

**AMENDMENT OF
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TRAILHEAD ESTATES**

That certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Trailhead Estates, executed by Stephen P. Elder (the "Declarant"), and Recorded on May 15, 2003 as Document No. 2003-0075027 of the Official Records of Placer County, California (as amended and restated, the "Declaration"), which Declaration amended and restated that certain Declaration of Covenants, Conditions and Restrictions of Trailhead Estates, executed by the Declarant, and Recorded on May 6, 2003 as Document No. 2003-0069410, which affects the real property more particularly described in Exhibit "A" attached hereto, is hereby amended in the following respects:

1. Section 7.01 of the Declaration shall be amended in its entirety to read as follows:

"Section 7.01. Common Area. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement within the Common Area. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area. In addition, no person shall remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area without express approval of the Association. Maintenance of Common Areas including fencing installed by Declarant on the perimeter of the project, pedestrian and equestrian trails, firebreaks, maintenance of emergency fire access easement over Lots 42 and 43 and Lot 1 (unless maintenance of same has been assumed by CSA No. 28, Zone 179) as shown on the Subdivision Map, other fuel management programs, and maintenance of the recreational facilities of the Properties shall be performed by the Association and shall be under the regular supervision of a registered forester, except as set forth in Section 7.03, below."

2. Section 7.03 of the Declaration shall be amended in its entirety to read as follows:

"Section 7.03. Fire Maintenance in the Common Area Meadow. Unless otherwise assumed by the Foresthill Fire Protection District, the Association shall perform fire prevention operations in the meadow located within the Common Area of Trailhead Estates. The initial Common Area fuel management plan approved by the County Development Review Committee after consultation with the California Fish and Game and Forestry Departments and the Foresthill Fire Protection District shall be implemented by the Association. Unless this function is being performed by the Foresthill Fire Protection District, the Association shall be required to treat all common areas for fire protection at a time and in a manner acceptable to both the California Departments of Fish & Game and Forestry and the Foresthill Fire Protection District. Fuel management of all Common Areas shall be the responsibility of the Association.

Notwithstanding the foregoing, in the event that the Association is abolished by the Members or the Association is otherwise unable to function in accordance with this Section 7.03, the Foresthill Fire Protection District shall cause the required work to be done, including, without limitation, mowing the meadow to reduce the fire hazard at a time and in a manner acceptable to both the California Departments of Fish and Game and Forestry; and will bill the subject landowners, or lean their property if necessary.”

3. Section 7.07 of the Declaration shall be amended in its entirety to read as follows:

“Section 7.07. Owner Maintenance Responsibility; Fuel Breaks Around Lots. Each Owner shall be responsible for the maintenance and repair of his or her Residence and Lot. Each Owner shall be obligated to comply with the Public Resources Code vegetation clearing requirements concerning removal of flammable vegetation for a distance of thirty to one hundred feet (30') to (100) from structures or to the boundaries of the Owner’s property line, as per Placer County Code, removal of tree limbs situated less than ten feet (10') above chimneys or stove pipes and removal of pine needles from roofs. If an Owner fails to comply with these requirements, the Association has the right to enter the Owner’s Lot in accordance with Section 3.07(b), above, bring the property into Code compliance and collect the cost of such work from the defaulting Owner as a Special Individual Assessment. Notwithstanding the foregoing, in the event that the Association is abolished by the Members or the Association is otherwise unable to function in accordance with this Section 7.07, the Foresthill Fire Protection District shall have the right to bring Lots into Code compliance and collect the cost of such work from the defaulting Owner. In any such case where the Foresthill Fire Protection District exercises such right, it shall also have the right to enter the Owner’s Lot in accordance with the Association’s rights under Section 3.07(b) of the Declaration, but only to the extent necessary to comply with the Public Resources Code vegetation clearing requirements concerning removal of flammable vegetation as set forth above.”

4. Section 8.19(a) of the Declaration is amended to delete the phrase “not to exceed one and one-half tons in gross weight” and to add a comma after the word “trucks” in the fourth line of that Section.

5. Section 8.19(c) is amended in full to read as follows:

“(c) Campers, boats, trailers, commercial vehicles with exterior signage and trucks must be parked on Lots either in a garage or in areas of the Lot that are screened from view from neighboring Lots and adjacent streets so as to reduce the visual blight that is often associated with the parking and storage of large vehicles, boats and trailers outside of an enclosed garage. Personal property other than vehicles shall not be stored in garages if such storage results in the elimination of one or more parking bays in the garage for the parking of a vehicle.”

6. Except as amended herein, the Declaration is confirmed and remains in full force and effect.

7. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Declaration.

8. Following approval of the foregoing amendments by the Members and Recordation of this Amendment, the Board of Directors shall be authorized to prepare and distribute to all Owners a conformed copy of the Declaration which incorporates these amendments and all prior amendments.

9. On _____, 2004, fifty-one percent (51%) of each class of Members voted by written ballot to amend the Declaration as set forth above, all in accordance with the procedures for amendment set forth in Section 17.02 of the Declaration as attested by the execution of this amendment by duly authorized officers of the Association, as required by section 1355, subdivision (a) of the California Civil Code. In addition, the County has consented to such amendment in accordance with Section 17.03 of the Declaration. As so amended, the easements, covenants, restrictions and conditions set forth in the Declaration shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.

10. All exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Trailhead Estates as of the date set forth below.

Dated: _____, 2004

TRAILHEAD ESTATES OWNERS' ASSOCIATION,
a California nonprofit mutual benefit corporation

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGMENT

State of California)
)
County of Sacramento)

On _____ ____, 2003, before me, _____ personally appeared _____ 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.

EXHIBIT "A"

DESCRIPTION OF COMMON AREA AND RESIDENTIAL PROPERTY

All that certain real Property situated in the unincorporated area, County of Placer, State of California, described as follows:

Lots "A", "B", "C", "D", "E", "F" and "G" and Residential Lots 1 through 59, inclusive, as shown on Common Area Map entitled "Tract No. 901, Trailhead Planned Unit Development, filed for record on May 6, 2003, in Book Y of Maps, Page 86, Placer County Records.

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

**WEINTRAUB GENSHEA CHEDIAK SPROUL
Law Corporation
Attn: Curtis C. Sproul, Esq.
400 Capitol Mall, Suite 1100
Sacramento, CA 95814**

(Space Above For Recorder's Use)

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