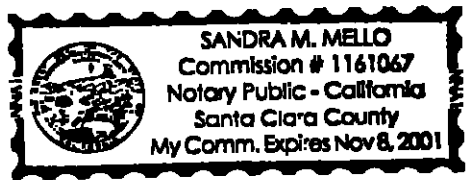
On December 2 1999, before me, Sandra m. mello,
Notary Public, personally appeared
Richard F. Tipton

~~personally known to me - OR -~~

X 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.

Sandra m. mello



STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 1999, before me, _____,
Notary Public, 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.

013833 FEB24 00

AUTHORIZED SIGNATURES OF ENCUMBRANCE HOLDERS OF RECORD
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF COVENANTS RUNNING WITH THE LAND

Cupertino National Bank & Trust

By: 
NIRAJ MAHARAJ
Its: Assistant Vice President

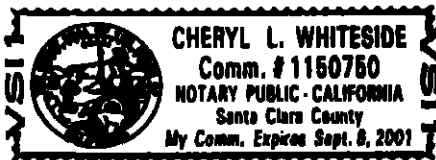
STATE OF CALIFORNIA)
)
COUNTY OF Santa Clara) ss.

On Dec. 2 - _____, 1999, before me, Cheryl L. Whiteside,
Notary Public, personally appeared
Niraj Maharaj _____.

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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.



Cheryl L. Whiteside

013833 FEB 24 00

**AUTHORIZED SIGNATURES OF ENCUMBRANCE HOLDERS OF RECORD
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF COVENANTS RUNNING WITH THE LAND**

Lienholders of Parcel 1:

Bank of Petaluma

By: 

Its: DAVID E. SCHMIDT x
Senior Vice President

DAVID E. Schmidt
Sr. Vice Pres
U.S. SMALL BUSINESS
ADMINISTRATION

By: _____

Its: _____

ATLANTIC RICHFIELD COMPANY,
a Delaware corporation

By: _____

Its: _____

013833 FEB 24 00

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF Sonoma)

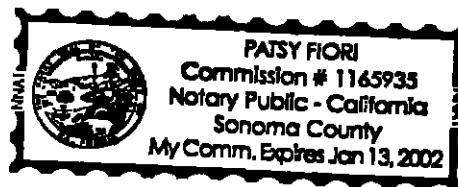
On January 11, ~~1999~~ ²⁰⁰⁰, before me, Patsy Fiori, Notary Public
Notary Public, personally appeared
David E. Schmidt

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.

Patsy Fiori



113833 FEB 24 00

**AUTHORIZED SIGNATURES OF ENCUMBRANCE HOLDERS OF RECORD
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF COVENANTS RUNNING WITH THE LAND**


Lienholders of Parcel 1:

Bank of Petaluma

By: _____

Its: _____

**U.S. SMALL BUSINESS
ADMINISTRATION**

By:  _____
Dana M. Relyea

Its: * _____ X
Assistant Director
Fresno

*
Dana M. Relyea
Assistant Director
Fresno CLSC



**ATLANTIC RICHFIELD COMPANY,
a Delaware corporation**

By: _____

Its: _____

013833 FEB24 00

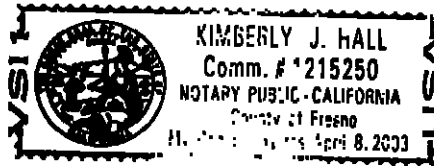
STATE OF CALIFORNIA)
)
COUNTY OF Fresno) ss.

On December 20, 1999, before me, Kimberly J. Hall,
Notary Public, personally appeared
Daniel M. Pelyea, Assistant Director.

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



013833 FEB 24 00

**AUTHORIZED SIGNATURES OF ENCUMBRANCE HOLDERS OF RECORD
TO GRANT OF RECIPROCAL EASEMENTS
AND
DECLARATION OF COVENANTS RUNNING WITH THE LAND**

Lienholders of Parcel 1:

Bank of Petaluma

By: _____

Its: _____

**U.S. SMALL BUSINESS
ADMINISTRATION**

By: _____

Its: _____

**ATLANTIC RICHFIELD COMPANY,
a Delaware corporation**

By: 

Gary Stinning

Its: Assistant Vice President

013833 FEB 24 00



STATE OF CALIFORNIA)
COUNTY OF Orange)

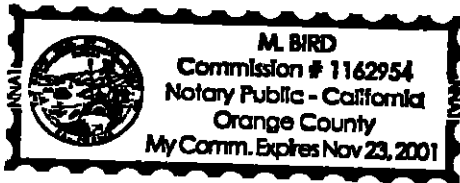
ss.

On February 10, 2000, 1999, before me, M. Bird
Notary Public, personally appeared
Gregy Simning, Assistant Vice President

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.~~

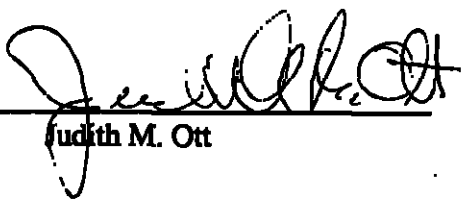
WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "M. Bird".



