

TIMIOS TITLE

A CALIFORNIA CORPORATION

250 W. SYCAMORE STREET, WILLOWS, CA 95988
134 E. WALKER STREET, ORLAND, CA 95963
1058 MANGROVE AVENUE, SUITE 1, CHICO, CA 95926
3044 OLIVE HIGHWAY, OROVILLE, CA 95966
750 MAIN STREET, RED BLUFF, CA 96080
40 HILLTOP DRIVE, SUITE C, REDDING, CA 96003
5716 CORSA AVENUE, SUITE 102, WESTLAKE VILLAGE, CA 91362

SUPPORT DOCUMENTS:

Attached is the document(s) you (or someone on your behalf) requested. As required by Section 12956(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, 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 12953.2 of the Government Code. Lawful restrictions under state and federal law on age of occupants in senior housing or housing for older persons shall not be constructed as restrictions based on familial status.

If this page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point boldface type.

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

TRUSTEE'S CERTIFICATE

WE, THE FOLLOWING, BEING ALL OTHER PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, DO HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN UPON THE SUBDIVISION DRAWING:

NOTARY CERTIFICATE

WESTERN TITLE GUARANTEE COMPANY, TRUSTEE FOR A.B. & B. 279, INC. a corporation of the State of California, is a duly organized and existing corporation under the laws of the State of California, duly organized, duly qualified and duly licensed to do business in and about the State of California, and its principal office is located at 1000 California Street, San Francisco, California. I, the undersigned, a Notary Public for the State of California, do hereby certify that the foregoing is a true and correct copy of the original instrument filed with me for recording on this date, to-wit: the 10th day of May, 1980, at 10:30 A.M. in the County of Alameda, State of California.

CERTIFICATE OF CLERK OF THE BOARD OF SUPERVISORS

I, SAUL A. HINES, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, DO HEREBY CERTIFY THAT THE FOREGOING MAP AND SUBDIVISION DRAWING HAS BEEN FILED WITH ME FOR RECORDING AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT ON FILED OF THE CORPORATION RECORDS MAINTAINED AND MAINTAINABLE IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

SAUL A. HINES
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

CERTIFICATE OF ENGINEER

I, NOBLE L. ENGLE, REGISTERED CIVIL ENGINEER, HEREBY CERTIFY THAT THE SUBDIVISION DRAWING AND MAP HEREON SHOWN ARE A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT ON FILED OF THE CORPORATION RECORDS MAINTAINED AND MAINTAINABLE IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

NOBLE L. ENGLE
REGISTERED CIVIL ENGINEER
4455 COLLETT
ALBANY, CALIFORNIA

OWNER'S CERTIFICATE

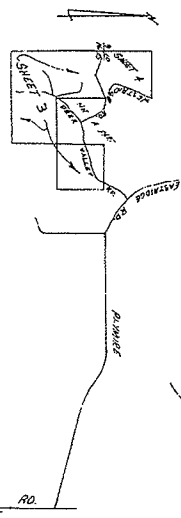
WE, THE ASSOCIATES OF THE LAND SHOWN HEREON, HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AS SHOWN UPON THE SUBDIVISION DRAWING. WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN UPON THE SUBDIVISION DRAWING.

NOTARY CERTIFICATE

ON THIS 10th DAY OF MAY, 1980, I, the undersigned, a Notary Public for the State of California, do hereby certify that the foregoing is a true and correct copy of the original instrument filed with me for recording on this date, to-wit: the 10th day of May, 1980, at 10:30 A.M. in the County of Alameda, State of California.

CERTIFICATE OF REGISTERED CIVIL ENGINEER

I, NOBLE L. ENGLE, A REGISTERED CIVIL ENGINEER, HEREBY CERTIFY THAT THE FOREGOING MAP AND SUBDIVISION DRAWING IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT ON FILED OF THE CORPORATION RECORDS MAINTAINED AND MAINTAINABLE IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.



CERTIFICATE OF APPROVAL BY COUNTY SUPERVISOR

I, the undersigned, County Supervisor of the County of Alameda, do hereby approve the subdivision shown on the subdivision drawing and map hereon shown, and I do hereby certify that the same is a true and correct copy of the original instrument filed with me for recording on this date, to-wit: the 10th day of May, 1980, at 10:30 A.M. in the County of Alameda, State of California.

