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**DECLARATION OF RESTRICTIONS
RELATED TO ROAD MAINTENANCE
FOR MARTIS PEAK HOMEOWNERS ASSOCIATION**

Restating the Declaration originally recorded on May 1, 1990, as Recorder's Instrument No. 27297 in the Official Records of the Placer County Recorder, and recorded on June 7, 1990, as Recorder's Instrument No. 90 17983 at Book 3887, Pages 128-169, in the Official Records of the Nevada County Recorder, including all amendments thereto through December 31, 2002.

DECLARATION OF RESTRICTIONS
 RELATED TO ROAD MAINTENANCE
 FOR MARTIS PEAK HOMEOWNERS ASSOCIATION

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**DECLARATION OF RESTRICTIONS
RELATED TO ROAD MAINTENANCE
FOR MARTIS PEAK HOMEOWNERS ASSOCIATION**

The undersigned, all of whom own an interest in real property located in one of the subdivisions listed immediately below (collectively referred to hereafter as the "Subdivisions") hereby form, create, and join as members of the Martis Peak Homeowners Association, an unincorporated association (the "Association"), for the purpose, as more specifically set forth herein, of maintaining certain roads within the Subdivisions. The legal description of the real property owned by the undersigned is contained on the signature pages hereof. The Subdivisions encompassed by this DECLARATION OF RESTRICTIONS RELATED TO ROAD MAINTENANCE FOR MARTIS PEAK HOMEOWNERS ASSOCIATION (the "Declaration") are as follows:

Subdivision

Recording Information

Juniper Heights

All of that land as shown on the record of Survey for Juniper Heights, Ltd., being a portion of the North half of Section 11, the West half and the Southeast quarter of Section 12, the East half of the East half of the West half and the East half of Section 13, all in Township 17 North, Range 17 East, M.D.B. & M., as filed in the office of the Nevada County Recorder, on July 21, 1982, in Book 8 of Surveys at Page 209.

Juniper Creek Ranch

All of that land as shown on that Parcel Map for Center Realty Company, being Section 14 and a portion of Section 15, Township 17 North, Range 17 East, M.D.B. & M., as filed in the office of the Nevada County Recorder on September 22, 1971 in Book 2 of Parcel Maps, at Page 122.

Juniper Creek Ranch
Unit 2-A

All of that land as shown on Parcel Map 78-275 for Republic National Life Insurance Company, being a portion of Section 11, Township 17 North, Range 17 East, M.D.B. & M., as filed in the office of the Nevada County Recorder on April 3, 1980, in Book 14 of Parcel Maps, at Page 155.

Rolling Acres

All of that land as shown on the Record of Survey for Rolling Acres, Ltd., being a portion of the West half of Section 13, Township 17 North, Range 17 East, M.D.B. & M., as filed in the office of the Nevada County Recorder on January 10, 1984 in Book 9 of Surveys at Page 44.

Klondike Estates

All of that land as shown on Parcel Map 74629 for Klondike Estates Ltd., being a portion of Sections 14 and 23, Township 17 North, Range 17 East, M.D.B. & M., filed in the office of the Placer County Recorder on April 17, 1986, in Book 22 of Parcel Maps, at Page 89.

Tahoe Creek Ranch

Lots 1-10 as shown on Parcel Map No. 74701 recorded in the official Records of Placer County on March 27, 1989 in Book 24 of Parcel Maps, at Page 119.

The undersigned hereby declare and agree that their parcels of real property located in the Subdivisions and described on the signature pages hereof shall hereafter be held, sold, leased, mortgaged, encumbered, rented, used, occupied, improved and conveyed subject to all of the restrictions and other terms contained herein, which are imposed as equitable servitudes pursuant to the general plan for the maintenance of certain roads within Subdivisions, for the purpose of enhancing and protecting the value and desirability of their parcels of real property and of the Subdivisions, and every part thereof, and the restrictions and other terms contained herein shall run with the parcels of real property that are owned by the undersigned, and be binding on the undersigned and their successors and assigns, and all parties having or acquiring any right, title or interest in or to the parcels of real property owned by the undersigned, and shall inure to the benefit of each owner thereof. The undersigned agree that this Declaration shall become effective, and the Association shall come into existence, only when the Owners of at least 39 parcels of real property within the Subdivisions have signed it, at which time this Declaration may be

recorded against the parcels of real property owned by the undersigned and described opposite their signatures. The undersigned further expressly acknowledge and agree that even if less than all of the owners of parcels of real property located in the Subdivisions sign this Declaration, it shall nevertheless bind and inure to the benefit of all who sign it, and their successors and assigns, once it has been signed by the Owners of at least 39 parcels of real property within the Subdivisions.