Date: 12/2/99

By: 
Judith M. Ott

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF Santa Clara)

On December 2, 1999, before me, Sandra m. mello,
Notary Public, personally appeared
Judith m. Ott,

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.

Sandra m. mello



013833 FEB 24 00

Date: 12-1-99

By: *John R. Griffiths*
John R. Griffiths

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On 1 DECEMBER, 1999, before me, Lisa Dixon,
Notary Public, personally appeared
JOHN R. GRIFFITHS,

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.

Lisa Dixon



013833 FEB24 00

Date: 2 DEC 1999

By: Patrick H. Morton
Patrick H. Morton

STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

ss.

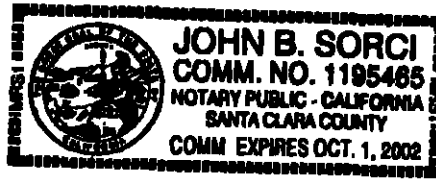
On 2 Dec 99, 1999, before me, JOHN B. SORCI,
Notary Public, personally appeared
PATRICK H. MORTON

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.

John B. Sorci



113833 FEB24 00

Date: 12-1-99

By: Nicholas A. Speno
Nicholas A. Speno

STATE OF CALIFORNIA

COUNTY OF Santa Clara ss.

On December 2, 1999, before me, Patience Anne Starnes,
Notary Public, personally appeared

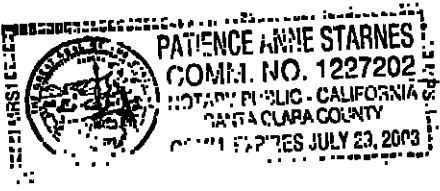
Nicholas A. Speno

~~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.

Patience Anne Starnes
Notary Public



GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the Notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY Patience Anne Starnes
DATE COMMISSION EXPIRES July 29, 2003
PLACE OF EXECUTION Santa Clara Co

21800
(DATE)

CHICAGO TITLE COMPANY
Journey
(SIGNATURE)

Date: 11/30/99

By Dominic M. Speno
Dominic M. Speno

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA) ss.

On NOVEMBER 30, 1999, before me, LISA DIXON,
Notary Public, personally appeared DOMINIC SPENO,

~~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.

Lisa Dixon



013833 FEB 24 00

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER TRACT

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 13

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 5, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 14

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 6, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 15

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 7, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 09

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 9, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

013833 FEB24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 10

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 10, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

013833 FEB24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 08

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 11, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

113833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 07

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 12, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 06

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 14, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 05

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 15, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

113833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 03

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 18, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 02

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 19, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 01

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 21, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

213833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 11

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 23 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 22 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL THREE:

Being a non-exclusive easement and right-of-way for ingress and egress of vehicles and pedestrians over, through and across all that certain real property situated in the County of Stanislaus, State of California, described as follows:

Being a portion of Parcel 9 as shown and so designated on that certain Parcel Map filed September 6, 1996, in Book 47 of Parcel Maps, Page 87, Stanislaus County records, being more particularly described as follows:

BEGINNING at the Northwesterly corner of said Parcel 9, said point also being the Southwesterly corner of Parcel 23 as said parcel is shown and so designated on said Parcel Map, said point also being a point on the Easteltry line of Rogers Road;

THENCE from said point of beginning, South 89°32'52" East, along that line common to said Parcel 9 and said Parcel 23, 131.30 feet to a point of the Westerly line of a public utility and private ingress-egress easement as shown on said Parcel Map;

THENCE Southeasterly along the Westerly line of said easement, 11.06 feet along the arc of a 55.00 feet radius curve, concave Northeasterly, whose central angle is 11°31'01" and whose chord bears, South 32°20'21" West, 11.04 feet;

THENCE, South 85°05'32" West, 114.17 feet;

THENCE, North 89°35'49" West, 22.96 feet to a point on the Westerly line of said Parcel 9;

THENCE, Northwesterly along said Westerly line, 25.00 feet along the arc of an 1140.00 feet radius curve, concave Southwesterly, whose central angle is 01°15'23" and whose chord bears, North 00°59'49" West, 25.00 feet the point of beginning.

13833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 12

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel A, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

113833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 20

Parcel One:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 1 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

TOGETHER WITH all that portion of Parcel 2 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records, more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel 2; thence North 10 degrees 07' 47" East, 178.76 feet to a point on the North line of said Parcel 2, said point being on a curve, non-tangent to the preceding course, concave Northeasterly, having a radius of 100.00 feet, of which radius bears North 23 degrees 25' 57" East; thence Easterly, along the arc of said curve, through a central angle of 23 degrees 25' 198" and arc distance of 40.88 feet to the Northeast corner of said Parcel 2; thence South 22 degrees 59' 52" West, along the Easterly line of said Parcel 2, a distance of 182.21 feet to the point of beginning.