RECORDERS CERTIFICATE

I, the undersigned, Recorder of the County of Alameda, do hereby certify that the foregoing is a true and correct copy of the original instrument filed with me for recording on this date, to-wit: the 10th day of May, 1980, at 10:30 A.M. in the County of Alameda, State of California.

DAVID J. BROWN
RECORDER

TRACT NO. 79-1027

WESTGATE ASSOCIATES, INC. A PRIVATE ROAD SUBDIVISION

BEING A REDIVISION OF A PORTION OF PCL 3 OF PCL MAP NO. 405 FILED IN BOOK 2 OF RECORDED MAPS, PAGE 705, PARCEL 10, AND PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, IN BOOK 2 OF RECORDED MAPS, PAGE 8 IN THE SOUTHWEST 1/4 OF SECTION 10 AND THE NORTH 1/2 OF SECTION 5, T37N, R41W, M.D.B.M., IN THE UNINCORPORATED TERRITORY OF TEHAMA COUNTY, CALIFORNIA FOR

WESTGATE ASSOCIATES, INC. A GENERAL PARTNERSHIP

801 O.R. 486, 801 O.R. 489, 801 O.R. 492, 801 O.R. 495, 801 O.R. 498
NOBLE L. ENGLE & ASSOCIATES
110 FOX 923
RED BLUFF, CALIFORNIA, 96080
SHEET 1 OF 4
APR 1980

Recorded at the request of: 3885

Lester C. Hotchkiss
4949 N. Van Ness Blvd.
Fresno, California 93704

When recorded, please
return to the above.

INDEXED
BOOK 666 PAGE 138
RECORDED AT REQUEST OF
John Sharrak
at 15 min past 7 P.M.
JUN 5 1975
OFFICIAL RECORDS
TEHAMA COUNTY, CALIFORNIA
FLOYD A. HICKS
Fee \$ 5.00
Recorded (P)

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS made and entered into this 15th day of May, 1975, by LESTER C. HOTCHKISS and ALPHA L. HOTCHKISS, his wife, and FELLOWSHIP OF BAPTISTS FOR HOME MISSIONS, a nonprofit corporation, hereinafter referred to as "Declarant";

RECITALS:

A. Declarant is the owner of real property situate in the County of Tehama, State of California, described as follows:

Township 27 North, Range 4 West, Mount Diablo Base and Meridian

Section 3: S $\frac{1}{2}$ S $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, and all those portions of W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying and being South of the centerline of Highway No. 36;

Section 10: S $\frac{1}{2}$, NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$;

Section 15: NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM the East 120 feet of said N $\frac{1}{2}$ NE $\frac{1}{4}$.

All of the above described real property is hereinafter referred to as "said lands", and is commonly known as WESTGATE RANCHES.

B. Declarant intends to sell or otherwise convey said lands, restricting it in accordance with a common plan designed to preserve the value and qualities of said lands for the benefit of its present and future owners.

NOW, THEREFORE, Declarant declares that said lands shall be held, owned, transferred, encumbered, used, sold, conveyed, and/or occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said lands and of each and every person or entity who now or in the future owns any portion or portions of said lands.

1. Setback Lines

No building, structure, solid wall fence, hedge, outbuilding or vision obstruction of any kind or nature shall be located closer than sixty (60) feet from the centerline intersection of any road intersection or street intersection.

2. Nuisances

No lot or parcel of said lands shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot or parcel to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot or parcel that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

3. Owners' Association

For the purpose of providing management, maintenance, preservation, control and administration of gateways, roads, road rights of way, and related facilities within said lands for the general use and benefit of present and future lot or parcel owners, each and every such owner, in accepting a Deed or Contract for any such lot or parcel in such premises, agrees to and shall be a member of and shall be subject to the obligations and duly enacted Bylaws and rules of the WESTGATE ROAD ASSOCIATION, a nonprofit corporation.

4. Financial Obligations

Each and every Grantee, owner or successor in interest in or to all or any portion or portions of said lands, by the acceptance thereof, will make timely payments of the Initiation Fees, Annual Dues and Assessments as provided for in the Bylaws of WESTGATE ROAD ASSOCIATION.

5. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty (30) Years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) Years each, unless an instrument signed by the then owners of the lots or parcels containing more than fifty percent (50%) of the total acreage in said lands has been recorded, agreeing to change said covenants in whole or in part.

6. Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

7. Severability

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

Lester C. Hotchkiss
Lester C. Hotchkiss

Alpha L. Hotchkiss
Alpha L. Hotchkiss

FELLOWSHIP OF BAPTISTS FOR HOME MISSIONS, a nonprofit corporation

Seal

By James F. Dersham

By David W. Muck

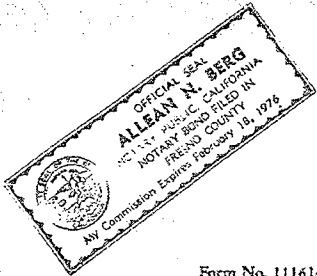
STATE OF California

COUNTY OF Fresno

} ss.

ON THIS 15th day of May, 1975, before me, a Notary Public in and for said County and State, personally appeared Lester C. Hotchkiss, and Alpha L. Hotchkiss, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Ailean N. Berg
Notary Public in and for said County and State.

Form No. 11161—Lester C. Hotchkiss

STATE OF OHIO }
COUNTY OF LORAIN } ss.

On this 19th day of May, 1975, before me, a Notary Public in and for said County and State, personally appeared James F. Dersham, and David W. Muck, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Seal Loretta Howard
Notary Public

Loretta Howard, Notary Public
Lorain County, Ohio
My Commission Expires 5/5/78

COMPARED

6112

INDEXED
BOOK 826 PAGE 137
RECORDED AT REQUEST OF
John Baker
at 32 min past 1 P. M.
MAY 21 1980
OFFICIAL RECORDS
TEHAMA COUNTY, CALIFORNIA
FLOYD A. HICKS
Fee \$ 15- Recorder

When recorded
Return to
Lester C. Hotchkiss
4949 No. Van Ness Blvd.
Fresno, CA 93704

EASEMENT DEED AND MAINTENANCE AGREEMENT

This EASEMENT DEED AND MAINTENANCE AGREEMENT made and entered into this 14th day of May 1980, by and between WESTGATE ASSOCIATES #4, a General Partnership, hereinafter referred to as "Grantors", and WESTGATE ROAD ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Grantee".

W I T N E S S E T H

RECITALS:

- A. Grantors are the owners of that certain real property in the County of Tehama, in the Unincorporated Territory thereof, as described in Exhibit "A" which is attached hereto and incorporated herein.
- B. Included within said lands described above are certain strips of land 60 feet in width that are hereby reserved as Road Rights of Way and Utility Rights of Way, hereinafter called "Easements", the centerlines of which are more particularly described in attached Exhibits B₁-B₅.
- C. There have been constructed roads on said Easements to the satisfaction of the County of Tehama, and the GRANTORS desire to grant said Easements to WESTGATE ROAD ASSOCIATION, subject to the obligations of maintenance thereof as set forth herein.
- D. GRANTEE desires to acquire said Easements together with the obligations thereof as herein provided.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. Grant of Easements

GRANTORS hereby grant to GRANTEE, subject to the rights and obligations set forth below, Easements sixty (60) feet in width, situate in said lands, the centerlines thereof are more particularly described in attached Exhibits B₁-B₅.

2. Use of Easements

The Easements hereby granted are and shall be used as such, only, and shall be available for the use of present and future owners of the parcels of real property appurtenant thereto and situate in said lands.

3. Maintenance Agreement

Each and every grantee, owner or successor in interest in or to real property situate within said lands, by the acceptance thereof, agrees to assume and be bound by all the terms, provisions and obligations as set forth in the Articles of Incorporation, and Bylaws of WESTGATE ROAD ASSOCIATION, including but not limited to the provisions to make timely payments of initiation fees, and annual dues and assessments.

4. Maintenance of Roads

Grantee agrees, at it's sole cost and expense, to maintain said roads in accordance with the standards prescribed from time to time by the County of Tehama, State of California.

5. Scope of Use

Easements shall be used for ingress and egress of personal property including but not limited to horses, cattle, sheep and other livestock, automobiles, pickups rubber tired tractors and for all four traffic. Tractors with metal tracks or metal wheels shall be prohibited from using the Easements except for construction and maintenance of the roadway and utility facilities.

6. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations of modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

7. Attorney's Fee

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

8. Term of Agreement

GRANTEE shall retain title to said Easements so long as they are maintained for the intended purposes, i.e. for the use of present and future owners of parcels or lots of real property within said lands. If said Easements, or any portion thereof, shall at any time hereafter, cease to be used or maintained for their intended use, said Easements hereby granted shall, upon approval of the County of Tehama, thereupon immediately cease and terminate as to that portion of portions thereof which cease to be used or maintained.