Article I

DEFINITIONS

1. "Assessment" shall mean that portion of the cost of maintaining certain roads within the Subdivisions (including all those related costs and expenses as described in Article II and in subparagraph 3 of Article V) which is to be paid by each owner as determined by the Association.

2. "Association" shall mean and refer to the Martis Peak Homeowners Association (an unincorporated Association).

3. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

4. "Declaration" shall mean and refer to this DECLARATION OF RESTRICTIONS RELATED TO ROAD MAINTENANCE FOR MARTIS PEAK HOMEOWNERS ASSOCIATION, as amended or supplemented from time to time.

5. "Member" shall mean and refer to every Owner against whose parcel of real property this Declaration has been recorded.

6. "Mortgage" shall include a deed of trust as well as a mortgage.

7. "Owner" or "Owners" shall mean and refer to the record holder, whether one or more persons or entities, of a fee simple title to any parcel of real property which is located in the Subdivisions, but excluding those persons or entities having an interest merely as security for the performance of an obligation.

8. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

9. "Maintenance" shall be defined as those activities required to manage (1) the conditions of roads accepted by the Association and (2) unsafe conditions. These activities may also include repair or improvement of roadway features that cause or contribute to the degradation of the road surface or unsafe driving conditions. Maintenance activities may include the following: (1) widening of roads, including removal of upslope material; (2)

installation, renovation or repair of drainage structures; (3) purchase and installation of ¾-inch Class 2 base and/or recycled ground asphalt concrete (A/C) chip as road base material; (4) grading, compaction and addition of water to base material; (5) application of sand or chips and oil as a road base; and (6) use and replacement of asphalt concrete pavement to reduce maintenance requirements and increase traction on limited sections of the road system that the Board determines are significant ongoing maintenance and/or safety problems. A special assessment to apply asphalt concrete shall require approval of a majority of the membership.

Article II

PURPOSES OF ASSOCIATION

The purposes of the Association shall be to maintain those certain roads described herein, to make improvements to some or all segments of the road as the Board may from time to time deem advisable, to erect and maintain a gate(s) on any entrance road(s) to the Subdivisions, and to maintain facilities for collection and removal of garbage, and to take any and all steps reasonably related to the maintenance and improvement of such roads or gates, including the allocation of the Association's recoverable expenses among all Owners within the Subdivisions, billing all such Owners, collecting such amounts billed, contracting for necessary road maintenance work, gate maintenance work or improvement construction, entering into agreements for improvement and maintenance of garbage collection facilities, distributing newsletters and procuring liability insurance (including directors and officers coverage) for the Association, and conducting those related activities, such as membership meetings and meetings of Board of Directors, as are necessary to maintain the existence of the Association and inform its members of the Association's activities, needs, and accomplishments. The Association shall not be empowered to conduct any activities other than those specifically authorized in this Declaration or those that are incidental and necessary to those activities specifically authorized in this Declaration. The Association shall be specifically prohibited from imposing building size, color, architectural style, or other building, landscape or related requirements on its members.

Article III

MEMBERSHIP

1. Voting Rights. Every Owner against whose parcel of real property this Declaration has been recorded shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from such parcel of real property. Each Member shall be entitled to one vote; provided, however, that a Member owning more than one parcel of real property shall have one vote for each parcel owned. In the event that a parcel of real property is subdivided, the Owners of the newly created parcels shall be

entitled to one vote for each parcel owned. If one parcel is owned by more than one person, such parcel shall nevertheless be entitled to only one vote, to be exercised in the manner that the Owners among themselves determine.

2. Meetings of Members. The Members of the Association shall meet at least once per year, for the purpose of electing directors, at such time and place as determined by the Board of Directors. Written notice of the annual membership meeting shall be mailed at least 30 days prior to such meeting. Special membership meetings may be called at any time by a majority of the Board of Directors or by 20% of the voting power of the Members. Written notice of a special meeting shall be mailed at least 10 days prior to such meeting. At all membership meetings, each Member may vote in person, by written proxy, or by mail ballot. The presence in person, by proxy, or by mail ballot of Members representing 25% of the voting power of the Association shall constitute a quorum.