Parcel Two:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23, as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

Parcel Three:

An Ingress-Egress Access Easement, described as follows:

A strip of land, varying in width, for use as an Ingress-Egress Access Easement, for the mutual benefit of Adjusted Parcel 1 and Adjusted Parcel 2 as described in the Certificate of Lot Line Adjusted for Lot Line Adjustment No. 97-04, filed on April 10, 1997 as Instrument No. 97-0026874-00, being a portion of said Adjusted Parcel 2, situate in the Southwest quarter of Section 26, Township 5 South, Range 7 East, M.D.B. & M., County of Stanislaus, State of California, more particularly described as follows:

Commencing at the Southeast corner of said Adjusted Parcel 2; thence North 10° 07'49" East, along the East line of said Adjusted Parcel 2, a distance of 48.21 feet to a non-tangent curve, concave Northeasterly, having a radius of 40.00 feet, of which radius bears North 66° 27'21" East; thence Northwesterly along the arch of said curve, through a central angle of 07° 50'15", an arc distance of 5.47 feet; thence North 15° 42'24" West, 60.49 feet to a point of curvature, concave Easterly, having a radius of 70.50 feet, of which radius bears North 74° 17'36" East; thence Northerly along the arc of said curve, through a central angle of 40° 06'25", an arc distance of 49.35 feet; thence North 24° 24'01" East, 34.19 feet to a point on the North line of said Adjusted Parcel 2, said point being a point on a curve, non-tangent to the preceding course, having a radius of 100.00 feet, of which radius bears North 39° 09'38" East; thence Easterly along the arc of said curve, being along said North line, through a central angle of 15° 43'41", an arc distance of 27.45 feet to the Northeast corner of said Adjusted Parcel 2; thence South 10° 07'49" West, along the East line of said Adjusted Parcel 2, a distance of 130.55 feet to the Point of Beginning.

113833 FEB24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 27

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 1 as per Parcel Map thereof filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

PARCEL THREE:

A 10 foot wide private sewer pipeline easement as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL FOUR

The 10 wide private storm drain easements as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

113833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 29

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 2 as per Parcel Map thereof filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

PARCEL THREE

The 10 wide private storm drain easements as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 28

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 3 as per Parcel Map thereof filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 22

PARCEL ONE:

Parcel 1 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 23

PARCEL ONE:

Parcel 2 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 21

PARCEL ONE:

Parcel 3 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 24

PARCEL ONE:

Parcel 4 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 16 (PTN)

PARCEL ONE:

Parcel 5 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 17 & PTN 26

PARCEL ONE:

Parcel 6 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

13833 FEB24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 18 & PTN 26

PARCEL ONE:

Parcel 7 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 26 (PTN)

PARCEL ONE:

Parcel 8 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 26 (PTN)

PARCEL ONE:

Parcel 9 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

013833 FEB 24 00

EXHIBIT B
LEGAL DESCRIPTION OF PARCEL A



013833 FEB 24 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 12

PARCEL ONE

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian more particularly described as follows:

Parcel A, as er Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

13833 FEB 24 00

**EXHIBIT C
HIGHWAY PYLON SIGN PARCEL**

013833 FEB24 00

EXHIBIT C

All that portion of Section 26 and 27, Township 5 South, Range 7 East, Mount Diablo Meridian, County of Stanislaus, State of California, being a portion of PARCEL 1 shown in State Highway Map Book No. 2 at page 10, and relinquished to the County of Stanislaus on May 14, 1968, recorded as Instrument No. 14689, Stanislaus County Records, described as follows:

Commencing at the southwest corner of said Section 26, thence North 0°49'48" East 69.35 feet on the west line of said Section 26 to the POINT OF BEGINNING; thence North 48°25'54" East 33.85 feet to the east line of Rogers Road; thence North 0°49'48" East on said east line of Rogers Road 290.38 feet; thence leaving said east line North 89°10'12" West 63.25 feet; thence North 75°11'39" west 108.27 feet to a point on the easterly line of the California Aqueduct; thence South 14°48'22" West on said easterly line 364.53 feet; thence leaving said line South 67°43'43" East 133.23 feet; thence North 79°29'09" East 50.00 feet; thence North 48°25'54" East 78.98 Feet to the point of beginning.

Containing 1.775 Ac

Reserving therefrom for the benefit of the County of Stanislaus a 20 foot wide drainage easement, said easement is described in the Easement Deed to the County of Stanislaus recorded October 24, 1996 as Instrument No. 090593.

Also reserving therefrom for the benefit of the County of Stanislaus, for any existing facilities, a drainage easement for the purpose of installing, maintaining, operating, and repairing drainage facilities, including right of access over and across the above described vacation.

Also reserving therefrom for any existing utilities, if any, any right necessary for maintaining, operating, repairing, replacing or renewing existing facilities, including rights of access to their facilities.