9. Binding Effect

This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

Seal

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year above written.

WESTGATE ROAD ASSOCIATION

By Lester C. Hotchkiss
Lester C. Hotchkiss, President

By Alpha L. Hotchkiss
Alpha L. Hotchkiss, Secretary

WESTGATE ASSOCIATES #4, A General Partnership

by Jack W. O'Efford
Jack W. O'Efford

By John M. Baker
John M. Baker

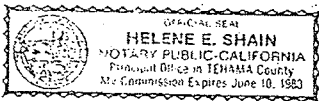
By Stenberg Enterprises, Inc.

Robert A. Stenberg
Robert A. Stenberg, Pres.

Freilla P. Stenberg
Freilla P. Stenberg, Vice Pres.

STATE OF CALIFORNIA

County of Tehama, ss.
On May 19, 1980, before me, Helene E. Shain
a Notary Public in and for said State, personally appeared Robert A. Stenberg
Stenberg and Freilla P. Stenberg known to me
to be the President and the Vice President of the corporation that executed it on
the within instrument, and also known to me to be the persons who executed it on
behal of such corporation, and acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its Board of Directors.
My commission expires June 10, 1983
Helene E. Shain
Notary Public



TEHAMA COUNTY

EXHIBIT "A"

Real Property being in the State of California, County of Tehama in the Unincorporated portion thereof, as follows:

Parcels 1, 3 and 4 of Parcel Map No. 350, being a survey of a portion of Section 15, Township 27 North, Range 4 West, Mountain Diablo Base and Meridian, as the same are shown on the Parcel Map filed in the Tehama County Recorder's Office, May 14, 1974 in Book 2 of Parcel Maps at page 8.

Parcel 3 of Parcel Map No. 467, being a survey of a portion of Section 10, Township 27 North, Range 4 West, Mount Diablo Base and Meridian, as the same is shown on the Parcel Map filed in the Tehama County Recorder's Office, June 13, 1975 in Book 2 of Parcel Maps at page 109.

Parcel 1 of Parcel Map No. 493, being a survey of a portion of Section 15, Township 27 North, Range 4 West, Moun Diablo Base and Meridian, as the same is shown on the Parcel Map filed in the Tehama County Recorder's Office, June 13, 1975 in Book 2 of Parcel Maps at page 110.

Parcel 4 of Parcel Map No. 467, being a portion of the Southwest quarter of Section 10, Township 27 North, Range 4 West, Mount Diablo Base and Meridian, as the same is shown on the Parcel Map filed in the Tehama County Recorder's Office, June 13, 1975 in Book 2 of Parcel Maps, at page 109.

EXCEPTING THEREFROM all oil, gas, minerals and other hydrocarbon substances in, under, and upon said property.

TEHAMA COUNTY

Exhibit "B-1"

The following is a sixty foot wide road and public utilities easement lying 30.00 feet on each side of the following described centerline:

Beginning at a the Southwest corner of Parcel 2 of Parcel Map Number 350, as recorded in Book 2 of Parcel Maps at Page 8 in the official records of Tehama County, thence $N1^{\circ}24'17''E$ 75.68 feet to a point on an existing road and public utilities easement centerline, which point is the true point of beginning of this easement description, thence from said true point of beginning $S15^{\circ}04'43''W$ 50.80 feet, thence $S33^{\circ}26'31''W$ 86.24 feet, thence $S7^{\circ}33'15''W$ 128.54 feet, thence $S1^{\circ}42'20''W$ 336.31 feet, thence $S8^{\circ}09'10''E$ 199.20 feet, thence $S24^{\circ}20'10''E$ 169.92 feet, Thence $S8^{\circ}55'54''W$ 165.25 feet, thence $N81^{\circ}04'06''W$ 20.00 feet to the center of a 50.00 foot radius cul-de-sac, Thence from the center of said 50.00 foot radius cul-de-sac $S81^{\circ}04'06''E$ 50.00 feet to a point on the edge of the described road and utilities easement, thence southerly along the 50.00 foot radius cul-de-sac curve to the right through a central angle of $240^{\circ}00'00''$ along an arc length of 209.44 feet, thence along a 30.00 foot radius curve to the left through a central angle of $60^{\circ}00'00''$ to the point at which the 30.00 foot radius curve becomes tangent to the road and utilities easement herein described.

