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Lodestar Homeowners' Association
P.O. Box 1783 Grass Valley, CA 95945

County of Nevada
Recorder's Office

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Nevada County Recorder

Gregory J. Diaz

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**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
LODESTAR SUBDIVISION**

THIS AMENDED DECLARATION pertaining to INSTRUMENT NUMBER 2005-0015501-00 previously recorded on April 27, 2005, is made this 17th day of April, 2008, by Lodestar Homeowners Association, a California non-profit corporation incorporated on October 5, 1977, hereinafter referred to as "ASSOCIATION." WHEREAS, ASSOCIATION is a duly organized homeowners association comprised of owners of certain real property located in the County of Nevada, State of California, legally described as Parcels 1 through 48. of Unit 1 of the LODESTAR SUBDIVISION as shown on the Subdivision Map of said subdivision recorded September 14, 1977, in the office of the County Recorder of Nevada County in Book 5 of Subdivision Maps at Page 59, and Parcels 49 through 142 and Parcel A of Unit 2 of LODESTAR SUBDIVISION as shown on the Subdivision Map of said subdivision recorded November 6, 1978 in the office of the County Recorder of Nevada County in Book 6 of Subdivision Maps at Page 14. NOW THEREFORE, ASSOCIATION declares that all of the parcels in the above described subdivision are held, transferred, conveyed, encumbered, hypothecated,

leased, rented, occupied and improved, subject to the provisions of this DECLARATION, all of which provisions are declared and agreed to be in furtherance of a common plan for the development, improvement and protection of value, desirability and attractiveness thereof for the use and benefit of each and every person owning said property at the present, or in the future. The provisions of this DECLARATION are intended to create mutual equitable servitudes and covenants that shall run with the land upon each of said parcels in favor of each and all other parcels, creating reciprocal rights between the respective owners of all such parcels and privity of contract and estate between the grantees of such parcels, their heirs, successors and assigns for the benefit of each and all other such parcels and their respective owners, both presently and in the future.

1. **DEFINITIONS:** The following terms as used in this DECLARATION are defined as follows:

A. "Association" shall mean the LODESTAR HOMEOWNERS' ASSOCIATION, a California non-profit corporation.

B. "Board" shall mean the Board of Directors of the Association.

C. "Articles" and "Bylaws" shall mean respectively the Articles and Bylaws of the Association.

D. "Subdivision" shall mean all that real property comprised of Unit 1 and Unit 2 of the LODESTAR SUBDIVISION as recorded in the official records of the County Recorder of Nevada County, State of California.

E. "Map" shall mean the Maps of Unit 1 and Unit 2 of the LODESTAR SUBDIVISION as recorded in the official records of the County Recorder of Nevada County, State of California.

F. "Parcel" shall mean and refer to any parcel of land of record as shown on the recorded subdivision map of Unit 1 and Unit 2 of the LODESTAR SUBDIVISION in the official records of the County Recorder of Nevada County, State of California.

G. "Improvements" shall mean all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, antennas and any other structures of any type or kind.

H. "Common Area" shall mean all of the rear property designated as parcel "X" on the map of Unit 1 of the LODESTAR SUBDIVISION as recorded in the official records of the County Recorder of Nevada County, State of California, and any parcel in the subdivision subsequently designated as a common area, together with all improvements which may at any time be constructed thereon including, but not limited to, recreational and community facilities.

I. "Single Family Residence" shall mean a residential dwelling constructed for the purpose of maintaining a common household in such dwelling.

J. "Owner" shall mean the record owner holding the fee simple title to any parcel in the subdivision, whether a person, persons, or legal entity, or any person, persons, or legal entity who has contracted to purchase the title to a parcel in the subdivision pursuant to a written agreement with the record owner of said parcel.

2. LAND USE: No parcel shall be used except for residential purposes and no buildings shall be erected, altered, placed, or permitted to remain on any parcel other than one single family residence, a private garage, and such outbuildings as are usually necessary for the raising and maintenance of domestic animals and livestock as are permissible within the subdivision in accordance with the terms and conditions hereinafter set forth.