Article IV

BOARD OF DIRECTORS

1. Number, Term and Election. The affairs of the Association shall be managed by a board consisting of five directors, all of whom must be members of the Association. Each Director shall serve a term of two years with two Directors elected in even numbered years and three Directors elected in odd numbered years. The terms of office shall run from the annual membership meeting at which the Director is elected to the annual membership meeting two years hence. As soon as the Association has 39 members, a special election shall be held to elect the first Board of Directors, who shall serve until the first annual membership meeting. Vacancies on the Board of Directors may be filled by a majority of the remaining directors, even if only one director remains, or by the Members if the Board of Directors does not or cannot fill a vacancy. Any Member may nominate a director.

2. Meetings of the Board of Directors. Regular meetings of the Board of Directors may be held at such times and frequency as determined by the Board, but the Board must meet at least once per year. Special meetings of the Board of Directors may be called at any time by the president or by any three directors. Written notice of Board meetings shall be mailed to all Board members at least ten days prior to such meeting, unless notice is waived in writing or by a director's attendance at such meeting. A majority of directors shall constitute a quorum, and a majority of a quorum shall be empowered to make decisions and take actions authorized by this Declaration. Any regular or special meeting of the Board may be held by conference telephone so long as all Directors can hear one another. The Board may also take action by unanimous written consent, without a meeting.

3. Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

- a. Arrange for the maintenance of, and snow removal from, certain roads within the Subdivisions, as described in Article V of this Declaration.
- b. Maintain a policy of public liability insurance insuring the Association, its directors, officers, and Members against any liability incident to the Association's maintenance of those certain roads, as described herein. The limits of such policy of insurance and the deductible shall be determined by the Board of Directors, taking into account the nature of the risk of liability, the cost of insurance, and the budget of the Association.
- c. Fix, levy, collect and enforce assessments as set forth herein.
- d. Schedule, arrange for, hold, and record minutes of all membership meetings and director meetings as held pursuant to the terms of this Declaration.
- e. Enforce the terms of this Declaration, as set forth herein.
- f. Develop and maintain a rate sheet of all fees available to all members.

4. Selection of Officers. The Board shall select from the directors a president, secretary and chief financial officer. One person may hold two or more of these offices.

5. No Compensation. Neither the Association's directors nor officers shall receive any compensation for serving as a director or officer of the Association.

6. Indemnification. The Association shall indemnify any present or former director, officer, or other agent of the Association to the fullest extent authorized under California law and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding, consistent with California law.

Article V

MAINTENANCE AND IMPROVEMENT OF ROADS

1. Determining Maintenance or Improvement Needs. The Board of Directors shall determine, not less than annually, what maintenance and/or improvements are required on roads and gates that the Association maintains. In the case of improvements, the Board shall thereafter submit to the Association's members for approval by a majority of the voting power of the Association, either by voice vote or by written ballot, any special assessments for improvements which it proposes to be done. The Board of Directors shall contract, on behalf of the Association, for the necessary maintenance and/or any

improvements, at such times and with such persons or entities as the Board determines. In contracting for the road or gate maintenance, the Board shall make a good faith effort to obtain the best price for the work to be done, but shall not be required to obtain formal bids, nor required to accept the lowest price available if the Board determines, in good faith, that to accept such a price would not be in the best interests of the Association.

2. Identification of Roads to be Maintained. The Association shall maintain, in the manner set forth in this Declaration, any portions of Martis Peak Road, Juniper Creek Road, La Mirada Road, Crest Way, Valley View Road, and other roads providing access for Owners located within the Subdivisions, as well as that portion of Martis Peak Road that connects the Subdivisions with Glenshire Drive, that have been adopted by the Association. Any Owner may petition the Board to adopt further portions of these roads. Such petition will be accepted if the Board finds that the portion proposed for adoption has been improved to the specifications detailed in Article V, Section 3, below.

3. Standard for Newly Association-Adopted Roads.

Minimum Width: The minimum width of newly constructed road surface with road base material shall be 19 feet, excluding any required ditching or sloping of hillsides. Minimum centerline radius shall be 60 feet.