TEHAMA COUNTY

Exhibit B-2

The following is a description of a sixty foot wide road and utilities easement lying 30.00 feet on each side of the following described centerline:

Beginning at the southwest corner of parcel 2 of parcel map number 350 as recorded in book 2 of Parcel Maps at Page 8 in the Official Records of Tehama County, thence $N89^{\circ}12'09''W$ 28.56 feet to a point on an existing easement for road and utilities, thence $S33^{\circ}16'31''W$ 54.89 feet, thence $S7^{\circ}33'15''W$ 128.54 feet to the true point of beginning of this description. Thence from said true point of beginning $S89^{\circ}01'05''W$ 109.96 feet, thence $S63^{\circ}43'50''W$ 273.73 feet, thence $S45^{\circ}31'00''W$ 355.45 feet to the center of a 50.00 foot radius cul-de-sac. Thence $N45^{\circ}31'00''E$ 52.92 feet back along the described centerline, thence $S44^{\circ}29'00''E$ a distance of 30.00 feet to a point on the edge of the described road and utilities easement, thence along a 30.00 foot radius curve concave to the Southeast through a central angle of $41^{\circ}24'35''$ to the point of tangency with the 50.00 foot radius cul-de-sac curve, thence along the 50.00 foot radius curve to the right through a central angle of $262^{\circ}49'09''$, thence along a 30.00 foot radius curve to the left through a central angle of $41^{\circ}24'35''$ to a point of tangency with the road and utility easement described.

TEHAMA COUNTY

Exhibit "B-3"

The following describes a sixty foot wide road and utilities easement lying 30.00 feet on each side of the following described centerline:

Beginning at the southwest corner of Parcel 2 of Parcel Map 350, as recorded in Book 2 of Parcel Maps at Page 8 in the Official records of Tehama County, thence North $1^{\circ}24'17''$ East 75.68 feet to a point on an existing road and utilities easement centerline, thence S $15^{\circ}04'43''$ W 50.80 feet, to the true point of beginning of this description, thence N $25^{\circ}13'44''$ W 64.55 feet, thence N $1^{\circ}07'19''$ W 371.80 feet, thence along a 100.00 foot radius curve to the left through a central angle of $56^{\circ}01'27''$ an arc length of 97.78 feet, thence N $57^{\circ}08'46''$ W 202.11 feet, thence S $81^{\circ}57'34''$ W 156.80 feet, thence S $8^{\circ}02'26''$ E 20.00 feet to the center of a 50.00 foot radius cul-de-sac, thence N $81^{\circ}57'34''$ E a distance of 69.28 feet, thence S $8^{\circ}02'26''$ E a distance of 10.00 feet to a point on the previously described road and utilities easement, thence along a 30.00 foot radius curve to the left which is tangent to the road and utilities easement through a central angle of $60^{\circ}00'00''$ to the point of tangency with the 50.00 foot radius cul-de-sac, thence along the 50.00 foot radius cul-de-sac curve to the right through a central angle of $240^{\circ}00'00''$ along an arc length of 209.44 feet to the point at which the cul-de-sac curve becomes tangent to the road and utilities easement.

TEHAMA COUNTY

Exhibit "B-4"

The following is a description of a road easement and public utilities easement sixty feet wide, lying 30.00 feet on each side on the following described centerline:

Beginning at the Northeast corner of Parcel 2 of Parcel Map Number 350 as recorded in Book 2, of Parcel Maps at Page 8, thence $N00^{\circ}05'59''E$ 123.12 feet to the true point of beginning of this description, Thence from said point of beginning $N57^{\circ}14'18''W$ 203.94 feet, Thence $N45^{\circ}45'48''W$ 221.46 feet, thence along a 75.00 foot radius curve to the left through a central angle of $80^{\circ}24'18''$ an arc length of 105.25 feet thence $S53^{\circ}49'54''W$ 432.09 feet, thence along a 250.00 foot radius curve to the right through a central angle of $37^{\circ}29'46''$ an arc length of 163.61 feet, thence $N88^{\circ}40'20''W$ 439.21 feet, thence $N49^{\circ}17'21''W$ 429.30 feet, thence along a 100.00 foot radius curve to the right through a central angle of $66^{\circ}07'46''$ an arc length of 115.42 feet, thence $N16^{\circ}50'25''E$ 282.40 feet, thence $N30^{\circ}17'12''E$ 247.32 feet, thence $N7^{\circ}12'20''E$ 242.11 feet, thence $N37^{\circ}20'59''E$ 229.61 feet more or less to the North Line of Parcel 3 of Parcel Map number 467 as recorded in Book 2 of Parcel Maps at page 109.