Also subject to any easements of record.

villa.defcc&rs\exhibit C

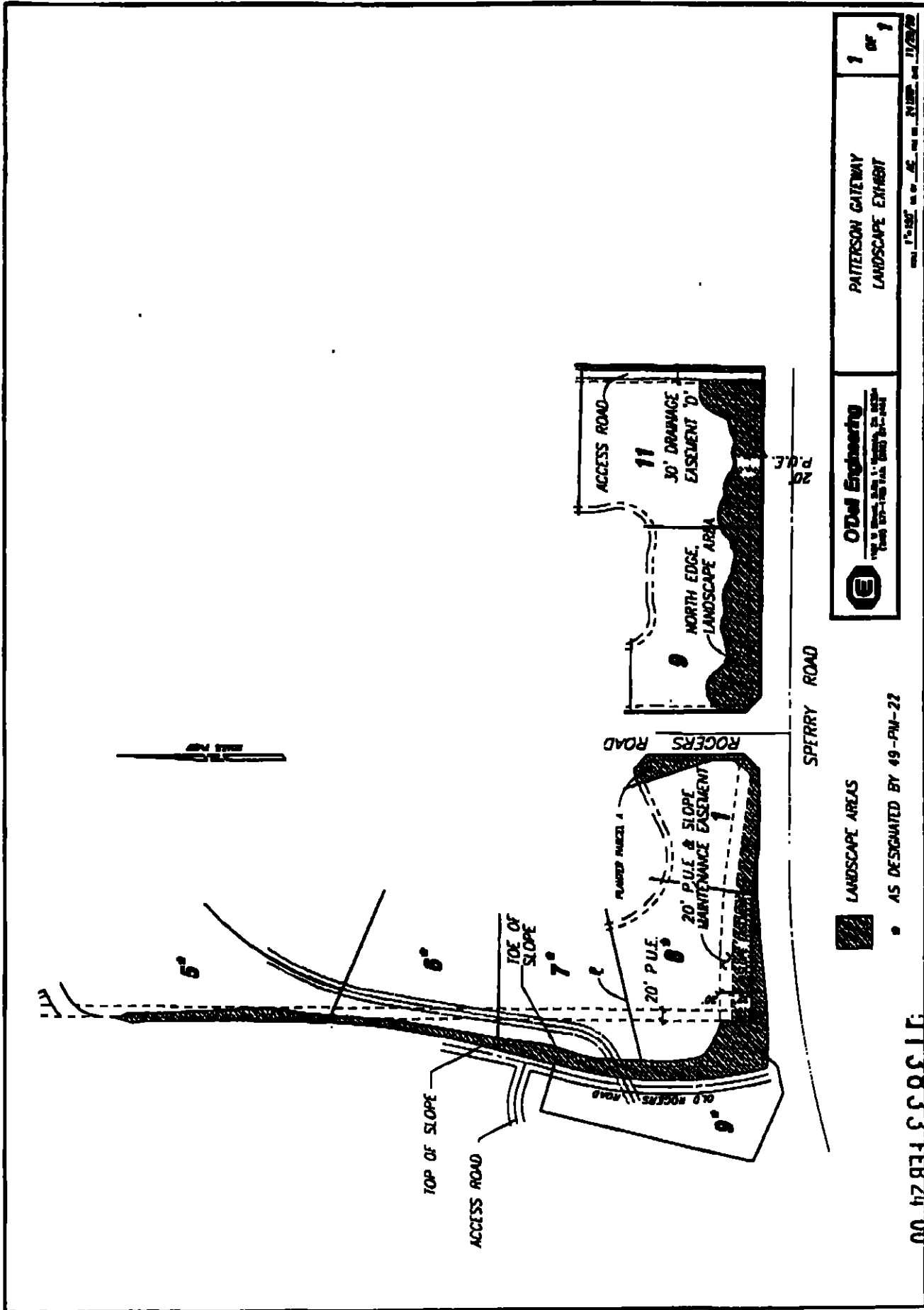
**EXHIBIT D
PROJECT MAP**

X

013833 FEB 24 00

**EXHIBIT E
LANDSCAPE EASEMENTS**

013833 FEB 21, 00



**EXHIBIT F
ALLOCATION TABLE OF
NET USABLE SQUARE FOOTAGE OF EACH PAREL
AND
ASSESSMENT ALLOCATION AND VOTING RIGHTS PERCENTAGE**