Minimum Subgrade Conditions: Subgrade shall be free of debris, roots, organics, deleterious material and expansive clays. The top 4 inches shall not contain rocks larger than 4-inches in any dimension. Subgrade shall be scarified, moisture conditioned and compacted to 90% maximum dry density as determined by ASTM D-1557 Method C. All unsuitable materials such as expansive clay, soft spots, and pumping material shall be removed and replaced with granular material.

Minimum Base Specification: Surfacing shall consist of a 3-inch layer of aggregate base Class II moisture conditioned and compacted to 95% of maximum dry density as determined by ASTM D-1557 Method C.

Minimum Drainage Specifications: Subgrade and base courses shall be graded to a 2% crown. Excavated drainage features, including side ditches, minor channel changes, inlet and outlet ditches, furrow ditches, ditches constructed along the road but beyond the roadway limits, culverts, and other minor earth drainage structures, shall be constructed using standard engineering design principles to protect the road system. The minimum depth of any ditch shall be 15 inches. Minimum culvert size shall be 18 inches. In some cases, where the watershed of a road system may collect large amounts of water, ditches of greater width and depth than these standards may be required.

Grade: 15% maximum grade. Grades greater than 15% may be approved by the Board if conditions dictate.

Side Slopes: Finished side slopes shall be left in a roughened condition to facilitate

the establishment of vegetative growth. Loose rocks larger than 6 inches in any dimension shall be removed from the slope. The tops of side slope excavation, excluding areas of solid rock, shall be blended with the adjacent terrain by rounding where possible.

The Board maintains the right to review proposed road improvement designs and inspect the finished road prior to adoption. If, in the opinion of the Board or its designated engineer, the proposed or completed road does not meet these standards, the Owner may submit design plans and calculations, stamped by a qualified engineer, for consideration of acceptance or rejection by the Board. Depending on topographic, density, or other natural constraints, Owners may petition the Board for an exception to these standards.

The Association shall not incur expenses to maintain or improve any roads within the Subdivisions except as defined in Article I, Section 9. If others perform improvements on any roads listed in Section 2, by bringing such roads into compliance with the specifications set forth above, or to a higher level, and obtain Board approval prior to commencement and upon completion of improvement activities, then the Association shall maintain such roads at that level.

4. Allocation of Expenses. The Board shall, not less than annually, allocate the expenses of road or gate maintenance or improvements, liability insurance, billing and collecting of assessments (including attorneys' fees), and the incidental costs of operating the Association and conducting Association meetings, including but not limited to legal and accounting costs, postage, photocopy expenses, letterhead and other mailing expenses, among all Owners. In allocating such expenses, the Board shall use a formula that is both proportional to the distance of each lot from Glenshire Drive and reflects the presence of a temporary or permanent structure. The current formula for allocating expenses and the current fee for any specific lot can be obtained by writing the Martis Peak Homeowners Association.

The Board shall, not less than annually, allocate the expenses of snow removal as follows:

90% of the cost for snow removal and snow removal guarantee charges, hereafter called Owners cost, will be assessed against all property owners who have residences or temporary or permanent structures on their property, hereafter called participating Owners. The remaining 10% of the snow removal and snow removal guarantee costs will be paid from the general road maintenance assessment fund.

The Owners cost for clearing snow off Martis Peak Road from Glenshire Drive to the driveway of Lot 1-D, Juniper Heights, will be shared equally among all participating Owners.

The Owners cost for clearing snow off the remaining portions of Martis Peak Road, and other roads maintained and being plowed by the Association, will be apportioned among all participating Owners located on those roads. The Owners cost for each segment of road will be divided by the number of participating Owners that use that

segment to reach their driveway. The smallest unit of measure is one-tenth of a mile, but the Board shall have the option of changing this unit.

5. Modification of Formula: The Board of Directors shall be entitled to alter the formula for allocating expenses so long as the change is applied equally to all Owners, and so long as such change is necessitated solely by unavoidable changes in such expenses. In the event that the Board of Directors alters the formula as permitted herein, it shall send notice of such increase or alteration, and such information as is necessary to explain and justify such increase or alteration, to all Owners within twenty (20) days of such approval.

