

February 23, 1999

Greg Vorster
Rancho Murieta Association
7191 Murieta Parkway
Rancho Murieta, CA 95683

Subject: Lake Guadalupe Replenishment Water

Dear Greg:

Enclosed is my analysis of the water replenishment costs and availability. Since I used the rough water needs you gave me, my analysis should be considered preliminary until additional operational parameters are defined.

Aside from the costs and operations, long-term water availability is an issue. All water in the District is committed to specific uses and parcels and therefore, no water is available for new uses. To make water available for Guadalupe Lake replenishment, water must be found from previous commitments. My analysis shows the RMA parks water commitments and the effects of Guadalupe replenishment water on the water availability for future RMA parks.

If you agree with my analysis, I will be able to present this project to our Improvements Committee for a heads-up and conceptual approval. We will need to finalize a water use agreement once all parties agree on the project.

Please call if you have any questions.

Sincerely,

Edward R. Crouse
General Manager

cc: Steve Rosetta

GUADALUPE LAKE REPLENISHMENT ANALYSIS & COSTS

1. Lake area

970 ft.X 140 ft. = 135800 sf = 3.12 acres

2. Fill schedule and amount

Assume 2 ft in July and August

3. Fill quantity

Fill amount 2 ft
 2 feet X 3.1 acres = 6.2 acre-ft.

Ditch loss at 100% fill amount = 6.2 acre-ft.

Total 12.2 acre-ft.
 X 2 months 24.4 acre-ft.

Say 25 acre-ft.

4. Water costs

Calero raw water at \$ 38.10 acre-ft.

25 acre-ft. @ \$ 38.10 acre-ft. = \$ 953

OR

Treated water at \$ 0.0078 cubic ft. = \$ 340 acre-ft.

13 acre-ft. @ \$ 340 acre-ft. = \$ 4,417

5. Pumping costs from Calero

4 inch pump at 1200 gpm = 231,000 cf/day
 12 acre-ft. pumped at 231,000 cf/day = 2.26 days

Pump rental costs = \$ 550 per week X 2 month = \$ 1,100

Diesel Fuel

4.53 days @ 9.6 gal/hr X 24 hr X \$.80/gal X 2 refills = \$ 834

Diesel tank rental

Tank rental per month = \$ 325 X 2 months = \$ 650

CSD staff

2 men X 2 hr/day X 5 days @ \$42/hr = \$ 840

Total pumping costs \$ 3,424

6. Total costs to replenish Guadalupe Lake

Calero raw water = \$ 953 + \$ 3,424 = \$ 4,377

OR

Treated water = \$ 4,417 = \$ 4,417

7. Equivalent Dwelling Unit (EDU) calculation

25 acre-ft. = 1,089,000 cf, and
 1 EDU = 750 gallons/day/unit = 36,600 cf/EDU/yr
 Therefore
 25 acre-ft. = 29.8 EDU's say **30 EDU's**

8. RMA water availability

Per Water Supply and Acquisition Agreement, water allocated to RMA

Park	Acres	Allocated	EDU's Used	Available
RMPI North				
Clementia Community	14	50		50
Clementia Lakeside	7	25		25
Murieta Pkwy	10	36		36
Escuela	4	14		14
Stonehouse athletic	16	57	57	0
Calero lakeside	7	25		25
Riverview	6	22	11	11
Remote south	2	7		7
Total	66	236	68	168
Less Guadalupe replenishment				30
Total EDU's after Guadalupe replenishment				138

AUG 23 1999

**RECORDED REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

Weintraub Genshlea & Sproul
400 Capitol Mall, Suite 1100
Sacramento, CA. 95814
Attn: Curtis C. Sproul, Esq

(Space Above For Recorder's Use)

ASSESSMENT AND MAINTENANCE AGREEMENT

This Assessment and Maintenance Agreement (the "Agreement") is entered into on July 28, 1999 by and among RANCHO MURIETA ASSOCIATION, a California nonprofit mutual benefit corporation (the "Association"), STEVE and MARIE ROSETTA, DUANE and MYRTLE THOMPSON, PETER and LINDA GORDON, EUGENE and MARGO WONG, "MS COMMUNITIES, LLC", and the RANCHO MURIETA COMMUNITY SERVICES DISTRICT, a governmental agency ("RMCS D") hereby agree as follows:

