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**WEINTRAUB GENSHEA & SPROUL**  
Law Corporation  
Attn: Curtis C. Sproul, Esq.  
P.O. Box 15208  
Sacramento, California 95851-0208

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County of  
Placer  
Mary Ann Hulse  
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9:57am 18-Dec-92

SG 7

**SECOND AMENDMENT OF DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HAMPTON VILLAGE**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hampton Village ("Declaration"), executed by Southfork Partnership, a California general partnership ("Declarant"), and recorded on July 13, 1987, in Book 3226, Page 448, of the Official Records of Placer County, California, which Declaration affects all of the Properties more particularly described in Exhibit "A" and commonly known as "Hampton Village", is hereby amended in the following respects:

1. Section 3.04C on page 3-2 is amended to insert the following phrase in place of the word "vans": "commercial vans used in a trade or business".

2. Section 3.04E on page 3-3 shall be amended in its entirety to read as follows:

E. All garages shall be maintained in a neat and orderly condition and garage doors shall be kept closed except during the time required for vehicles to enter or exit the garage or when individuals are working within the garage.

3. The first four sentences of section 3.20 on page 3-9 are eliminated in their entirety and the following is hereby substituted therefor:

The committee shall consist of three owners appointed by the Board.

4. Sections 5.03 and 5.04 on pages 5-1 and 5-2 are amended in their entirety to read as follows:

5.03. Voting Rights of Members. Each member of the Association shall be entitled to one vote for each Lot owned by said Member. When more than one person holds an interest in any Lot, all such persons shall be Members, although in no event shall more than one vote be cast with respect to any Lot. Voting rights may be temporarily

suspended under those circumstances described in section 12.01 of this Declaration.

Section 5.04 shall be designated as being "reserved".

5. Sections 7.04 through 7.08, inclusive, on pages 7-2 through 7-6, are amended in their entirety to read as follows:

7.04. Regular Assessments.

(a) Preparation of Annual Budget; Establishment of Regular Assessments. Not less than 45 nor more than 60 days prior to the beginning of the association's fiscal year, the board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to any reserve funds established to defray the costs of future repairs, replacement or additions to the Common Facilities) by preparing and distributing to all Association Members a budget satisfying the requirements of article XII, section 5 of the Bylaws.

(b) Establishment of Regular Assessment by Board/Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year; provided, however, that, except as provided in subparagraph (c) below, the Board of Directors may not impose a Regular Assessment that is more than 20 percent greater than the Regular Assessment for the Association's immediately preceding fiscal year without the vote or written assent of Members, constituting a quorum, casting a majority of the votes at a meeting or election of the Association (see section 7.06, below).

(c) Assessments to Address Emergency Situations. The requirement of a membership vote to approve Regular Assessment increases in excess of 20 percent of the previous year's Regular Assessment shall not apply to assessment increases necessary to address emergency situations. For purposes of this subparagraph (c), an emergency situation is any of the following:

(i) An extraordinary expense required by an order of a court;

(ii) An extraordinary expense necessary to repair or maintain the Common Areas, common facilities or any portion of the separate interests which the Association is obligated to maintain where a threat of personal safety is discovered;

(iii) An extraordinary expense necessary to repair or maintain the Common Areas, common facilities or any portion of the separate interests which the Association is obligated to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to subparagraph (a) above; provided, however, that prior to the imposition or collection of an assessment under this subparagraph (iii), the Board shall pass a resolution containing 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's resolution shall be distributed to the Members together with the notice of assessment.

(d) Allocation of Regular Assessment. The total estimated common expenses, determined in accordance with subparagraph (a), shall be allocated among, assessed against, and charged to each Owner according to the ratio of the number of Lots within the Properties owned by the assessed Owner to the total number of Lots subject to Assessments so that each Lot bears an equal share of the total Regular Assessment.

(e) Assessment Roll. That portion of the estimated common expenses assessed against and charged to each Owner shall be set forth and recorded in an Assessment roll which shall be maintained and available with the records of the Association and shall be open for inspection at all reasonable times by each owner or his or her authorized representative for any purpose reasonably related to the Owner's interest as a property Owner or as a Member of the Association. The Assessment roll (which may be maintained in the form of a computer printout) shall show for each Lot the name and address of the Owner of Record, all Regular, Special and Special Individual Assessments levied against each Owner and his or her Lot, and the amount of such Assessments which have been paid or remain unpaid.

(f) Mailing Notice of Assessment. The Board of Directors shall mail to each Owner at the street address of the Owner's Lot, or at such other address as the Owner may from time to time designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year no less than 45 days prior to the beginning of the next fiscal year.