6. Future Development: The undersigned acknowledge that, if there are future developments near the Subdivisions, which developments are willing or can be required to share the expense of maintaining the roads within the Subdivisions, the Board of Directors shall be entitled to adjust the formula for allocating expenses in any manner that the Board deems appropriate, to create a more equitable allocation, so long as such adjustment does not increase any Owner's assessment.

Article VI

INSTALLATION AND MAINTENANCE OF GATES

1. Installing and Maintaining Gates: The board shall have the power to design, locate, acquire land, whether by lease, easement or purchase, acquire insurance, construct base facilities, contract for installation, contract for maintenance, clean the area, and arrange for plowing.

2. Allocation of Expenses. The Board shall, not less than annually, allocate the expenses of the previously described gate installation and maintenance equally among all Owners.

Article VII

INSTALLATION AND MAINTENANCE OF GARBAGE FACILITIES

1. Maintaining Facilities for Garbage Collection and Removal. The Board shall improve and maintain facilities for garbage collection until such time as home collection is available. The board shall have the power to lease land, acquire insurance, construct base facilities, construct facilities to limit access, clean the area and arrange for plowing.

2. Allocation of Expenses. The Board shall, not less than annually, allocate the expenses of improving and maintaining garbage facilities equally among all Owners.

Article VIII

COLLECTION OF ASSESSMENTS

1. Billing, Interest, and Delinquency. After setting the appropriate assessment, the Association shall bill all Owners. Any such bill shall be sent to the Owner's last known address. It shall be the responsibility of the individual Owner to notify the Association, in writing, of any change of address, and until so notified, the Association shall be entitled to use the last known address. Assessments shall become due and payable immediately upon receipt, and shall be considered delinquent if unpaid 30 days after mailing. Any delinquent assessments shall bear interest at the rate of 12% per annum from the date the delinquency begins. The Association shall be entitled to recover, and may add to the balance of any delinquent assessment, all reasonable collection costs, including attorney's fees.

2. Members Agreement to Pay Assessment. The undersigned hereby covenant and agree to promptly pay to the Association the amount of any annual assessment and to allow the Association to enforce an assessment lien established hereunder by nonjudicial proceeding under a power of sale or by any other means authorized by law. The annual assessment, together with interest, reasonable collection costs and attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the property against which such assessment is made, the lien to become effective upon recordation of a Notice of Delinquent Assessment. Each such assessment, together with interest, reasonable collection costs and attorneys' fees, shall also be the personal, joint and several obligation of the persons who were the Owners of such property at the time when the assessment fell due. Sale or transfer of any parcel of real estate shall not affect the assessment lien. A recorded Notice of Delinquent Assessment shall be subject and subordinate to the lien of any mortgage or deed of trust upon the parcel of such Owner which is made in good faith and for value and is recorded prior to the recordation of such Notice of Delinquent Assessment. No sale or transfer shall release such parcel of real estate from liability for any assessments thereafter becoming due or from the lien thereof.

3. Recordation and Enforcement of Lien. If an assessment is delinquent, the Association may record a Notice of Delinquent Assessment and establish a lien against the parcel of real property of the delinquent Member prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law would be superior thereto, and (2) a lien or charge of any mortgage or deed of trust recorded prior to the recordation of the Notice of Delinquent Assessment. The Notice of Delinquent Assessment shall comply with California Civil Code §1367(b), or any successor statute thereto. An assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the Notice of Delinquent Assessment, or sale by a trustee substituted pursuant to Civil Code §2934(a). Any sale shall be conducted in accordance with the provisions of §§2924, 2924b, 2924c, 2924f, 2924g, and 2924h of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

Nothing herein shall preclude the Association from bringing an action directly against the Member for breaching the personal obligation to pay assessments. In the event that it is necessary for the Association to file suit to collect any delinquent assessment, or to enforce any other portion of this Declaration, the Association shall be entitled to recover its reasonable attorneys' fees and costs.

4. Collection of Assessments from Owners Who Are Not Members. In addition to the powers set forth above, the Association shall be entitled to take such steps as are reasonably necessary to collect assessments from those Owners who are not also Members of the Association, including but not limited to, filing suit against such Owners to collect such assessments. The Association shall be entitled to apply to a court of competent jurisdiction, pursuant to California Civil Code §845, for approval of the formula contained herein, so that such formula may be used and enforced against Owners who are not also Members of the Association.

