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Nevada County Recorder  
Gregory J. Diaz  
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Paid: \$103.00  
Recorded By:KP

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

THE MEADOWS ASSOCIATION  
c/o **BERDING & WEIL LLP (lkb)**  
2175 N. California Blvd., #500  
Walnut Creek, CA 94596

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**SECOND AMENDMENT TO  
FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE MEADOWS**

**NOTICE**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the California *Government Code*. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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## SECOND AMENDMENT TO FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS

This Second Amendment to First Restated Declaration of Covenants, Conditions and Restrictions for The Meadows ("Second Amendment") is made on the date set forth at the end of this document by THE MEADOWS ASSOCIATION, a California nonprofit mutual benefit corporation (referred to in this document as the "Association");

- A. WHEREAS, this Second Amendment is made with respect to that certain FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS recorded on August 1, 2003, as Document No. 2003-0040431-00, in the Official Records of the County of Nevada, State of California (the "2003 Declaration");
- B. WHEREAS, the 2003 Declaration was amended by that certain FIRST AMENDMENT TO FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS recorded on September 16, 2016, as Document No. 20160021161, in the Official Records of the County of Nevada, State of California (the "First Amendment"). The 2003 Declaration together with the First Amendment is referred to herein as the "Declaration";
- C. WHEREAS, the Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with, and are binding upon all parties having or acquiring any right, title, or interest in, that certain real property located in the County of Nevada, State of California, and more particularly described as follows:
 

Lots 1 through 49 and Common Area Roads named "Whitehorse Road", "Stallion Way", "Colt Court", "Mare Court", and "Filly Lane" and the Equestrian Trail Easements, as set forth in that subdivision map entitled "The Meadows", recorded on August 26, 1980, in Book 6 of Subdivisions, Page 44, of the Official Records of Nevada County, California.
- D. WHEREAS, all of the covenants, conditions, and restrictions set forth herein shall constitute enforceable equitable servitudes as provided in California *Civil Code* section 5975, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or the owner or holder of any interest or estate therein and their heirs, successors, and assigns; and

- E. WHEREAS, the Members of the Association, by the requisite vote, desire to amend the Declaration pursuant to Article XVI, Section 16.01 ("Amendment in General"), thereof.

NOW, THEREFORE, the Association hereby declares that notwithstanding anything to the contrary in the Declaration, the Declaration is hereby amended as follows (words with a strike through are deleted and in ***bold italics*** are added).

1. Article VII, Section 7.24 ("Rental Restrictions"), is hereby amended to read as follows:

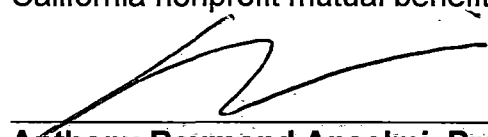
(g) ***Short Term Rental Restriction. No Owner shall be permitted to lease, rent, or otherwise operate his or her Lot for transient or hotel purposes (including, but not limited to, the Residence, or any accessory dwelling unit or junior accessory dwelling unit, recreational vehicle hookups, or other Improvements), which shall include, but is not limited to, rental for any period less than thirty (30) days or any rental (even if the term is longer than thirty days) where the occupant of a Lot is provided customary hotel services such as room service for food and beverage, maid service, periodic furnishing of clean bed linen and towels, laundry service, or bellboy services.***

Defined Terms. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meanings given in the Declaration.

IN WITNESS WHEREOF, we, the Members of the Association, pursuant to the requisite approval, and by means of the signatures of the President and the Secretary, do hereby affirm, approve, and adopt this Second Amendment in accordance with Article XVI, Section 16.01 ("Amendment in General"), of the Declaration, by means of the signatures of the President and the Secretary, and which Second Amendment shall be recorded with the Recorder of the County of Nevada, State of California.

DATED: 3/29/2022

THE MEADOWS ASSOCIATION, a  
California nonprofit mutual benefit corporation

  
Anthony Raymond Anselmi, President

  
Kelly Mccrory Thorne, Secretary

## CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Nevada )

On 02-18-2022, before me, A. Garcia Flores, Notary Public,  
personally appeared **ANTHONY RAYMOND ANSELM**, 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  (Seal)