Exhibit "B-5"

The following is a description of a sixty foot wide road and utilities easement lying 30.00 feet on each side of the following described centerline:

Beginning at the Northwest corner of parcel 2 of parcel map number 350 as recorded in Book 2 of Parcel Maps at page 8, thence $N00^{\circ}12'40''W$ 81.53 feet, to a point on the centerline of a road and utilities easement, thence along the centerline of said road and utilities easement $N88^{\circ}40'20''W$ 70.88 feet, thence $N49^{\circ}17'21''W$ 429.30 feet, thence along a 100.00 foot radius curve to the right through an arc length of 44.61 feet which is the true point of beginning of this easement description, thence $S78^{\circ}58'31''W$ 95.51 feet thence $S68^{\circ}46'25''W$ 457.52 feet to the center of a 50.00 foot radius cul-de-sac, thence back along the described centerline $N68^{\circ}46'25''E$ 52.92 feet, thence $S21^{\circ}13'35''E$ 30.00 feet to a point on the described easement line, thence southerly along a 30.00 foot radius curve to the left which is tangent to the described easement through a central angle of $41^{\circ}24'35''$ to a point on the fifty foot radius cul-de-sac, thence along the 50.00 foot radius cul-de-sac curve to the right through a central angle of $262^{\circ}49'10''$ an arc length of 229.35 feet to a point of tangency with a 30.00 foot radius curve to the left, thence along said 30.00 foot radius curve to the left an arc length of 21.68 feet, through a central angle of $41^{\circ}24'35''$ to a point where the 30.00 foot radius curve becomes tangent to the described easement line.

TEHAMA COUNTY

10525

When recorded return to
JOHN M. BAKER
P.O. Box 134
Concord, CA. 94522

INDEXED
BOOK 837 PAGE 3
RECORDED AT REQUEST OF
John Baker
at *245* min past *3* P.M.
SEP 24 1980
OFFICIAL RECORDS
TEHAMA COUNTY
HOLD A 1000
Fee \$ 7-

EASEMENT DEED AND MAINTENANCE AGREEMENT

This EASEMENT DEED AND MAINTENANCE AGREEMENT made and entered into this 19th day of September, 1980, by and between WESTGATE ASSOCIATES #4, A General Partnership, hereinafter referred to as "Grantors", and WESTGATE ROAD ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Grantee".

W I T N E S S E T H

RECITALS:

A. Grantors are the owners of that certain real property in the County of Tehama, in the Unincorporated Territory thereof, as described in Exhibit "A" which is attached hereto and incorporated herein.

B. Included within said lands described above are certain strips of land 60 feet in width that are hereby reserved as Road Rights of Way and Utility Rights of Way hereinafter called "Easements", the centerlines of which are more particularly described in attached Exhibit B-6.

C. There have been constructed roads on said Easements to the satisfaction of the County of Tehama, and the GRANTORS desire to grant said Easements to WESTGATE ROAD ASSOCIATION, subject to the obligations of maintenance thereof as set forth herein.

D. GRANTEE desires to acquire said Easements together with the obligations thereof as herein provided.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Grant of Easements

GRANTORS hereby grant to GRANTEE, subject to the rights and obligations set forth below, Easements sixty (60) feet in width, situate in said lands, the centerlines of which are more particularly described in attached Exhibit B-6.

2. Use of Easements

The Easements hereby granted are and shall be used as such, only, and shall be available for the use of present and future owners of the parcels of real property appurtenant thereto and situate in said lands.

3. Maintenance Agreement

Each and every grantee, owner or successor in interest in or to real property situate within said lands, by the acceptance thereof, agrees to assume and be bound by all the terms, provisions and obligations as set forth in the Articles of Incorporation, and By-laws of WESTGATE ROAD ASSOCIATION, including but not limited to the provisions to make timely payments of initiation fees, and annual dues and assessments.

4. Maintenance of Roads

Grantee agrees, at it's sole cost and expense, to maintain said roads in accordance with the standards prescribed from time to time by the County of Tehama, State of California.

5. Scope of Use

Easements shall be used for ingress and egress of personal property including but not limited to horses, cattle, sheep and other livestock, automobiles, pickups, rubber tired tractors and for all foot traffic. Tractors with metal tracks or metal wheels shall be prohibited from using the Easements except for construction and maintenance of the roadway and utility facilities.

6. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations of modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

7. Attorney's Fee

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

8. Term of Agreement

GRANTEE shall retain title to said Easements so long as they are maintained for the intended purposes, i.e. for the use of present and future owners of parcels or lots of real property within said lands. If said Easements, or any portion thereof, shall at any time hereafter, cease to be used or maintained for their intended use, said Easements hereby granted shall, upon approval of the County of Tehama, thereupon immediately cease and terminate as to that

portion or portions thereof which cease to be used or maintained.

9. Binding Effect

This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successor and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year above written.

WESTGATE ROAD ASSOCIATION

by Floyd J. Wagner
Floyd J. Wagner, Pres.

by Anne M. Ruffner
Anne M. Ruffner, Secretary

Noble L. Engle
WITNESS

WESTGATE ASSOCIATES #4, A General Partnership

by Jack V. Offord
Jack V. Offord

By John M. Baker
John M. Baker

by Stenberg Enterprises
Robert A. Stenberg
Robert A. Stenberg, Pres.

Perilla P. Stenberg
Perilla P. Stenberg, Vice-Pres.

STATE OF CALIFORNIA }
County of Tehama

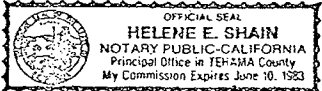
On September 22, 1980, before me the undersigned, a Notary Public, in and for said State, personally appeared Noble L. Engle known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That he resides at 510 Berrendos Ave, Red Bluff, that he was present and saw Floyd J. Wagner, Pres and Anne M. Ruffner, Secretary of WESTGATE ROAD ASSOCIATION personally known to him to be the person s described in and whose name s are subscribed to the within and annexed instrument, execute the same; and that the affiant subscribed his name thereto as a witness to said execution.
My commission expires 4/10/83
WITNESS INDIVIDUAL



Helene E. Shain
Notary Public

STATE OF CALIFORNIA }
County of Tehama

On Sept 24, 1980, before me, the undersigned a Notary Public, in and for said State, personally appeared John M. Baker, Jack V. Offord & Stenberg Enterprises Inc. Robert A. Stenberg, Pres & Perilla P. Stenberg, Vice Pres, known to me to be all the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
My commission expires 4/10/83
WITNESS INDIVIDUAL



Helene E. Shain
Notary Public

EXHIBIT "A"

Parcel 1 of Parcel Map No. 493, being a survey of a portion of Section 15, Township 27 North, Range 4 West, Mount Diablo Base and Meridian, as the same is shown on the Parcel Map filed in the Tehama County Recorder's Office, June 13, 1975 in Book 2 of Parcel Maps at page 110.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances in, under, and upon said property.

Exhibit "B-6"

The following is a sixty foot wide road and public utilities easement lying 30.00 feet on each side of the following described centerline:

Beginning at the Northeast corner of parcel 2 of parcel map 350, as recorded in book 2 of parcel maps at page 8 in the Official Records of Tehama County, Thence South $1^{\circ} 12' 11''$ West a distance of 512.62 feet to a point on the centerline of the existing roadway and utility easement shown on the above said parcel map 350 which is the true point of beginning of this easement description, Thence North $76^{\circ} 09' 34''$ East a distance of 384.83 feet, Thence North $58^{\circ} 18' 27''$ East a distance of 82.80 feet to an intersection point hereafter called "Point A", Thence continuing along the same bearing of North $58^{\circ} 18' 27''$ East a distance of 102.81 feet, Thence North $76^{\circ} 27' 36''$ East a distance of 436.07 feet, Thence North $38^{\circ} 19' 57''$ East a distance of 261.20 to a point at which the centerline of the within described easement intersects the north line of section 15, Township 27 North, Range 4 West, Mount Diablo Base and meridian, which is also a point on the centerline shown per Map 350.

The following is a sixty foot wide road and public utilities easement lying 30.00 feet on each side of the following described centerline:

Beginning at the above described intersection Point "A", thence North $30^{\circ} 39' 42''$ West a distance of 393.58 feet, thence North $55^{\circ} 12' 14''$ West a distance of 62.71 feet which is a point on the centerline of the road and utilities easement shown on Parcel Map 350 and a point on the north line of section 15, Township 27 North, Range 4 West, Mount Diablo Base and Meridian.