RECITALS

A. The Association is a nonprofit corporation which owns, manages and maintains the common area parcels within that certain real estate common interest development located in Sacramento County, California and commonly referred to as "Rancho Murieta", which is sometimes referred to herein as the "development". The residential lots and common areas of Rancho Murieta are subject to a Second Restated Declaration of Covenants, Conditions and Restrictions for Rancho Murieta recorded on February 10, 1998, in the Official Records of Sacramento County, California as Instrument No. 19980210773 (the "Declaration"). Among other things, the Declaration imposes covenants, conditions and restrictions on the lands within Rancho Murieta and empowers the Association to levy assessments against its members who are the owners of residential Lots within the development.

B. Part of the Common Area of Rancho Murieta which is owned by the Association, is a lake commonly known as "Guadalupe Lake" surrounding which are clusters of townhouse style residences and single family home sites. The Common Area in which Guadalupe Lake is located is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Guadalupe Common Area").

C. "Rosetta, Thompson, Gordon, Wong" and "MS COMMUNITIES" (collectively, the "Developer") are owners of several townhouses and single family residential Lots adjacent to the Guadalupe Common Area which are more particularly described in Exhibit "B-1" the ("Townhouse Lots") and Exhibit "B-2" (the "MS COMMUNITIES Lots") (collectively, the Townhouse Lots and the MS Communities Lots being referred to herein as the ("Developer Lots"). In order to enhance the value, attractiveness and desirability of the homes constructed on the Developers' Lots, the Developers are willing to contribute funds to the Association, as described in Paragraph 1, below, which shall be used by the Association to install a fountain in the lake to improve the circulation and the quality of water. Collectively, these projects are referred to below as the "Developer Projects" and are more particularly described in Exhibit "C", attached hereto.

D. The Association believes that the Developer Projects will enhance the attractiveness of Guadalupe Lake as a visual and recreational feature of the Rancho Murieta development and for that reason the Association is willing to cooperate with the Developers in the Developer Projects on the terms and conditions set forth below. Such terms and conditions are intended to benefit the Guadalupe Common Area described in Exhibit "A" and to both benefit and burden the Developer Lots so as to constitute covenants running with the lands described in those three Exhibits and to be binding on the Association, the Developers, and the heirs, successors and assigns of the Association and each of the Developers, and the heirs, successors and assigns of the Association and each of the Developers who acquire title to any portion of such lands.

1. **Developers' Contribution on Account of Developer Projects.** As more fully presented in Exhibit "C", the Developers shall upon execution of this Agreement, pay the Association the sum of \$11,000.00 as their full contribution to the Developer Projects pursuant to this Agreement. Any additional expense of installing and completing the Developer Projects shall be the sole responsibility of the Association.

2. **Installation of Developer Projects.** Upon receipt of the Developers' contribution pursuant to Paragraph 1, above, the Association shall be responsible for installation of the fountain, the electrical service lines and the components required to operate the fountain. Installation of the fountain in Guadalupe Lake and the electrical service lines servicing the fountain shall be the responsibility of the Association, either through the use of its own personnel or independent contractors.

3. **Future Maintenance and Repair Responsibility.** All responsibility for the future repair, maintenance eventual replacement, and cost of operation of the improvements defined herein as the Developer Projects shall be the sole responsibility of the Association and shall be considered as an Association Common Expense as that term is defined in the Declaration, which Common Expense shall be funded in the manner described in Paragraph 4, below.