Article IX

GENERAL PROVISIONS

1. Approval by Court. The Association shall be entitled, but not required, to submit this Declaration to a court of competent jurisdiction for approval; provided, however, that this Declaration shall be binding whether or not it is submitted to a court for approval.

2. Counterparts. The undersigned acknowledge that this Declaration shall be submitted to the Owners individually for signing, that less than all Owners may sign it, and that it may take a considerable period of time to obtain signatures. Therefore, this Declaration may be executed in one or more counterparts, all of which together shall constitute one and the same instrument, and each individual counterpart may be recorded separately and at different times, whether or not any such counterpart contains the signatures of all parties to this Declaration. In addition, once any counterpart has been recorded in a county, subsequent counterparts that are recorded in that county need not contain all of the terms contained herein, but instead may consist solely of a single page which refers to the recorded counterpart and which has the signature pages attached to it.

3. Governing Law. The construction of this Declaration, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

4. Forum. Any litigation to enforce or interpret the provisions of the Declaration or the parties' rights and liabilities arising out of this Declaration or the performance hereunder shall be maintained only in the courts in the County of Nevada, State of California, even though portions of the Subdivisions are situated in Placer County.

5. No Waiver. The waiver by the Association of the performance of any covenant, condition or promise shall not invalidate this Declaration, nor shall it be

considered as a waiver by the Association of any other covenant, condition or promise. The delay in pursuing any remedy or in insisting upon full performance of any breach or failure of any covenant, condition or promise shall not prevent the Association later from pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

6. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a means and method for the maintenance and/or improvement of the roads described herein, allowing for the installation and maintenance of gates as permitted herein, allowing for the improvement and maintenance of garbage collection facilities as permitted herein, the procurement of liability insurance as permitted herein, and the creation and operation of the Association, as set forth herein.

7. Adoption of Bylaws, Rules and Regulations. The Board of Directors may adopt such bylaws, rules and regulations as are necessary and appropriate to carry out the business of the Association. Emergency powers for the Martis Peak Board of Directors shall be defined as follows: Authority to take what action is needed to protect the lives and property of the owners by coordinating fire protection, restricting traffic flow as needed, and taking steps to assist ingress and egress in time of storms, snow, or flooding. The exercise of these powers must be for the benefit of all properties within our Association. The expenses must be approved by a majority of the Board.

8. Corporate Code. The Board of Directors may elect to incorporate the Association, and whether or not incorporated, may elect for the Association to be governed pursuant to portions, or all, of the California Nonprofit Mutual Benefit Corporation Law, California Corporations Code §§7110-8910, or any successor statutes.

9. Partial Invalidity. Each term, covenant, condition or provision of this Declaration shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

10. Amendment. Except as hereinafter stated in this Section 10 of Article VII specifically requiring a two-thirds vote of the Members, this Declaration (including Article II PURPOSES OF ASSOCIATION) may be amended only by the affirmative vote (in person, by proxy, or mail ballot) of Members representing a majority of the voting power of the Association. A two-thirds vote of the Members shall be required to amend the following specified provision(s): That portion of Article II PURPOSES OF ASSOCIATION which states: "The Association shall be specifically prohibited from imposing building size, color, architectural style, or other building, landscape or related requirements on its members."

11. Conflict With Other Covenants. In the event that there is any conflict between the terms of this Declaration and the terms of any other covenants, conditions, or restrictions applicable to any of the Subdivisions, the terms of this Declaration shall control.

IN WITNESS WHEREOF, the undersigned President and Secretary of the MARTIS PEAK HOMEOWNERS ASSOCIATION hereby certify and declare that, pursuant to the provisions of Article IX, Section 10, of the Declaration of Restrictions Related to Road Maintenance (the "Declaration"), the amendments contained in the foregoing Restated Declaration of Restrictions Related to Road Maintenance for Martis Peak Homeowners Association were approved by the affirmative vote of the requisite majority of the total voting power of the MARTIS PEAK HOMEOWNERS ASSOCIATION.

MARTIS PEAK HOMEOWNERS ASSOCIATION

Tom Hiatt, President

Marilyn Sunnergren, Secretary

State of California)
) ss.
County of Nevada)

On _____, before me, the undersigned Notary Public, personally appeared TOM HIATT and MARILYN SUNNERGREN, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for the State of California

(This area for official notarial seal)