TEHAMA COUNTY

12916

Recorded at request of

John M. Baker

PO Box 134

Concord, CA. 94522

INDEXED
BOOK 842 PAGE 144

RECORDED AT REQUEST OF
Noble Engle
at *10* min past *10* A.M.

NOV 13 1980

OFFICIAL RECORDS
TEHAMA COUNTY, CALIFORNIA
FLOYD A. HICKS

Fee \$ *5-* Recorder *H*

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made and entered into by WESTGATE ASSOCIATES #4, a General Partnership, hereinafter referred to as "Declarant."

The Declarant is the owner of the following described real property situate in the County of Tehama, State of California, hereinafter referred to as the "Subject Property":

Parcels 1, 3 and 4 of Parcel Map No. 350, being a survey of a portion of Section 15, Township 27 North, Range 4 West, Mount Diablo Base and Meridian, as the same are shown on the Parcel Map filed in the Tehama County Recorder's Office, May 14, 1974 in Book 2 of Parcel Maps at Page 8. EXCEPTING THEREFROM all oil, gas and minerals and other hydrocarbon substances in or under said land;

Parcel 3 and 4 of Parcel Map No. 467, being a survey of a portion of Section 10, Township 27 North, Range 4 West, Mount Diablo Base and Meridian, as the same is shown on the Parcel Map filed in the Tehama County Recorder's Office, June 13, 1975 in Book 2 of Parcel Maps at Page 109. EXCEPTING THEREFROM all oil, gas and minerals and other hydrocarbon substances in or under said land;

Parcel 1 of Parcel Map No. 493, being a survey of a portion of Section 15, Township 27 North, Range 4 West, Mount Diablo Base and Meridian, as the same is shown on the Parcel Map filed in the Tehama County Recorder's Office, June 13, 1975 in Book 2 of Parcel Maps at Page 110 EXCEPTING THEREFROM all oil, gas and minerals and other hydrocarbon substances in or under said land.

BOOK 842 PAGE 144

DECLARATION OF RESTRICTIONS

NOW, THEREFORE Declarant declares that the Subject Property shall be held, owned, transferred, encumbered, used, sold and conveyed and occupied subject to the restrictions hereinafter set forth:

Mobile Homes: Mobile homes must be connected to a septic tank and leaching field system located and constructed in accordance with all applicable laws, regulations, ordinances and policies of the State of California and County of Tehama. Adequate skirts to enclosed the under-structure of a mobile home shall be required within 90 days after placement of the mobile home on the Subject Property. The minimum size mobile home permitted shall be 12 feet wide and shall contain no less than 500 square feet of floor space, exclusive of trailer, overhang or porches. At the time of it's initial placement within the Subject Property, no mobile home shall be more than 5 (five) years old.

Houses: All buildings for housing people shall be constructed of new materials, except that used brick and stone may be used. This requirement that new materials be used shall apply to all building for housing people, and to all additions to all structures, including both houses and mobile homes, which have as their purpose providing shelter to people. Thus the requirement of new materials applies to additions to conventional houses, modular houses, and mobile homes.

Plumbing Systems: Not withstanding and superseding all County, State and Federal construction and plumbing codes, all houses, modular houses and mobile homes shall contain a complete plumbing system including a flushing toilet, and hot and cold running water. Outdoor privies (outdoor toilets) as permanent structures shall in particular not be permitted.

A violation of these Restrictions shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value.

Should any provision of these Declaration of Restrictions be held invalid, the remainder of the provisions shall be not effected and shall remain in full force and effect.

A vote representing two-thirds of the twenty-four parcels which comprise the Subject Property shall be sufficient to change, modify or delete portions or all of these Restrictions.

Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of these Restrictions, either to restrain said violation, or to recover damages, or both.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictions on the 9th Day of April, 1980.

WESTGATE ASSOCIATES #4

By John M. Baker *John M. Baker*

By Jack V. Offord *Jack V. Offord*

By Stenberg Enterprises, Inc.

By Robert A. Stenberg *Robert A. Stenberg*

By Perilla P. Stenberg *Perilla P. Stenberg*

STATE OF CALIFORNIA

County of Tehama

ss.

On August 19, 1980, before me, the undersigned

a Notary Public, in and for said State, personally appeared John M. Baker & Jack V. Offord, and Stenberg Enterprises, Inc, consisting of Robert A. Stenberg, Pres. & Perilla P. Stenberg, Vice Pres. known to me to be all the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

My commission expires 6/10/83

Helene E. Shain
Notary Public