4. **Supplemental Assessment on Developer Lots.** The Developer Lots are subject to the Declaration and therefore the Owners of such Lots are liable for the payment of Assessments to the Association in accordance with Article IV of the Declaration. In addition to the assessment liability of the Owners of the Developer Lots pursuant to Article IV of the Declaration, the Developers and successor Owners of the Developer Lots agree that they shall be liable for payment to the Association of all expenses (including regular contributions to capital replacement reserves as and to the extent required by California Civil Code section 1366 or comparable superseding statute) related to the Association's obligation to maintain, repair,

operate and replace the facilities, equipment and improvements defined herein as the Developer Projects. Such costs shall include adding two feet of water twice a year to the lake. Such expenses shall constitute a supplemental assessment appurtenant to the Developer Lots and the aggregate annual amount of such expenses shall be allocated to and divided among the Developer Lots equally. This Supplemental Assessment shall be collected from the Owners of the Developer Lots at the same time as the Association's Regular Assessments and shall be subject to the provisions of Article IV of the Declaration to the same extent as any other Regular or Special Assessment of the Association with the following modifications:

The collection of this Supplemental Assessment shall commence on the first day of June 1999.

a) To the extent that a Special Assessment or an Emergency Assessment (as those terms are defined in the Declaration at Article IV, section 3 and 8, respectively) is required to fund any expense associated with the repair, maintenance or restoration of the improvements defined herein as Developer Projects, the Assessment shall be allocated among and assessed solely against the Developer Lots and the Owners of those Lots, rather than against all Lots subject to Assessment pursuant to Article IV of the Declaration; and

b) In the event that Member approval is required by Civil Code section 1366 to approve an increase in the Regular Supplemental Assessment or any Special Assessment relating solely to the repair, maintenance or replacement of improvements defined herein as Developer Projects, the required affirmative vote shall be the affirmative vote of the majority of the votes cast at a meeting or by written ballot by Association Members who are liable for payment of the Supplemental Assessment or Special Assessment under the terms of this Agreement, when the number of Members who are owners of Developers Lots attending the meeting or casting written ballots equals or exceeds a majority of all such Members.

5. **Covenants Running With the Land.** As stated in Recital "D", the above, it is the intention of the parties that the agreements set forth herein, including without limitation the future maintenance and repair obligations of the Association and the obligation of current and future owners Rosetta, Thompson, Gordon, Wong and MS Communities to pay the

Supplemental Assessments described in Paragraph 3, above, shall constitute covenants running with the lands described in Exhibit "A" "B-1" and "B-2" within the meaning of Civil Code Section 1468. As such the agreements and covenants benefit the land described in Exhibits "A" and benefit and burden the lands described in Exhibits "B-1" and "B-2" so as to be binding on the present and future owners of such lands.

6. **Effect of Unavailability of Water.** Installation of the Developer Projects improvements will necessitate the allocation by the RMCS D of additional 14.5 equivalent dwelling units (EDU's) of water to Guadalupe Lake from parks at other locations within the Common Areas of Rancho Murieta. It is the current intention of the Association to transfer those 14.5 EDU's from the allocation to the Clementia Community Park site to Guadalupe Lake. However, in the event that it becomes necessary at some future time to revert the appropriate EDU's to Clementia Community Park or their other point of origin, the Association, in its sole discretion, shall be entitled to do so, subject only to the obligation to reduce the Supplemental Assessment obligations of the Owners of Developer Lots to reflect any reduced Association expenses associated with the Developer Project improvements or their operation, including reduced expenses related to filling Guadalupe Lake.

7. **Assignment of Developer's Obligations.** If either Rosetta, Thompson, Gordon, Wong or MS COMMUNITIES make a bulk sale of any portion of the Lots they own which are described in Exhibits "B-1" and "B-2" respectively, to other developers or builders, Rosetta, Thompson, Gordon, Wong and MS Communities shall remain jointly and severally bound by this Agreement to install the Developer Projects unless the Association, in its sole discretion, consents to an assignment of either Developer's obligations hereunder.

8. **Enforcement of Agreement: Attorneys Fees.** If legal action by the Association is necessary to enforce the Developers' obligations hereunder, other than the payment of Assessments pursuant to Paragraph 5, above, the Developer or Developers who are in default agree to pay the Association reasonable attorneys fees and costs of suit. If either Developer or

its successor in interest as to any Developer Lot is in default in payment of any Supplemental, Special or Emergency Assessment described in Paragraph 5, above (as default in the payment of assessments being defined as provided in Article IV, section 10, of the Declaration), the Association shall be entitled to pursue all remedies described in Article IV, section 10, of the Declaration to the same extent as applicable to other delinquent Association Assessment obligations.

9. **Capitalized Terms.** Any terms which are capitalized in this Agreement which are not defined herein shall have the same meaning as ascribed to those terms in Article I of the Declaration.

RANCHO MURIETA ASSOCIATION, a
California mutual benefit corporation

By: *Charles J. Christian*
Signature
President
Title

CHARLES J. CHRISTIAN
Print name
7/28/99
Dated

STEVE ROSETTA

By: *Steve Rosetta*
Signature
7-28-99
Title

MARIE ROSETTA

Marie Rosetta
Print name
7-28-99
Dated

DUANE G. THOMPSON

By: *Duane G. Thompson*
Signature
Duane G. Thompson
Title

MYRTLE D. THOMPSON

Myrtle D. Thompson
Print name
7-30-99
Dated

PETER ALAN GORDON

Peter Alan Gordon
Signature

8/12/99
Date

LINDA JO GORDON

Linda Jo Gordon
Signature

8/12/99
Date

EUGENE WONG

Eugene Wong
Signature

9/14/99
Date

MARGO WONG

Margo Wong
Signature

9/14/99
Date

MS COMMUNITIES LLC, a California
limited liability corporation

By: *[Signature]*
Signature

By: Stephen Overhoff As General
Manager of Ron McKim Construction,
Title Inc. Its Managing Member

Print Name

Date

Read and Approve

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

By: _____
Signature

Title

Print name

Date

EXHIBIT "C"

Developer Contribution

- 5 horsepower floating fountain including (4) 500-watt underwater lights.
- Three tier fountainhead.
- One 230-volt single phase 50 amperage service and panel.
- Twice per year, the lake will be filled with two feet of water each fill.

EXHIBIT "B-1"

Legal Descriptions of Guadalupe Lake Lots

Lot #	Legal Description	Legal Owner
1690C	Lot 1690C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1694C	Lot 1694C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1696C	Lot 1696C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1700C	Lot 1700C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1702C	Lot 1702C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1706C	Lot 1706C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1708C	Lot 1708C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1712C	Lot 1712C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1713C	Lot 1713C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC

EXHIBIT "B-1"

Legal Descriptions of Guadalupe Lake Lots

Lot #	Legal Description	Legal Owner
1980C	Lot 1980C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC
1976C	Lot 1976C as said lot is shown on the map filed in Book 57 of Surveys, Map No. 32, Records of Sacramento County, California	MS COMMUNITIES, LLC

EXHIBIT "B-2"

Legal Descriptions of Guadalupe Lake Lots

Lot #	Legal Description	Legal Owner
1968T	All that portion of Lots 1968T and 1970T and Lot "C", as said Lots are shown on that map entitled "Rancho Murieta Unit No. 4", recorded in book 142 of Maps, Map No. 9, Official Records of the County of Sacramento, State of California	Eugene Wong and Margo Wong, Husband and Wife
1970T	All that portion of Lots 1970T and Lot "C", as said Lots are shown on that map entitled "Rancho Murieta Unit No. 4", recorded in Book 142 of Maps, Map No. 9, Official Records of the County of Sacramento, State of California	Duane G. Thompson and Myrtle D. Thompson, as Trustee of the Duane G. Thompson and Myrtle D. Thompson Revocable Living Trust dated 8/4/89
1972T	All that portion of Lots 1972T as shown on the map entitled "Rancho Murieta Unit No. 4", recorded in Book 142 of Maps, Map No. 9, Official Records of the County of Sacramento, State of California	Steve J. Rosetta and Marie Rosetta, as trustees of the Rosetta Family Living Trust dated May 28, 1977
1974T	All that portion of Lots 1974T as shown on the map entitled "Rancho Murieta Unit No. 4", recorded in Book 142 of Maps, Map No. 9, Official Records of the County of Sacramento, State of California	Peter Alan Gordon and Linda Jo Gordon, Husband and Wife as Joint Tenants

...HIBIT "A"

UNIT 4



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On July 30, 1999 before me, Danise D Mahnke, Notary Public

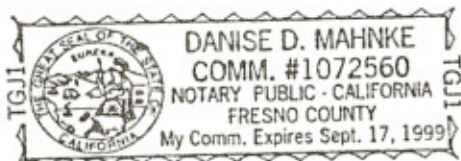
DATE

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

personally appeared Myrtle Dorothy Thompson

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.

