

RECORDING REQUESTED BY

CASTLE & COOKE SADDLE CREEK, INC

WHEN RECORDED RETURN TO

Castle & Cooke Saddle Creek Inc  
3840 Little John Road  
Copperopolis, CA 95228  
Attention: Billie B. Kane

**The Sterling Title Company hereby certifies that this is a true and correct copy of the original which has been recorded in the office of the Recorder of the County of Calaveras, State of California, on September 21, 2006, as Instrument No. 2006-18079 at 8:00 AM/PM By [Signature]**

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

**SUPPLEMENTARY DECLARATION**

**(Annexation of Saddle Creek Unit 5)**

**THIS SUPPLEMENTARY DECLARATION ("Supplementary Declaration") is made by CASTLE & COOKE SADDLE CREEK, INC., a California corporation, hereinafter referred to as "Declarant," as the owner/developer of that certain real estate project known as "Saddle Creek."**

**WHEREAS, Declarant is the owner of that certain real property located in the County of Calaveras, State of California, known as Saddle Creek Unit 5 described in Exhibit A attached hereto (the "Annexed Property");**

**WHEREAS, on February 1, 2000 Declarant caused to be recorded in the Official Records of Calaveras County that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Saddle Creek as Instrument No. 2000-1308 and on February 18, 2000, Declarant caused to be recorded in the Official Records of Calaveras County that certain First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Saddle Creek as Instrument No. 2000-2028 (collectively, the "Declaration");**

**WHEREAS, the Declaration establishes a general plan of covenants, conditions, restrictions and obligations for all property which may, from time to time, be subject thereto;**

**WHEREAS, Article XII, Section 12.3, of the Declaration provides in pertinent part that Declarant may, without the approval, assent or vote of any member of the Saddle Creek Homeowners Association (the "Association"), or any Member thereof, annex all or any portion of the Annexation Property described in the Declaration to the Declaration and jurisdiction of the Association;**

**WHEREAS**, the Annexed Property constitutes a portion of the Annexation Property;  
and,

**WHEREAS**, Declarant desires and intends that the Annexed Property shall be annexed pursuant to Article XII of the Declaration and that all owners, mortgagees, occupants, and other persons hereinafter acquiring any interest in the Annexed Property, or any part thereof, shall at all times enjoy the benefits of and shall hold their interest subject to the rights, easements, covenants, conditions, restrictions and obligations set forth in the Declaration and this Supplementary Declaration.

**NOW, THEREFORE**, Declarant, as the record owner of the Annexed Property, for the purposes set forth above, hereby declares that all of the Annexed Property is annexed pursuant to the Declaration and shall be held, sold and conveyed subject to the rights, easements, covenants, conditions and restrictions and obligations set forth therein and hereinafter set forth, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Annexed Property and be binding on all parties having any right, title or interest therein, or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion thereof.

## **ARTICLE I**

### **SUBMISSION TO DECLARATION**

Declarant hereby submits the Annexed Property to the Declaration and further submits to Annexed Property to the control of the Architectural Design Committee established pursuant to Article V of the Declaration. The Annexed Property shall be subject to, and shall benefit from all covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth in the Declaration and this Supplementary Declaration. The definitions and terms with initial capitalization, set forth in the Declaration, shall apply to this Supplementary Declaration.

## **ARTICLE II**

### **MINIMUM DWELLING SIZE; FOR SADDLE CREEK UNIT 5**

With respect to the Annexed Property, no Dwelling may be constructed or maintained unless the interior floor area of such Dwelling (excluding garage) contains the minimum interior floor area required by the Architectural Standards and/or as otherwise approved by the Architectural Design Committee. Such requirements may vary for different portions of the Development. Notwithstanding the foregoing, the Architectural Design Committee may approve a Dwelling that exceeds the stated maximum square footage limitations. For purposes of determining compliance with such standards, only the interior, habitable portions of the Dwelling shall be considered. Garage areas are excluded. The Architectural Design Committee may establish guidelines for the calculation of Dwelling sizes and shall have the authority to resolve any dispute as to the actual size of a Dwelling.

## **ARTICLE III**

### **FURTHER DECLARATIONS**

Declarant certifies and declares that:

- A. This Supplementary Declaration is in accordance with the terms of the Declaration;

B. All covenants, conditions, restrictions and easements contained in the Declaration shall apply to the Annexed Property; and

C. The name and address of the record owner of the Annexed Property is as follows:

Castle & Cooke Saddle Creek, Inc.  
3840 Little John Road  
Copperopolis, California 95228

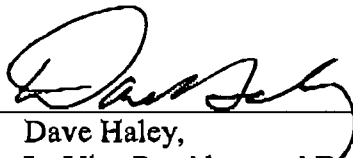
**ARTICLE IV  
AMENDMENTS**

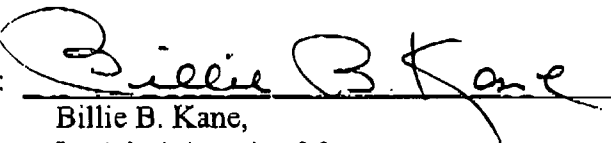
Declarant may unilaterally amend this Supplemental Declaration by recording a written instrument signed by Declarant within one (1) year from the date of recordation. Notwithstanding the foregoing, Declarant may unilaterally amend this Supplemental Declaration at any time by recording a written instrument signed by Declarant in order to conform this Supplemental Declaration to the requirements of the VA (Department of Veterans Affairs), FHLMC (Federal Home Loan Mortgage Corporation), FNMA (Federal National Mortgage Association), GNMA (Governmental National Mortgage Association) and/or the requirements of any federal, state, county, city or any other governmental agency then in effect.

IN WITNESS WHEREOF, this Supplementary Declaration is made by Declarant on September 19, 2006.

"Declarant"

**CASTLE & COOKE SADDLE CREEK, INC., a California corporation**

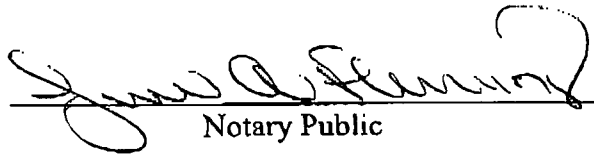
By:   
Dave Haley,  
Its Vice President and Division Manager

By:   
Billie B. Kane,  
Its Administration Manager

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF CALAVERAS )

On September 19, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **DAVE HALEY**, 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.

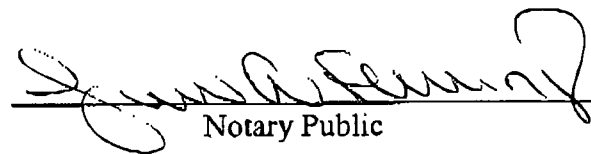
  
\_\_\_\_\_  
Notary Public



STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF CALAVERAS )

On September 19, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **BILLIE B. KANE**, 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.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Annexed Property-Saddle Creek Unit 5**

ALL THOSE CERTAIN LOTS AS SHOWN ON SADDLE CREEK UNIT 5, TRACT 94-545, RECORDED ON JUNE 8, 2006 IN BOOK 8 OF SUBDIVISIONS AT PAGE 34, *et seq.*, DOCUMENT NO. 2006 - 10942, IN THE OFFICE OF THE CALAVERAS COUNTY RECORDER.