

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Porter Simon  
40200 Truckee Airport Road  
Truckee, CA 96161  
Attn: Brian C. Hanley, Esq.

Nevada County Recorder  
Gregory J. Diaz  
Document#: 20160021161  
Friday September 16 2016, at 01:14:40 PM  
Rec Fee:\$26.00 CCF:\$1.00  
Paid: \$27.00 CP

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

The First Restated Declaration of Covenants, Conditions and Restrictions for The Meadows, recorded August 1, 2003, as Document No. 2003-0040431 in the Official Records of Nevada County (the "Declaration"), against the real property set forth on **Exhibit A** attached hereto and incorporated herein by reference, is hereby amended as set forth below.

**RECITALS**

- A. This First Amendment clarifies applicable rental or leasing restrictions for Lots, Residences, Garages and Outbuildings within The Meadows, consistent with the historical intent that Lots be used only for Single Family Residential Use.
- B. The Association conducted a secret ballot vote and obtained the approval of fifty-one percent or more of the voting power of the Members as required under section 16.01 of the Declaration to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- 1. Section 7.02(a) is hereby amended to delete the words "employee quarters."
- 2. Section 7.23 is hereby added to the Declaration as follows:

Section 7.23. Single Family Residential Use. Lots within the Development shall be used for Single Family Residential Use only.

3. Section 7.24 is hereby added to the Declaration as follows:

Section 7.24. Rental Restrictions.

(a) ***Residence, Garage and Outbuildings.*** Section 7.02(a) of the Declaration describes structures allowed on a Lot as one (1) detached single-family private dwelling (also defined as the “Residence”), one (1) private garage (the “Garage”), and other usual and appropriate outbuildings, such as a guest house, agricultural equipment storage buildings and accessory structures necessarily and customarily incidental to permitted uses, such as stables, barns, swimming pool, and dressing rooms (collectively, “Outbuildings”). For purposes of this Section 7.24, the term “Outbuildings” is intended to include any and all structures on a Lot with areas capable of use for human habitation other than the Residence and the Garage.

(b) ***Rental or Leasing of Entire Lot.*** An Owner may rent or lease the Owner’s Lot in its entirety to a tenant or lessee, provided such rental or lease is for Single Family Residential Use and is in accordance with all provisions of the Declaration and Governing Documents.

(c) ***No Separate Rental or Leasing of Garage or Outbuildings.*** An Owner shall not rent or lease any portion of the Garage or any portion of any Outbuildings, except as the Garage and Outbuildings may be rented or leased with the entire Lot under subsection (b) above. An Owner shall also not rent or lease any portion of the Lot, including the Residence, while the Owner or the Owner’s immediate family resides in any portion of the Garage or any portion of any Outbuildings.

(d) ***Definition of “Rent or Lease.”*** The term “rent or lease” shall mean any agreement (written, verbal or implied) under which any person or entity is permitted to occupy, reside in, sleep in, or stay on any portion of the Lot for human habitation in exchange for compensation to Owner of any kind, including, without limitation, any sublease, license, fee, service, gratuity, money, barter or other consideration. The term “rent or lease” shall not include allowing immediate family members (spouse, children, brothers and sisters, parents, brothers and sisters, and nieces and nephews) of the Owner to occupy, reside in, sleep in or stay in the Residence, Garage or Outbuildings whether for compensation or not.

(e) ***Alternative to Recording a Restrictive Covenant for Guest House.*** An Owner proposing to build a Guest House may make a written request of the Board of Directors to forgo recording the restrictive covenant required by Section 7.02(a)(i)(E) of the Declaration. The Board may in its discretion authorize the Owner to forgo recording the restrictive covenant, but only if the Owner agrees in a signed writing delivered to the Association prior to commencement of construction

that the Owner will be subject to all covenants, conditions and restrictions set forth in this First Amendment.

(f) ***All Current Rental Restrictions Remain Effective.*** Any and all existing rental restrictions contained in the Declaration or Governing Documents shall continue in full force and effect, including, without limitation, