DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARSON PASS PINES

This Declaration of Covenants, Conditions and Restrictions of Carson Pass Pines (the "Declaration") is made by the undersigned with respect to the following facts:

RECITALS

A. Carson Pass Associates, a joint venture ("Declarant"), created two real estate subdivisions developments in Amador County, California (the "Development"). The real property within the Development is more particularly described as follows:

Lots 1, 2, 3 and 5 through 35, inclusive, as shown on the map entitled "Carson Pass Pines Unit No.1" filed in the office of the Recorder of Amador County on October 2, 1972, in Book 3 of Maps, Pages 89 and 90 ("Unit No.1"); and

Lots 36, 37 and 39 through 104, inclusive, as shown on the map entitled "Carson Pass Pines Unit No.2" filed in the office of the Recorder of Amador County on January 3, 1974 in Book 4 of Maps, Pages 16 through 19, inclusive ("Unit No.2").

B. Declarant encumbered Unit No.1 by Recording a document entitled "Declaration of Restrictions Conditions and Agreements Affecting Real Property Situated in Unincorporated Territory in the County of Amador State of California" which was Recorded on October 2, 1972, in Book 232, Page 610 in the official records of Amador County, California, and as amended from time to time (the "Unit No.1 Declaration ").

C. Declarant encumbered Unit No.2 by Recording a document entitled "Declaration of Restrictions Conditions and Agreements Affecting Real Property Situated in Unincorporated Territory in the County of Amador State of California" which was Recorded on April 26, 1974, in Book 257, Page 159 in the official records of Amador County, California, and as amended from time to time (the "Unit No.2 Declaration").

D. The Unit No. 1 Declaration and the Unit No.2 Declaration (collectively, the "Original Declarations") established certain limitations, easements, covenants, and restrictions which ran with and were binding upon all parties having or acquiring any right, title, or interest in the real property comprising the Development.

E. Carson Pass Pines Maintenance Association, Inc. (the "Association") was incorporated March 10, 1978 for the purpose of maintaining the roadways within the Development. Declarant conveyed the roads, drives and courts within the Development to the Association pursuant to a quitclaim deed Recorded December 18, 1980 as Document No. 9028 (the "Roads").

F. The Original Declarations do not reference or provide to the Owners of Lots within the Development with information regarding the Association.

G. The Association and the Owners of Lots within the Original Developments desire to amend and restate in their entirety the Original Declaration to document each Lot Owner's membership in the Association and to establish the rights and obligations of Owners and the Association with respect to the maintenance of the roadways within the Development that are owned by the Association.

NOW, THEREFORE, the undersigned Owners and the Association hereby declare as follows:

1. The Original Declarations are hereby amended, superseded and restated in their entirety to read as set forth in this Declaration.

2. All of the real property comprising the Development is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the Development and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the real property comprising the Development and any part thereof.

3. The Association shall have the right to levy assessments against all Lots within the Development in order to obtain the funds necessary for the Association to discharge its obligations pursuant to this Declaration, provided that only those Owners of Lots that are served by the Association maintained Roads shall be assessed by the Association for the expenses attributable to the maintenance of the Roads.

4. All of the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable covenants that shall run with the real property comprising the Development, and shall be binding upon and inure to the benefit of each Owner of any portion of such real property or of any interest therein and their heirs, successors, and assigns who are Owners of the any portion of the Development pursuant to California Civil Code Section 1468.

ARTICLE I

Definitions

1.1 <u>Association.</u>"Association" means the Carson Pass Pines Maintenance Association, Inc., a California nonprofit mutual benefit corporation, and its successors and assigns.

1.2 <u>County</u>. "County" means the County of Amador, California, the County in which the Development is located.

1.3 <u>Declaration</u>. "Declaration" means this instrument, as it may be amended from time to time.

1.4 <u>Development.</u> "Development" means the property described in Recital A of this Declaration, together with all Improvements thereon.

1.5 <u>Governing Documents.</u> "Governing Documents" means the Articles, Bylaws, Declaration and the policies and resolutions duly adopted by the Board and distributed to the Members.

1.6 Lot. A "Lot" means any of the lots located within the Development.

1.7 <u>Owner</u>. "Owner" means the record owner, whether one or more persons or entities, of a fee interest in any Lot, including a seller under a contract of sale, but excluding those having such interest merely as security for the performance of an obligation.

1.8 <u>Record.</u> "Record" means, with respect to any document, the recordation or filing of such document in the Office of the County Recorder.

1.9 <u>Residence.</u> "Residence" means a private, single-family dwelling constructed or to be constructed on a Lot.

1.10 <u>Roads.</u> "Roads" means those roads, drives and courts described in the Quitclaim Deed referenced in Recital E, consisting of Prairie Drive, Overland Drive and Blaze Court within Unit No.1 and Wagon Wheel Drive, Kit Court and Overland Drive within Unit No.2.

1.11 <u>Subdivision Map</u>. "Subdivision Map" means the final subdivision maps more particularly described in Recital A of this Declaration.

ARTICLE II

Property Rights and Rights of Enjoyment

2.1 <u>Persons Subject to this Declaration.</u> All present and future Owners, tenants and occupants of Lots shall be subject to, and shall comply with, each and every provision of this Declaration, unless a particular provision is specifically restricted in its application. The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the occupancy of any Residence shall constitute the consent and agreement of such Owner, tenant or occupant that each and all of the provisions of this Declaration shall be binding upon such person and that such person will observe and comply with each and every provision of this Declaration.

ARTICLE III

Covenants and Use Restrictions

3.1 <u>Offensive Conduct: Nuisance.</u> No noxious, harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Roads or the use and enjoyment of their Lots or Residences.

3.2 <u>Animals.</u> The following restrictions regarding the care and maintenance of pets within the Development shall be observed by each Owner and resident:

(a) A reasonable number of common household pets may be kept on each Lot. No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot or in any Residence.

3.3 Trash Disposal.

(a) No trash, garbage, rubbish, fill materials, lawn and shrubbery clippings or other waste material of any kind shall be placed in the Roads or allowed to accumulate on any Lot unless stored in appropriate sanitary, covered disposal containers.

(b) No toxic or hazardous materials such as, but not limited to, fuels, oils, other petroleum products, chemicals, detergents or cleaners shall be disposed of within or adjacent to the Development by dumping them on the surface of ground, in drainage ways, or waterways.

3.4 <u>Compliance with Law.</u> Nothing shall be done or kept in or on any Lot that might increase the rate of, or cause the cancellation of insurance for the Development, or any portion of the Development. No Owner shall permit anything to be done including, but not limited to, hunting or discharge of firearms, nor allow anything to be kept in or on his or her Lot that violates the law, ordinances, statute, rule or regulation of any local, county, state or federal body.

ARTICLE IV

The Association

4.1 <u>Association Operations.</u> The Association, through the Board of Directors, shall manage and operate the Development in accordance with the applicable provisions of the Governing Documents and the applicable provisions of California law. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under the laws of the State of California, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

4.2 <u>Membership</u>. Every Owner of a Lot shall be a Member of the Association and shall remain a Member thereof until such time as his or her Lot ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged, alienated, or

otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

4.3 <u>Voting</u>. Only Members that are not delinquent in the payment of any Assessments shall be entitled to vote, and only one (1) vote shall be cast for each Lot, all as more particularly specified in the Bylaws

4.4 <u>Board of Directors.</u> The affairs of the Association shall be managed by or under the direction of a Board of Directors. The number and qualifications of Directors shall be as established in the Bylaws, and the members of the Board shall be elected as provided in the Bylaws. The Board of Directors shall have all of the powers and duties set forth in any provision of the Governing Documents, including without limitation such powers and duties as may be expressly set forth in this Declaration.

4.5 <u>Association Rules.</u> The Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations ("Rules") as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association.

4.6 <u>Insurance</u>. The Board shall procure and maintain liability insurance, as it shall deem proper.

ARTICLE V Maintenance of Property

5.1 <u>Association Maintenance Responsibilities.</u> The Association shall maintain, repair, and replace the Roads, keeping the same in good condition and repair. The Association shall provide for the removal of snow from the Roads. The Association is not responsible for removing any accumulation of snow at the entrance to driveways caused by snow removal activities on the Roads.

5.2 <u>Owner Responsibilities.</u> Each Owner shall be solely and exclusively responsible for the maintenance, repair and replacement of his or her Lot and all Improvements thereon, and shall keep the same in good and attractive condition and repair. The removal of any accumulation of snow at the entrance to driveways caused by the Association's snow removal activities on the Roads is the responsibility of the owners, tenants or occupants.

5.3 <u>Interference with Use of Roads.</u> No structure, planting or material shall be placed or permitted to remain within the Roads that may damage or interfere with the installation, maintenance and use of these areas.

ARTICLE VI

Assessments

6.1 <u>Agreement to Pay Assessments.</u> Each Owner, agrees, for each Lot owned, to pay to the Association or any successor, any Assessment levied in accordance with this Declaration, and to allow the Association or any successor to enforce any Assessment by any means authorized by law other than foreclosure.

6.2 <u>Scope of Assessment Authority.</u> The Assessments levied pursuant to this Declaration shall be used exclusively to fund and pay for the Road maintenance obligations and responsibilities set forth in this Declaration, and to enforce this Declaration, together with any reasonable costs of the Association, or any successor related thereto, including costs of insurance, collections. Lots within the Development that do not access the Roads shall be exempt from that portion of the Association's Assessments attributable to the Road maintenance obligations (the "Public Road Lots"). As of the Recording of this Declaration, the Public Road Lots are Lots 1,2, as shown on the Subdivision Map for Unit No.1 and Lots, 37, 39,49, 50, 51 and 83-94 as shown on the Subdivision Map for Unit No.2. If the Owner of a Public Road Lot desires to utilize the Roads for access to such Owner's Lot, the Owner and the Association shall Record an agreement acknowledging the termination of such Lot's designation as a Public Road Lot.

6.3 <u>Creation of Lien</u>. Each Assessment levied by the Association pursuant to this Declaration, shall be charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Association shall have a separate lien and a separate lien is hereby created upon each Lot to secure the payment of any such Assessments as may be levied under this Declaration. The lien provided for herein shall continue to secure all Assessments levied upon any Lot notwithstanding the transfer of Record title to such Lot, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a notice of delinguent Assessment has been recorded.

6.4 <u>Assessments as Personal Obligation of Owner.</u> Each Assessment or installment, together with any late charge, interest, collection costs, and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time such Assessment or installment becomes due and payable. If there is more than one Owner of a particular Lot, each co-Owner shall be jointly and severally liable. The personal obligation for any delinquent Assessment or installments and related sums shall not pass to an Owner's successor in interest unless the Association has Recorded a lien against the Owner's Lot as provided in Section 6.9, below, or unless the delinquent Assessment is expressly assumed by the successor in interest. No Owner of a Lot subject to Assessment may be relieved from the obligation to pay Assessments or installments by waiving the use or enjoyment of all or any portion of the Roads, or by abandoning the Lot.

6.5 Regular Assessments.

(a) Not less than forty-five (45) days prior to the beginning of the next fiscal year, the Association shall estimate the total amount required to fund the expenses for the next succeeding fiscal year, including additions to any reserve fund established to defray the costs of future replacement or additions to the Roads, by preparing and distributing to all of the Owners a budget (the "Budget"). The Budget shall segregate the expenses for the Public Road Lots and all other Lots within the Development.

(b) The total annual expenses estimated in the Budget, less projected income from sources other than Assessments, shall become the aggregate Regular Assessments for the next succeeding fiscal year; however, except as provided in subsection (c) below, the Association may not impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the immediately preceding fiscal year without the vote or written Assessment of the Owners of the Lots, constituting a majority of the votes.

(c) The requirement of a Lot Owner vote to approve Regular Assessment increases in excess of twenty percent (20%) of the previous year's Regular Assessment shall not apply to Assessment increases necessary to address emergency situations. For purposes of this subsection (c), an emergency situation is any of the following:

(i) An extraordinary expense required by an order of the court.

(ii) An extraordinary expense necessary to repair or maintain the Roads that could not have been reasonably foreseen by the Board of Directors in preparing and distributing the budget pursuant to subsection (a) above, provided that, prior to the imposition or collection of an Assessment under this subsection (ii), the Board of Directors shall prepare written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board of Director's findings shall be distributed to the Owners together with the notice of Assessment.

(d) Not less than forty-five (45) days prior to the beginning of the next fiscal year, the Association shall mail to each Owner, at the street address of the Owner's Lot or at such other address as the Owner may time to time designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year.

(e) If, for any reason, the Board of Directors fails to make an estimate of the expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year shall be assessed against each Lot Owner and his or her Lot on account of the then current fiscal year.

6.6 Special Assessments - Purpose of and Procedure for Levying.

(a) The Board of Directors may levy a Special Assessment if it, in its discretion, determines that the available funds are or will become inadequate to meet the estimated expenses, including the maintenance of appropriate reserves, for a particular fiscal year for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs to, or replacement of, capital Improvements or otherwise. The Board of Directors shall determine the amount necessary to meet the estimated expenses, and if the amount is approved by the majority vote of the Owners, it shall become a Special Assessment.

(b) After compliance with due process requirements, the Board of Directors may impose a monetary penalty and levy a Special Assessment against a particular Lot to reimburse the Association for costs incurred in repairing damage to the Roads, for which the Owner was allegedly responsible.

6.7 Allocation of Assessments.

(a) Except as provided in subsection (b) below, the Regular and Special Assessments levied by the Association shall be allocated so that each Lot pays an equal share.

(b) Special Assessments levied against a particular Lot to reimburse the Association and/or the other Owners for costs incurred in bringing the Owner into compliance with this Declaration shall be allocated solely to such Owner and his or her Lot.

6.8 <u>Assessment Period</u>. Unless the Owners determine otherwise, the fiscal year shall be a calendar year, and the Regular Assessment period shall commence on March 1 of each year and shall terminate on the last day of February of the following year.

6.9 Due Dates, Late Charges and Interest.

(a) At least ten (10) days prior to the commencement of any Regular or Special Assessment, each Owner shall be given written notice of the amount of Assessment, and the due date, or due dates if paid in installments, and the amount of each installment. The notice need only be given once for any Assessment paid in installments. Unless the notice specifies otherwise, the first installment due date shall be the first day of each fiscal year.

(b) Any Assessment payment, including any installment payment, shall become delinquent if payment is not received within thirty (30) days after its due date. There shall be a late charge of ten percent (10%) or ten dollars (\$10.00), whichever is greater. A late charge may not be imposed more than once on any delinquent payment, but it shall not eliminate or supersede any charges imposed on prior delinquent payments.

(c) Interest also shall accrue on any delinquent payment at the then current prime rate plus 2 percent. Interest shall commence thirty (30) days after the Assessment becomes due.

6.10 Enforcement of Assessments.

(a) The Association may enforce delinquent Assessments, including delinquent installments, by suing the Owner directly on the debt established by the Assessment. If the Association successfully sues an Owner for the nonpayment of Assessments, the Board of Directors shall be entitled to collect delinquent Assessments, accompanying late charges, penalties, or interest, reasonable attorneys' fees and costs and liquidated damages for the burden and expense of enforcement. Such liquidated damages shall be a sum equal to fifty percent (50%) of (and in addition to) its reasonable attorneys' fees. Such liquidated damages represent a reasonable sum considering the Association's small size, limited resources, and the significant burden placed on the Board of Directors to prosecute its collection efforts, and represents a fair and reasonable estimate of the costs that will be sustained by the Association due to the undertaking of an enforcement action, including administrative and other overhead costs. Each Owner by acceptance of the deed to a Lot each acknowledge that proof of actual damages would be costly and inconvenient.

(b) If an Owner is delinquent more than sixty (60) days in the payment of Assessments The amount of the Assessments, together with any late charges, interest and costs (including reasonable attorneys' fees) attributable thereto or incurred in the collection thereof, shall become a lien upon the Lot of the Owner so assessed upon the Recordation of a notice of delinquent assessment executed by two members of the Board of Directors. The notice of delinquent assessments shall set forth: (i) the amount of the delinquent Assessment(s) and other sums duly imposed pursuant to this article; (ii) the legal description of the Owner's Lot against which the Assessments and other sums are levied; (iii) the name of the Owner of such Lot; (iii) the name and address of the Association. Upon payment in full of the sums specified in the Notice of Delinquent Assessment, the Board of Directors shall Record a further notice stating the satisfaction and release of the lien thereof and a reasonable charge can be imposed for the preparation and recordation of that release. The lien proscribed by this section may only be enforced by judicial action and shall not be enforceable by a power of sale under Civil Code Sections 2924,

2924b, and 2924c. Each Owner of the deed to a Lot consents to the Association the right to Record a lien pursuant to this subsection (b).

6.11 <u>No Offsets.</u> All Assessments levied by the Board shall be payable in the full amount specified, including any interest and additional charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.

6.12 Maintenance of Assessment Funds.

(a) All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in an insured checking, savings or money market account in a bank or savings and loan association selected by the Board of Directors which has offices located within the County. The Board of Directors shall have exclusive control of such account and shall be responsible to the Owners for the maintenance at all times of accurate records thereof. The withdrawal of funds from this account shall require the signature of at least one (1) Board of Directors members.

(b) To preclude multiplicity of bank accounts, the proceeds of all Assessments may be commingled in one account and need not be deposited in separate accounts so long as the separate accounting records described herein are maintained. Any interest received on such deposits shall be credited proportionately to the balances of the various Assessment Fund accounts maintained on the books of the Association as provided in subsection (c) below.

(c) Except as provided below, the proceeds of each Assessment shall be used only for the purpose for which such Assessment was made, and such funds shall be received and held by the Association for such purpose. Notwithstanding the foregoing, the Board of Directors, in its discretion, may make appropriate adjustments among the various line items in the Association's approved general operating budget if the Board of Directors determines that it is prudent and in the best interest of the Owners to make such adjustments. If the proceeds of any Special Assessment exceed the amount required to accomplish the purpose for which such Assessment was levied, such surplus may, in the Board of Director's discretion, be returned proportionately to the contributors thereof, allocated to the reserve account if such account is, in the Board of Director's opinion, under funded, or credited proportionately on account of the Owner's future Regular Assessment obligations.

(d) For the purposes of accounting, but without requiring any physical segregation of assets, the Association shall maintain a separate accounting of all funds received by it in payment of each Assessment and all of the disbursements made there from, provided that receipts and disbursements of Special Assessments made pursuant to this article shall be accounted for together with the receipts and disbursements of Regular Assessments; and separate liability accounts shall be maintained for each capital Improvement for which reserve funds for replacement are allocated.

ARTICLE VII

Insurance

7.1 <u>Liability Insurance.</u> The Association shall procure and maintain at all times comprehensive general public liability insurance covering the Roads, insuring against the risks of bodily injury, property damage, and personal injury liability occurring or arising during the policy period. The insurance required under this paragraph shall have a minimum aggregate limit of at least \$1,000,000.

ARTICLE VIII

Amendment of Declaration

8.1 <u>Amendments to Declaration</u>. This Declaration may be amended in any respect by the vote or written consent of the Owners constituting a majority of the Lots subject to this Declaration. The amendment will be effective upon the Recording of a Certificate of Amendment, duly executed and certified by two (2) Board of Directors members setting forth in full the amendment so approved and that the approval requirements of this Section have been duly met.

8.2 <u>Reliance on Amendments.</u> Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE VIII General Provisions

9.1 Legal Remedies for Owner Noncompliance.

(a) The failure of any Owner to comply with any provisions of this Declaration shall give rise to a cause of action by any aggrieved Owner and the Association for the recovery of damages or for injunctive relief, or both.

(b) Before instituting any judicial action or other proceeding arising out of any Owner's or resident's failure or alleged failure to comply with any of the provisions of this Declaration, the entity or person who desires to initiate such action shall first make a good-faith attempt to mediate the dispute.

9.2 <u>Headings.</u> The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

9.3 <u>Severability of Provisions.</u> The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

9.4 <u>Cumulative Remedies.</u> Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

9.5 <u>Violations as Nuisance</u>. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by any Owner.

9.6 <u>No Discriminatory Restrictions.</u> No Owner shall execute or cause to be recorded any instrument that imposes a restriction upon the sale, leasing or occupancy of his or her Lot on the basis of races, gender, martial status, national ancestry, color, or religion.

9.7 <u>Liberal Construction</u>. The provisions of this Declaration should be liberally construed to effectuate its purpose. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision thereafter.

9.8 <u>Number. Gender. May, Shall.</u> The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine and neuter shall each include the masculine, feminine, or neuter as the context requires. The use of the term "may" in this Declaration indicates discretion or choice, and the use of the term "shall" in this Declaration means imperative, mandatory or imposing an absolute duty

9.9 <u>Binding Effect.</u> This Declaration shall inure to the benefit of and be binding on the successors and assigns, heirs, personal representatives, grantees and tenants, of the Owners.

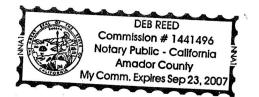
9.10 No Fixed Term. The Declaration shall continue in full force and effect until this Declaration is revoked.

9.11 <u>Notices</u>. Any notice permitted or required by this Declaration may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, first class or certified, postage prepaid, addressed to the person to be notified.

In WITNESS WHEREOF, Members of the Carson Pass Pines Maintenance Association, Inc., consisting of a least a majority of the owners of the separate interests in Unit 1 and Unit 2, hereby affirm, approve, and adopt this Declaration of Covenants, Conditions and Restrictions for Carson Pass Pines pursuant to Section 7 of Unit No. 1 Declaration and Section 7 of Unit No. 2 Declaration by means of the signatures of the President and Secretary of the Association.

Dated:	8	17	, 2006
	1		

CARSON PASS PINES MAINTENANCE ASSOCIATION, INC. Blaine D. Snyder Blaine Blaine



FORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California AMADOR County of On <u>AUGUST 17, 2006</u> before me, <u>DEB KEED</u>, Date Name and personally appeared <u>BlainE</u> D. SNY <u>dEC</u> Name

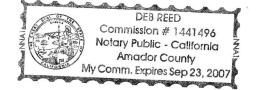
Veletetetetetetetetetetetetetete

personally known to me

Name(s) of Signer(s)

(or proved to me on the basis of satisfactory evidence)

BONNER



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.

Place Notary Seal Above

Signature of Notary

1

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: DeclarAtion OF	CETAS CARSON PASS FINES
Document Date: 8-17-06	Number of Pages:9
Signer(s) Other Than Named Above:	

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blaine D Suya	ER	Signer's Name: STEVEN J. C	SONALER
Individual		Individual	
□ Corporate Officer - Title(s):		□ Corporate Officer - Title(s):	
Partner – Limited General RIGHT THUMBPRINT		Partner — Limited General	RIGHT THUMBPRINT
Attorney in Fact	OF SIGNER	Attorney in Fact	OF SIGNER
□ Trustee	Top of thumb here	□ Trustee	Top of thumb here
Guardian or Conservator		Guardian or Conservator	
□ Other:		□ Other:	
Signer Is Representing:		Signer Is Representing:	

______ © 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

END OF DOCUMENT