**3. SINGLE FAMILY RESIDENCE
MINIMUM AREA AND**

CONSTRUCTION FEE: No single family residence shall be permitted on any parcel which possesses a fully enclosed floor area, exclusive of roof or unroofed porches, terraces, garages, carports, or other outbuildings, of less than ONE THOUSAND SIX HUNDRED (1,600) square feet. All residences in Lodestar shall be constructed on parcel site. These amendments covering minimum square footage and requirement to construct home on site shall not apply to structures existing or construction undertaken prior to its passage and recording. All residential structures are required to have a 5 in 12 or greater pitch roof over the primary living structure. Further, all drip line roof eaves on residential structures must be at least a 16 inch eave, measured in a horizontal plane. Property owners planning new construction must submit plans to the Board for referral to an Architectural review Committee. This amendment, passed in 2000, shall not apply to structures existing or construction undertaken prior to its passage and recording. Upon submission of plans for Architectural review the property owner shall also submit the sum of two thousand five hundred dollars (\$2,500.00) to be used by the ASSOCIATION to offset the infrastructure damage caused by and during the construction process. This amendment, passed in 2005, shall not apply to structures existing or construction undertaken prior to its passage and recording. (This amendment was approved in 2000 and recorded in 2001.

It was further amended to include the construction deposit that was approved in 2003 and recorded in 2004. The construction deposit was changed to a nonrefundable fee in 2005).

3A. MINIMUM LOT SIZE: No structures shall be constructed on any parcel of less than 5 acres in size.

4. MINIMUM LOT LINE SETBACKS: Any structure constructed upon a parcel, whether single family residence, garage, or outbuilding, shall be as follows:

- a. For the single family residence and appurtenant garage, whether attached, or detached, not less than twenty-five (25) feet from any boundary line of a parcel;
- b. For barns, outbuildings and other accessory buildings, not less than fifty (50) feet from any boundary line of the parcel.

5. TEMPORARY STRUCTURES: No structure of a temporary character, including but not limited to camper, mobile home, motor home, trailer, tent, shack, garage, barn, basement, or any outbuilding, shall be used on any parcel at any time as a residence, except for such temporary periods as may be necessary during the time required for the construction of a single family residence on said parcel, but in no event shall such temporary occupation exceed a period of ONE HUNDRED TWENTY (120) days.

6. EASEMENTS: Within such easements as have been designated as reserved for easement purposes within the subdivision, no structure, planting or other material shall be placed or permitted to remain which may damage, or interfere with the purpose for which the easement was reserved. The easement area designated on any parcel together with any improvements required for the purposes of said easement shall be maintained continuously by the owner of the parcel, except for such improvements for which a public authority, utility company, or the Association is responsible.

7. COMPLETION OF CONSTRUCTION:

Construction of any improvement, whether single family residence, garage, or outbuilding shall be pursued diligently to completion and any Improvements not so completed, or Upon which construction has ceased, for a period of 90 consecutive days, or which have been partially or totally destroyed and not rebuilt within a reasonable period of time shall be deemed a nuisance. In such event, the Association may enter upon said parcel to remove any such nuisance, or repair or complete the same, and the cost of such action shall be chargeable to the owner as a special assessment, and if unpaid, shall be added to and become a part of the annual assessment to which such parcel is subject.

8. NUISANCES: No noxious or offensive activities shall be carried on upon any parcel, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the adjacent parcel owners in the immediate neighborhood.

9. PARCEL MAINTENANCE: All parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to not constitute a hazard to health or safety, or unsightly such as to detract from the value of the parcels within the subdivision and any sewage disposal system contained in, or upon, any parcel, shall be maintained in accordance with the standards established by the California Water Quality Control Board, or its successors. If any parcel, or any sewage disposal system located thereon, is not so maintained, the Association shall have the right to take whatever action is necessary to remedy such condition, and for that purpose shall have the right to enter upon said parcel, and the cost of any action required by the Association to remedy the condition shall be chargeable to the owner as a special assessment and if unpaid by the owner, shall be added to and become a part of the annual

assessment to which such parcel is subject.
(1978 Amendment)

10. GARBAGE AND REFUSE

DISPOSAL: No portion of any parcel shall be used or maintained as a dumping ground for garbage, refuse, rubbish, trash, or any other such waste and any such waste shall be at all times kept in sanitary containers.