013833 FEB 24 00

Parcel	Parcel number as shown on...	LEGAL LOT AREA	NET USABLE ACREAGE	NET USABLE AREA (SQUARE FOOTAGE)	ASSESSMENT ALLOCATION AND VOTING RIGHTS PERCENTAGE
1	47-PM-87	0.83	0.78	33,977	2.2%
8	49-PM-22	1.42	1.14	49,658	3.2%
7	49-PM-22	1.19	1.18	51,597	3.3%
6	49-PM-22	1.23	1.07	46,609	3.0%
5	47-PM-87	1.46	0.85	37,026	2.4%
6	47-PM-87	1.07	0.85	37,026	2.4%
7	47-PM-87	1.04	0.99	43,124	2.8%
5	49-PM-22	1.31	1.17	50,878	3.3%
9	47-PM-87	1.88	1.59	69,260	4.4%
10	47-PM-87	1.44	1.03	44,867	2.9%
11	47-PM-87	2.09	1.83	79,715	5.1%
12	47-PM-87	3.41	2.87	125,017	8.0%
1	49-PM-7	2.65	2.36	102,802	6.6%
2	49-PM-7	1.86	1.71	74,488	4.8%
3	49-PM-7	1.05	0.84	36,590	2.3%
14	47-PM-87	1.31	0.98	42,689	2.7%
15	47-PM-87	0.63	0.43	18,731	1.2%
1*	49-PM-22	6.02	1.84	71,438	4.6%
4	49-PM-22	1.85	1.70	74,052	4.7%
18	47-PM-87	2.12	2.12	92,347	5.9%
19	47-PM-87	1.10	1.10	47,916	3.1%
2	49-PM-22	1.80	1.77	77,101	4.9%
21	47-PM-87	3.01	2.86	124,582	8.0%
3	49-PM-22	2.43	2.15	93,654	6.0%
23	47-PM-87	1.00	0.81	35,284	2.3%
9**	49-PM-22				0.0%
Parcel A**	47-PM-87				0.0%
TOTAL			35.82	1,560,428	100.0%

* DRAINAGE EASEMENT TOTALS 4.20 ACRES (182,952 S F)

** NON-BUILDABLE LOT

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PARCEL 1	LEGAL LOT AREA	.83 Ac.
	PUBLIC UTILITY EASEMENT	.04 Ac.
	PUBLIC UTILITY AND SLOPE MAINTENANCE EASEMENT	.11 Ac.
	SLOPE EASEMENT	12 Ac.
	RECIPROCAL ACCESS EASEMENT	.05 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	12 Ac.
	NET SALEABLE AREA	.78 Ac.
PARCEL 8**	LEGAL LOT AREA	1.42 Ac.
	PUBLIC UTILITY EASEMENT	12 Ac.
	PUBLIC UTILITY AND SLOPE MAINTENANCE EASEMENT	11 Ac.
	SLOPE EASEMENT	.17 Ac.
	RECIPROCAL ACCESS EASEMENT	.05 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	08 Ac.
	INGRESS-EGRESS ACCESS EASEMENT	08 Ac.
	NET SALEABLE AREA	1.14 Ac.
PARCEL 7**	LEGAL LOT AREA	1.19 Ac.
	PUBLIC UTILITY EASEMENT	14 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	10 Ac.
	DRAINAGE EASEMENT	01 Ac.
	NET SALEABLE AREA	1.18 Ac.

PARCEL 6**	LEGAL LOT AREA	1.23 Ac.
	PUBLIC UTILITY EASEMENT	.18 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.12 Ac.
	DRAINAGE EASEMENT	12 Ac.
	NET SALEABLE AREA	1.07 Ac.
PARCEL 5	LEGAL LOT AREA	1.46 Ac.
	PUBLIC UTILITY EASEMENT	18 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.69 Ac.
	NET SALEABLE AREA	.85 Ac.
PARCEL 6	LEGAL LOT AREA	1.07 Ac.
	PUBLIC UTILITY EASEMENT	.16 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.29 Ac.
	NET SALEABLE AREA	.85 Ac.
PARCEL 7	LEGAL LOT AREA	1.04 Ac.
	PUBLIC UTILITY EASEMENT	.08 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	07 Ac.
	DRAINAGE EASEMENT	06 Ac.
	NET SALEABLE AREA	.99 Ac.
PARCEL 5**	LEGAL LOT AREA	1.31 Ac.
	PUBLIC UTILITY EASEMENT	32 Ac.
	LANDSCAPED SLOPE	.09 Ac.
	DRAINAGE EASEMENT	07 Ac.
	NET SALEABLE AREA	1.17 Ac.

PARCEL 9	LEGAL LOT AREA	1.68 Ac.
	PUBLIC UTILITY EASEMENT	25 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	12 Ac.
	LANDSCAPE AREA	45 Ac.
	SEWER EASEMENT	.08 Ac.
	NET SALEABLE AREA	1.59 Ac.
PARCEL 10	LEGAL LOT AREA	1.44 Ac.
	PUBLIC UTILITY EASEMENT	17 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.54 Ac.
	NET SALEABLE AREA	1.03 Ac.
PARCEL 11	LEGAL LOT AREA	2.09 Ac.
	PUBLIC UTILITY EASEMENT	17 Ac.
	PUBLIC UTILITY AND ACCESS EASEMENT	21 Ac.
	LANDSCAPE AREA	33 Ac.
	SEWER EASEMENT	08 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	07 Ac.
	NET SALEABLE AREA	1.83 Ac.

PARCEL 1*	LEGAL LOT AREA	2.65 Ac.
	PUBLIC UTILITY EASEMENT	25 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.39 Ac.
	NET SALEABLE AREA	2.38 Ac.
PARCEL 2*	LEGAL LOT AREA	1.86 Ac.
	PUBLIC UTILITY EASEMENT	15 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	21 Ac.
	NET SALEABLE AREA	1.7* Ac.
PARCEL 3*	LEGAL LOT AREA	1.05 Ac.
	PUBLIC UTILITY EASEMENT	10 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	29 Ac.
	NET SALEABLE AREA	84 Ac.
PARCEL 14	LEGAL LOT AREA	1.31 Ac.
	PUBLIC UTILITY EASEMENT	08 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	14 Ac.
	NET SALEABLE AREA	98 Ac.