Danise D. Mahnke
SIGNATURE OF NOTARY

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: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

assessment & maintenance agreement -
Guadalupe Lake
TITLE OR TYPE OF DOCUMENT

twelve
NUMBER OF PAGES

July 28 1999
DATE OF DOCUMENT

Rancho Murietta Assn. Rosetta,
Thompson, Gordon, Wong,
MIS Communities, Rancho Murietta
G.D.
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On July 28, 1999 before me, Danise D. Mahnke, Notary Public

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

personally appeared Charles J Christian

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.

Danise D Mahnke
SIGNATURE OF NOTARY

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

DESCRIPTION OF ATTACHED DOCUMENT

assessment and maintenance agreement - Guadalupe Lake
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July 28, 1999
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Rancho Muneta Ass'n.

Rosetta, Thompson, Gordon, King, MS Communities and Rancho Muneta CSD
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On July 28, 1999 before me, Danise D. Mahnke, Notary Public

DATE

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

personally appeared Duane G. Thompson

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.

Danise D. Mahnke
SIGNATURE OF NOTARY

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- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
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- GUARDIAN/CONSERVATOR
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NUMBER OF PAGES

July 28, 1999
DATE OF DOCUMENT

Rancho Murietta Association, Rosetta, Wang, Thompson, MS Communities, Rancho Murietta C.D.

SIGNER(S) OTHER THAN NAMED ABOVE

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On July 28, 1999 before me, Danise D. Mahnke, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Steve Rosetta and Marie Rosetta
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.

Danise D. Mahnke
SIGNATURE OF NOTARY

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- INDIVIDUALS
- CORPORATE OFFICER

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

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

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TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

July 28, 1999
DATE OF DOCUMENT
Rancho Murieta Association, Thompson, Gordon, Wong, MS Communities, & Rancho Murieta CSD.
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Placer } ss.

On 08/12/99, before me, Veronica C. Alvarez, notary public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Peter Gordon and Linda Jo Gordon
Name(s) of Signer(s)

personally known to me
 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/hers/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.

Veronica C. Alvarez
Signature of Notary Public

Place Notary Seal Above

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: Assessment + Maintenance Agt
Guadalupe Lake
 Document Date: 07/28/99 Number of Pages: 12

Signer(s) Other Than Named Above: Rancho Murietta Assn, Rosetta Thompson Wong, ms Communities, Rancho Murietta CSD.

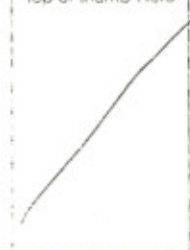
Capacity(ies) Claimed by Signer

Signer's Name: Peter Gordon and Linda Jo Gordon
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On 8/20/99, before me, Marcie Katsules Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Stephen Overhoff
Name of Signer

personally known to me
 proved to me on the basis of ~~satisfactory~~
~~evidence~~

to be the person whose name is/~~are~~
subscribed to the within instrument and
acknowledged to me that he/~~she/they~~ executed
the same in his/~~her/their~~ authorized
capacity , and that by his/~~her/their~~
signature on the instrument the person , or
the entity upon behalf of which the person
acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Marcie Katsules
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

Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On Sept. 14, 1999 before me, Danise D. Mahnke, Notary Public

DATE

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

personally appeared Eugene Wong + Maria Wong

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~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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.

Danise D. Mahnke
SIGNATURE OF NOTARY

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 S
- CORPORATE OFFICER

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

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

self

DESCRIPTION OF ATTACHED DOCUMENT

assessment & maintenance agreement - Guadalupe Lake

TITLE OR TYPE OF DOCUMENT

twelve

NUMBER OF PAGES

July 28 1999

DATE OF DOCUMENT

Rancho Marieta Assoc.
Rosetta, Thompson, MS
Communities, RMD CSD

SIGNER(S) OTHER THAN NAMED ABOVE