11. SEWAGE DISPOSAL: No individual sewage disposal system shall be installed or maintained on any parcel except a system that meets the standards as established for such a system by the California Water Quality Control Board and is approved and installed in accordance with applicable Nevada County standards and provisions.

12. FIRE PROTECTION AND SAFETY REQUIREMENTS:

All parcels and construction thereon must comply with the rules and regulations of the Consolidated Fire District and its successor in interest, including but not limited to the requirement that any pumps supplying water to a structure from a well or other source must have its electrical power source wired in such a fashion that the loss of electrical power to the structure as a result of an internal fire will not result in a loss, or interruption, of electrical power to the pump.

**13. DOMESTIC ANIMALS:
LIVESTOCK AND POULTRY:**

The maximum number of dogs, cats, or other household pets over six months of age, in total aggregate that may be maintained by an owner on any parcel shall be limited to not more than THREE (3). Livestock may be bred, raised and maintained for noncommercial purposes on a parcel in a ratio of not more than ONE (1) animal of a species per acre contained within the parcel. Poultry may not be bred, raised or maintained for commercial purposes. No more than FIFTY (50) fowl, or other small animals, shall be maintained on anyone-half (1/2) acre of area within a parcel. The raising of livestock and poultry as incidental to a 4-H or Future Farmers of America

project shall not be deemed to be a commercial purpose with the provisions of this restriction.

14. HUNTING: The hunting and/or trapping of any animals is prohibited within the subdivision except to the extent necessary for the control of loss or damage to poultry, livestock and any growing crops or ornamental plants by predatory animals and then only upon receipt of prior permission from the Board of Directors of the Association and any applicable regulatory governmental entities.

15. TREE REMOVAL: Trees shall not be harvested from any parcel for commercial purposes nor shall any tree over NINE (9) inches in diameter be removed from any parcel without the prior consent of the Association, except as incident to site preparation for construction purposes.

16. DRILLING AND MINING: No shafts, open excavations, drilling, quarrying or mining operations of any kind shall be permitted on any parcel, except for panning for gold in streams within the subdivision and such drilling as is necessary for water wells.

17. SIGNS: No sign of any kind shall be displayed to the public view on any lot except for professional signs of not more than FIVE (5) square feet advertising the property for sale or lease.

18. MOTORCYCLES: No motorcycle, motor bike or trail bike may be operated on the roads within the subdivision.

19. USE OF ROADS:

A. All roads commonly maintained within the subdivision are hereby dedicated for equestrian use. The maximum permissible speed limit on any roads within the subdivision shall be twenty five (25) miles per hour. All roads within the subdivision have been offered for dedication to the County of Nevada and at such time as the County accepts any road in the subdivision

as a public road, to the extent they are controlling, applicable state and county laws and ordinances will supersede any provision contained herein.

B. An encroachment onto any paved Lodestar roadway from a privately owned road or driveway (not community owned) shall have and consist of asphalt, concrete or Portland Cement Concrete or Chip and Seal; it shall extend for a minimum of 10 feet deep from the edge of the roadway and shall be 20 feet wide at the intersection of the roadway. If physical constraints make it impossible to comply with this stipulation, it will be necessary for the property owner to seek a variance from the Board. (This amendment was approved in 2000 and recorded in 2001.)