(g) Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made pursuant to section 7.05(a)(i) for that year, shall be assessed against each Owner and his or her Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic

Assessment shall be payable on the regular payment dates established by the Association.

(h) Installment Payment. The Regular Assessment levied against each Owner and his or her Lot shall be due and payable in advance to the Association in equal monthly installments on the first day of each month or on such other date or dates as may be established from time to time by the Board of Directors. Installments of Regular Assessments shall be delinquent if not paid by the 15th day of the month in which the Assessment is due.

7.05. Special Assessments.

(a) Purposes for Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth in subparagraph (b) below, the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Lots for the following purposes:

(i) Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then the Board of Directors shall levy and collect a Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

(ii) Capital Improvements. The Board may also levy Special Assessments for additional capital improvements within the Common Area (i.e., improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing common facilities). The Special Assessment power conferred hereunder is not intended to diminish the Board's obligation to plan and budget for normal maintenance, and replacement repair of the Common Area or existing common facilities through Regular Assessments (including the funding of reasonable reserves) and to maintain adequate insurance on the Common Areas and existing common facilities in accordance with section 4.04 of this Declaration.

(b) Special Assessments Requiring Membership Approval. No Special Assessments described in subparagraph (a) hereof, which in the aggregate exceed 5 percent of the budgeted gross expenses of the Association for the fiscal year in which the Special Assessment(s) is levied, shall be made without the vote or written assent of Members, constituting a quorum, casting a majority of the votes at a meeting or election of the Association; provided, however, that this membership

approval requirement shall not apply to any Special Assessment levied to address "emergency situations" as defined in section 7.04(c).

(c) Allocation and Payment of Special Assessments.

When levied by the Board or approved by the Members as provided above, the Special Assessment shall be divided among, assessed against and charged to each Owner and his or her Lot in the same manner prescribed for the allocation of Regular Assessments pursuant to section 7.04(d) above. The Special Assessment so levied shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to each Owner.

Special Assessments for purposes described in subparagraph (a)(i) of this section shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be, payable to the Association in equal monthly installments during the remainder of the then current fiscal year. Special Assessments for purposes described in subparagraph (a)(ii) shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be payable in full to the Association within 30 days after the mailing of such notice or within such extended period as the Board shall determine to be appropriate under the circumstances giving rise to the Special Assessment.

7.06. Notice and Procedure for Member Approval Pursuant to Sections 7.04 and 7.05. In the event that Member approval is required in connection with any increase or imposition of Assessments pursuant to sections 7.04 or 7.05, approval of the requisite percentage of the Association's Members shall be solicited either by written ballot conducted in accordance with section 7513 of the Corporations Code and the Association's Bylaws or at a meeting of the Members called for that purpose. The quorum required for such membership action shall be a majority of the Members.

6. Article 11 on pages 11-1 and 11-2 is eliminated in its entirety. Article 11 shall be designated as being "reserved".

7. Article 13 is eliminated in its entirety.

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

9. On April 6, 1990, a majority of the owners of lots within the development voted by written ballot in accordance with section 12.05 of the Declaration to approve the foregoing amendments, as attested by the execution of this Second Amendment by duly authorized officers of the Association, as required by section 1355(a) of the California Civil Code. As so amended, the easements, covenants, conditions and restrictions 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.

DATED: December 14<sup>th</sup>, 1992.

**HAMPTON VILLAGE OWNERS ASSOCIATION,**  
a California nonprofit mutual benefit corporation

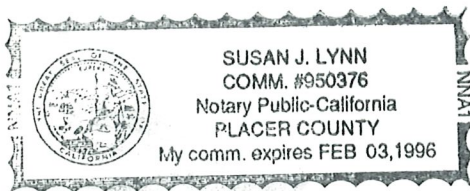
By: W. R. Green  
W. R. Green, President

By: W. C. Upperman  
W. C. Upperman, Secretary

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF PLACER                    )

On December 14, 1992, before me, a notary public in and for the State of California, personally appeared W. R. GREEN and W. C. UPPERMAN, 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.



Susan J. Lynn  
Notary Public in and for the State of California

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTIES**

That certain real property located in the County of Placer, State of California, more particularly described as follows:

Lots 1 through 114, inclusive, and Lots A, B, C, D, E and F, all as shown on the official plat of "Hampton Village", recorded in the office of the Placer County Recorder on December 23, 1986, in Book O of Maps, Page 100.