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PARCEL 12	LEGAL LOT AREA	3.41Ac.
	PUBLIC UTILITY EASEMENT	.11 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.28 Ac.
	PUBLIC UTILITY AND ACCESS EASEMENT	.34 Ac.
	NET SALEABLE AREA	2.87 Ac.

PARCEL 4**	LEGAL LOT AREA	1.85 Ac.
	PUBLIC UTILITY EASEMENT	.14 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.21 Ac.
	DRAINAGE EASEMENT	.07 Ac.
	NET SALEABLE AREA	1.70 Ac.

PARCEL 18	LEGAL LOT AREA	2.12 Ac.
	PUBLIC UTILITY EASEMENT	.30 Ac.
	DRAINAGE EASEMENT	.07 Ac.
	NET SALEABLE AREA	2.12 Ac.

PARCEL 19	LEGAL LOT AREA	1.10 Ac.
	PUBLIC UTILITY EASEMENT	.25 Ac.
	NET SALEABLE AREA	1.10 Ac.

PARCEL 2**	LEGAL LOT AREA	1.80 Ac.
	PUBLIC UTILITY EASEMENT	.30 Ac.
	FLOOD AND DRAINAGE EASEMENT	.12 Ac.
	DRAINAGE EASEMENT	.03 Ac.
	NET SALEABLE AREA	1.77 Ac.

PARCEL 21	LEGAL LOT AREA	3.01 Ac.
	PUBLIC UTILITY EASEMENT	.20 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.15 Ac.
	NET SALEABLE AREA	2.86 Ac.

PARCEL 15	LEGAL LOT AREA	.63 Ac.
	PUBLIC UTILITY EASEMENT	.06 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.08 Ac.
	PUBLIC UTILITY AND ACCESS EASEMENT	.14 Ac.
	NET SALEABLE AREA	.43 Ac.

PARCEL 1**	LEGAL LOT AREA	6.02 Ac.
	PUBLIC UTILITY EASEMENT	.18 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.14 Ac.
	DRAINAGE EASEMENT	.03 Ac.
	PUBLIC UTILITY AND ACCESS EASEMENT	.58 Ac.
	FLOOD AND DRAINAGE EASEMENT	4.29 Ac.
	NET SALEABLE AREA	1.64 Ac.

PARCEL 3**	LEGAL LOT AREA	2.43 Ac.
	PUBLIC UTILITY EASEMENT	.02 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.28Ac.
	NET SALEABLE AREA	2.15 Ac.

PARCEL 23	LEGAL LOT AREA	1.00 Ac.
	PUBLIC UTILITY EASEMENT	.14 Ac.
	PUBLIC UTILITY AND PRIVATE INGRESS-EGRESS EASEMENT	.23 Ac.
	NET SALEABLE AREA	.81 Ac.

* As designated by 49-PM-7

** As designated by 49-PM-22

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GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the Notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY A. Kucala

DATE COMMISSION EXPIRES April 7, 2001

PLACE OF EXECUTION Santa Clara Co

2-23-2000
(DATE)

CHICAGO TITLE COMPANY
L. Duford
(SIGNATURE)

GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the Notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY Kimberly J. Hall

DATE COMMISSION EXPIRES April 8, 2003

PLACE OF EXECUTION Fresno County

2-23-2000
(DATE)

CHICAGO TITLE COMPANY
L. Duford
(SIGNATURE)

013833 FEB 24 00

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____



Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By and
When recorded, return to:

David W. Barron, Esq.
6250 Merced Ave.
Oakland, CA 94611



Stanislaus, County Recorder
Karen Mathews Co Recorder Office
DOC- 2000-0093881-00

Check Number 838828
Friday, NOV 03, 2000 14:04:36
Ttl Pd \$85.00 Nbr-000018818
BBA/R2/ 1-27

**DECLARATION OF
RESTRICTIVE COVENANTS**

WHEREAS, the undersigned VILLA DEL LAGO ASSOCIATES, LLC ("Grantor") is conveying to EASTBAY EQUITIES, INC. ("Grantee") that certain real property located in Patterson, California more particularly described in Exhibit A attached hereto (the "Conveyed Property"); and

WHEREAS, Grantor owns certain other property in Patterson, California more particularly described in Exhibit B attached hereto (the "Retained Property"); and

WHEREAS, as part of the consideration for the purchase by Grantee of the Conveyed Property, Grantor has agreed to restrict the use of the Retained Property in a certain fashion;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. The Retained Property shall not be used (in whole or in part) for a drive-through restaurant offering hamburgers or meat patty sandwiches as a significant menu item ("Drive-Through Hamburger Restaurant"), except on the portion thereof described in Exhibit C attached hereto. In addition, during the first eighteen (18) months following the date of recordation of this Declaration, the Retained Property may not be used (in whole or in part) for more than one (1) quick-serve drive-through restaurant of any other type, and thereafter the Retained Property may not be used (in whole or in part) for more than two

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(2) quick-serve drive-through restaurants of any other type.