20. USE AND ENJOYMENT OF

COMMON AREA: The Association shall serve as trustee for the benefit of all parcel owners, owning parcels within the subdivision, and every owner shall have a right and easement of enjoyment in and to parcel "X" and any other land within the subdivision subsequently designated as a common area, which rights shall be appurtenant to and shall pass with the title to every parcel, and shall not be severed therefrom, subject to the following provisions:

A. The right of the Association to charge a reasonable fee in the form of an annual assessment for the maintenance of all common facilities within the subdivision, including but not limited to, the maintenance of roads, gates, parcel "X", and any parcel subsequently designated as a common area and any recreational facilities constructed or situated upon said common areas;

B. The right of the Association to suspend the voting rights and rights to use the common area and the recreational facilities located thereon by a member. (1) for any period during which any assessment against that member's parcel remains unpaid; or (2) for a period, not to exceed thirty (30) days, for any act by a member determined to have been an infraction of the Articles and Bylaws of the Association, or its published

rules and regulations, by the Board at a hearing held at a time and date of which the member has had not less than three (3) days advanced notice and at which the member is provided with an opportunity to be heard.

C. The limitation that horses and other livestock will not be permitted upon parcel "X", or any parcel subsequently designated as a common area within the subdivision, except at those areas established for the hitching and/or tethering of such animals.

D. The right, specifically granted hereby of the members of the Consolidated Fire District and its successors to the use of all, or any part, of the roads within the subdivision, parcel "X", or any parcel subsequently designated as a common area within the subdivision, or any recreational facility situated in or upon said common areas, at the discretion of the Board of Directors of the Consolidated Fire District or its successors.

E. Any attempt to transfer apart from a parcel, or to sever from a parcel, the right and easement of enjoyment, created herein, in and to parcel "X" and any other land within the subdivision subsequently designated as a common area, shall be a nullity and void at the outset.

21. DELEGATION OF USE: Any owner may delegate, subject to any limitation contained in the Articles and Bylaws of the Association, his right of enjoyment and use of the roads, parcel "X", and any parcel subsequently dedicated as a common area and the use of any recreational facilities located in and upon such common areas, to the members of his family, his guests, his tenants, or contract purchasers who reside on his property.

22. LODESTAR HOMEOWNERS ASSOCIATION:

A. The Association is a California non-profit corporation organized to maintain the roads, water storage tanks for fire protection purposes, gates, parcel "X", and any other parcel subsequently designated as a common area and any recreational facilities located in

and upon said common area within the subdivision.

B. Membership in the Association is limited to the owners of parcels within the subdivision, except for such parcels as are owned by a public agency, or entity, and is automatic with and appurtenant to such ownership. It shall not be separated from ownership of any parcel nor shall any person who is a non-owner become a member.

C. The Association shall have one class of voting membership. Voting members shall be all owners, or any public entity, or agency, and each such owner shall be entitled to one vote for each parcel owned, regardless of the size of said parcel.

When more than one person holds an interest in any parcel, all such persons collectively shall be classified as the owner of the parcel and the vote for such parcel shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast with respect to any parcel.

D. The rights, duties, privileges and obligations of membership in the Association, including voting rights, and the rights, duties and obligations of the Association and its Board of Directors are more fully set forth in the Corporation Articles and Bylaws.

23. COVENANT FOR MAINTENANCE ASSESSMENTS: Pursuant to the powers granted to it in its Articles and Bylaws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all parcels in the subdivision, and each owner of any parcel by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such annual assessment and special assessments. Annual assessments shall be uniform as to all parcels within the subdivision except for such differences as are created by the incorporation of special assessments against a particular parcel. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge upon the land and shall be a continuing lien upon the

property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the persona obligation of the person, or persons, who was the owner of such parcel at the time when the assessment fell due.

24. ASSESSMENTS:

A. Annual Assessments:

(1) The annual assessment levied by the Association shall be used exclusively for the maintenance of the roads, to include maintenance of the easement granted to each property owner individually on the part of the road "Lodestar" through "Sunshine Valley" to County Road "Dog Bar", gates, water storage tanks (3) for fire protection, parcel "X", and any parcel subsequently dedicated as a common area and any recreational facilities in and upon said common area within the subdivision. (This amendment was approved in March 2008)

(2) The annual assessment shall be the sum of \$375.00 per parcel, due on January 1 of each calendar year. The amount of the annual assessment may be increased or decreased by vote of members holding 51% of the voting rights entitled to vote.

(3) The Board shall have the authority to expend up to the sum of TEN THOUSAND DOLLARS (\$10,000) without prior approval from the Association, to carry into effect any of the purposes declared herein. Any expenditure in excess of the sum of TEN THOUSAND DOLLARS (\$10,000) shall require the affirmative vote of members holding 51% of the voting rights entitled to vote. (This amendment to Article 24, Paragraph A(4) of the Lodestar Homeowners Association Bylaws was approved and recorded in 1991.) The only exception to this stipulation shall be expenditures for road repairs. Such expenditures (for road repairs only) may be written in excess of \$10,000 without prior approval from the members of the Lodestar Homeowners' Association.

(This amendment was approved in 2000 and recorded in 2001.)

(4) All monies collected by the Association as the proceeds from annual and special assessments shall be maintained in an interest bearing account.

(5) At such time as the Board has accumulated the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) in such interest bearing account, the Board in its discretion may waive the requirement of annual assessments until such time as the amount on deposit in said interest bearing account drops below said sum.

B. Special Assessments:

(1) Special assessments may be made by the Board from time to time, as they are necessary, against the owners and the parcels of said owners for the reasonable costs incurred by the Association to remedy and correct conditions in and upon said parcels in accordance with the provisions of Sections 7 and 9, contained herein. Such special assessments will be reasonably related to the costs incurred by the Association and shall become a part of the annual assessment against said owner and said parcel.

(2) Any special assessments, such as for maintenance of roads, water storage tanks for fire protection, gates for security, and improvements to parcel "X", shall require the affirmative vote of members holding 51 % of the voting rights entitled to vote.
(Proposed 1996 Amendment)

25. ANNUAL ASSESSMENT DUE DATE, COLLECTION, LIEN AND ENFORCEMENT:

A. The annual assessment provided for herein shall commence upon January 1, 1978 for Unit 1 and January 1, 1979 for Unit 2 and continue annually thereafter on the first day of January in each succeeding year and shall become due and payable not later than the first day of March immediately following in the year in which the

assessment is made, unless changed by resolution of the Board. Written notice of the annual assessment shall be sent to every owner, by the Treasure of the Association. It shall be the personal obligation and responsibility of each parcel owner to provide the Treasure of the Association with said owner's current mailing address.

B. After the commencement dates of the annual assessments provided for herein, upon the sale or transfer of any parcel in the subdivision. The annual assessment for that parcel shall be prorated between the grantor and grantee in like manner as real property taxes.

C. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the rate of ten (10) percent per annum from the date of delinquency, and costs of collection and attorneys' fees, if any, shall constitute and become a lien on the parcel so assessed when the Board causes to be recorded in the offices of the County Recorder of Nevada County, California, a notice of assessment which shall state the amount of such assessment and such other charges and the legal description of the parcel which has been assessed. Such notice shall be signed by the Treasure of the Association on behalf of the Association. Upon payment of such assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time thereafter, cause to be recorded a further notice stating the satisfaction and release of said lien.

D. Such liens shall be prior to all other liens recorded subsequent to said notice of assessment, except for any governmental liens for taxes and other governmental assessments having statutory priority. Conveyance of any parcel shall not affect any lien for assessments provided for herein, and such liens shall attach to the parcel and run with the land to all subsequent transferees.

E. The lien provided for herein may be foreclosed by suit in behalf of the Association in like manner as any trust deed, and in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy which is available to the Association at law or in equity against any owner for the collection of any monies due as a result of such assessment.

F. The Association shall not transfer membership on its books, or allow the exercise of voting rights or use of the Common Area or its facilities to any owner or any person claiming under them, including subsequent assigns or transferees, unless or until all such assessments and charges to which the parcel relating to said membership has been paid.

26. EXEMPT PROPERTY: All properties dedicated to, and accepted by, a state or local governmental entity or authority shall be exempt from the assessments created herein.