2. Grantor's covenants contained herein are for the benefit of the Conveyed Property, shall run with the Conveyed Property and the Retained Property, and shall benefit and be binding upon each successive owner of any of the Conveyed Property and the Retained Property for the benefit of the Conveyed Property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title, or interest in any part of the Retained Property, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, all of the restrictions, covenants, and limitations set forth in this Declaration.

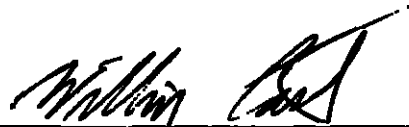
3. In the event of any action or proceeding arising out of or in connection with this Declaration, the prevailing party shall be entitled to recover from the non-prevailing party its costs and attorneys fees incurred in good faith.

IN WITNESS WHEREOF, Grantor has executed this Declaration this 25TH day of OCTOBER, 2000.

VILLA DEL LAGO ASSOCIATES, LLC

By _____
Its _____

EASTBAY EQUITIES, INC.

By  _____
Its President _____
WILLIAM CASTRO, PRESIDENT

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FROM : LAW OFFICES

FAX NO. :

Oct. 19 2000 04:15PM P3

(2) quick-serve drive-through restaurants of any other type.

2. Grantor's covenants contained herein are for the benefit of the Conveyed Property, shall run with the Conveyed Property and the Retained Property, and shall benefit and be binding upon each successive owner of any of the Conveyed Property and the Retained Property for the benefit of the Conveyed Property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title, or interest in any part of the Retained Property, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, all of the restrictions, covenants, and limitations set forth in this Declaration.

3. In the event of any action or proceeding arising out of or in connection with this Declaration, the prevailing party shall be entitled to recover from the non-prevailing party its costs and attorneys fees incurred in good faith.

IN WITNESS WHEREOF, Grantor has executed this Declaration this 25th day of OCTOBER, 2000.

VILLA DEL LAGO ASSOCIATES, LLC

By Dominic M. Speno
Its MANAGER

DOMINIC M. SPENO, MANAGER

EASTBAY EQUITIES, INC.

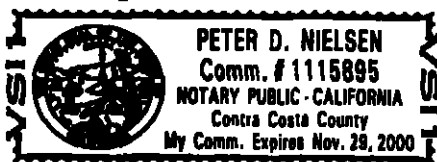
By _____
Its _____

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State of California)
County of CONTRA COSTA) ss.

On 10/31, 2000, before me, PETER NIELSEN, personally appeared WILLIAM CASTO, 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.



Peter Nielsen
Notary Public

State of California)
County of _____) ss.

On _____, 2000, before me, _____, 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 Public

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SANTA CLARA

On 11 OCTOBER 2000 before me, LISA DIXON
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DOMINIC H. SPENO
Name(s) of Signer(s)

~~I 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.

Lisa Dixon
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: GRANT DEED

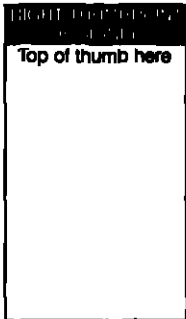
Document Date: OCTOBER 9, 2000 Number of Pages: 2 pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

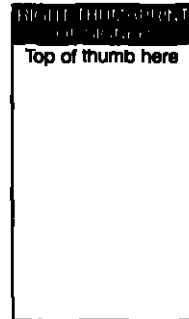
- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

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EXHIBIT "A"

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 13

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 5, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

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EXHIBIT 2B"

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 01

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 21, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

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DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 02

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 19, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records. --

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

- 1

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DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 03

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 18, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 05

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 15, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

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DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 06

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 14, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 07

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 12, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 08

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 11, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 10

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 10, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PAGE 8 OF 20

93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 15

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 7, as per Parcel Map thereof recorded September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 16 (PTN)

PARCEL ONE:

Parcel 5 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 17 & PTN 26

PARCEL ONE:

Parcel 6 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights- as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 18 & PTN 26

PARCEL ONE:

Parcel 7 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights-as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NGV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 26 (PTN)

PARCEL ONE:

Parcel 8 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights-as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

PAGE 13 OF 20

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 26 (PTN)

PARCEL ONE:

Parcel 9 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 21

PARCEL ONE:

Parcel 3 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights, as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 23

PARCEL ONE:

Parcel 2 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights, as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 22

PARCEL ONE:

Parcel 1 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights-as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

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93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 24

PARCEL ONE:

Parcel 4 as shown on the Parcel Map filed for record December 8, 1998 in Volume 49 of Parcel Maps, at page 22, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights-as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

PAGE 18 OF 20

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 28

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 3 as per Parcel Map thereof filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

93881 NOV-3 00

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 29

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 2 as per Parcel Map thereof filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

EXCEPTING THEREFROM any portion lying within Parcel One.

PARCEL THREE

The 10 wide private storm drain easements as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, Page 7, Stanislaus County Records.

93881 NOV-3 00

EXHIBIT "C"

DESCRIPTION FOR ASSESSOR'S PARCEL NO. 021 28 11

PARCEL ONE:

A portion of the Southwest quarter of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 23 as shown on that certain Parcel Map filed for record September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

PARCEL TWO:

Public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 22 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, Page 87, Stanislaus County Records.

PARCEL THREE:

Being a non-exclusive easement and right-of-way for ingress and egress of vehicles and pedestrians over, through and across all that certain real property situated in the County of Stanislaus, State of California, described as follows:

Being a portion of Parcel 9 as shown and so designated on that certain Parcel Map filed September 6, 1996, in Book 47 of Parcel Maps, Page 87, Stanislaus County records, being more particularly described as follows:

BEGINNING at the Northwesterly corner of said Parcel 9, said point also being the Southwesterly corner of Parcel 23 as said parcel is shown and so designated on said Parcel Map, said point also being a point on the Eastelry line of Rogers Road;

THENCE from said point of beginning, South 89°32'52" East, along that line common to said Parcel 9 and said Parcel 23, 131.30 feet to a point of the Westerly line of a public utility and private ingress-egress easement as shown on said Parcel Map;

THENCE Southeasterly along the Westerly line of said easement, 11.06 feet along the arc of a 55.00 feet radius curve, concave Northeasterly, whose central angle is 11°31'01" and whose chord bears, South 32°20'21" West, 11.04 feet;

THENCE, South 85°05'32" West, 114.17 feet;

THENCE, North 89°35'49" West, 22.96 feet to a point on the Westerly line of said Parcel 9;

THENCE, Northwesterly along said Westerly line, 25.00 feet along the arc of an 1140.00 feet radius curve, concave Southwesterly, whose central angle is 01°15'23" and whose chord bears, North 00°59'49" West, 25.00 feet the point of beginning.

93881 NOV-3 00

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RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

HARMAN MANAGEMENT CORP.
199 FIRST STREET #212
LOS ALTOS, CA. 94022



Stanislaus County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2002-0142306-00

Root 581-Chicago Title
Thursday, OCT 31, 2002 08:00:00
Ttl Pd \$825.00 Nbr-0001054819
OWP/R3/1-2

Escrow No. 1741811 - JO
Order No. 1741811 - JJK
A PORTION OF APN#21-28-29

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Assessor's Parcel No:
21-28-29 WOP

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$605.00
 unincorporated area City of
 computed on the full value of the interest or property conveyed, or is
 computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
VILLA DEL LAGO ASSOCIATES, LLC, a California limited liability company

hereby GRANT(S) to
HARMAN MANAGEMENT CORPORATION , A UTAH CORPORATION

the following described real property in the
County of Stanislaus , State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

1741811

Dated October 28, 2002

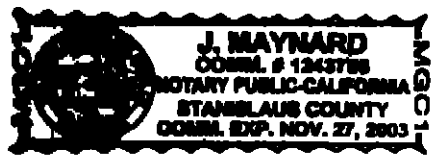
VILLA DEL LAGO, ASSOCIATES, LLC

STATE OF CALIFORNIA
COUNTY OF Stanislaus) SS.
On 05/30/02 before me,
J Maynard

By Dominic Speno
DOMINIC SPENO, MANAGER

a Notary Public in and for said County and State, personally appeared
Dominic Speno

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.
J Maynard
Signature of Notary

11-27-03
Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City, State & Zip

GD1 -05/30/07bk

2
CF

LEGAL DESCRIPTION EXHIBIT

LEGAL DESCRIPTION ATTCHMENT TO GRANT DEED

PARCEL ONE:

A portion of Section 26, Township 5 South, Range 7 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 2B as shown upon that certain Parcel Map filed for record October 25, 2002 in Book 51 of PARCEL MAPS at Page 86, Stanislaus County Records.

Reserving unto the Grantor, public utility and private ingress-egress rights as shown on Parcel A and 1 through Parcel 23 as shown on that certain Parcel Map filed for record on September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records.

PARCEL TWO:

Together with public utility and private ingress-egress rights as shown on Parcels A and 1 through Parcel 23 as shown on that certain Parcel Map filed September 6, 1996 in Book 47 of Parcel Maps, page 87, Stanislaus County Records; EXCEPTING THEREFROM any portion lying within Parcel 2B as shown upon that certain Parcel Map filed for record October 25, 2002 in Book 51 of PARCEL MAPS at Page 86, Stanislaus County Records.

PARCEL THREE:

Together with the 10 wide private storm drain easements as shown on that certain Parcel Map filed for record October 7, 1998 in Book 49 of Parcel Maps, page 7, Stanislaus County Records; EXCEPTING THEREFROM any portion lying within Parcel 2B as shown upon that certain Parcel Map filed for record October 25, 2002 in Book 51 of PARCEL MAPS at Page 86, Stanislaus County Records.

DEEDLEGL-08/08/94bk