27. CONDEMNATION OR DESTRUCTION OF COMMON AREAS:

If at any time, any portion of a common area, including, but not limited to, parcel "X", or any parcel in the subdivision subsequently designated as a common area, or any improvements or facilities constructed on any such common area, or any interests therein, be taken by right of eminent domain, or by private purchase in lieu of eminent domain, or become destroyed in a manner covered by insurance, the entire award, or insurance proceeds, shall be paid to the Association, or its successors in interest. No member of the Association, or its successor in interest, shall be entitled to participate as a party in any proceeding, except to the extent of being called as a witness, and/or participate in any award which so results, except to the extent of said member's receiving a prorata share in the event of dissolution of the Association.

28. ENFORCEMENT:

A. Each person for whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence or continuation, or violation, of any provision of this Declaration, and in the event that it becomes necessary for said party, or parties, to institute legal proceedings for such purpose, the prevailing party shall be entitled to all costs including reasonable attorneys' fees related to the prosecution of such proceedings.

B. In addition, the Board may suspend all voting rights and all rights to use the common areas by any owner for any period for which the Association assessment against such owner remains unpaid, or during the period of any violation of the provisions of the Declaration by such owner, after the Board has declared and served notice on the owner affected of the existence of the assessment or violation.

C. The remedies specified herein are cumulative and nonexclusive such that resort to them shall not be deemed a waiver, or to preclude resort to any other remedy available at law or in equity for the enforcement of the provisions contained in this Declaration. No delay or failure on the part of the Association, or any owner, to invoke an available remedy with respect to a violation of any provision of this Declaration shall be deemed to be a waiver by that party of any right available to him upon recurrence or continuance of said violation or the occurrence of a different violation.

29. ACCEPTANCE BY GRANTEE OR SUBSEQUENT TRANSFEREE:

Each grantee, purchaser, or subsequent transferee of any parcel shall by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from a subsequent owner, or transferee, of such parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the

jurisdiction, rights, powers and privileges of the Association. By acceptance of such deed or execution of such contract, such grantee, transferee, or purchaser shall for himself, his heirs, successors and assigns in interest, covenant, consent and agree to with the owners of each and all other parcels in the subdivision and their subsequent grantees, transferees or purchasers, to keep, observe, comply with and perform all of the provisions and terms of this Declaration.

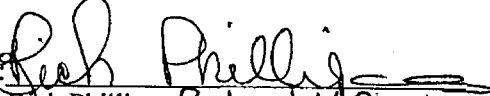
30. SEVERABILITY: Each and every provision of this Declaration is and shall be independent of and severable from any other provision herein. If any provision shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall remain in full force and effect.

31. TERM: The provisions, terms, covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive years of ten (10) years.

32. AMENDMENTS: This Declaration may be amended by an instrument duly executed by members holding TWO-THIRDS (2/3) of the voting rights of the Association entitled to vote upon its being duly recorded with the County Recorder of Nevada County as an amendment to this Declaration.

In witness whereof, the undersigned being the "Association" herein, has executed this declaration on this, 11 day of April, 2008.

By: 
Mike Hauser MICHAEL J. HAUSER
President of Lodestar Homeowners Association

By: 
Rich Phillips RICHARD M. PHILLIPS
Treasurer of Lodestar Homeowners Association

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

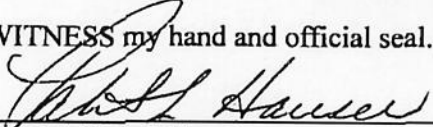
County of NEVADA

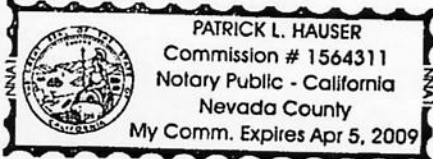
On April 17, 08 before me, Patrick L. Hauser, Notary Public
(Here insert name and title of the officer)

personally appeared Michael J. Hauser & Richard M Phillips

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Amended Declaration of estate
(Title or description of attached document)

Los Estrin Subdivision
(Title or description of attached document continued)

Number of Pages 9 Document Date 4/17/08

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____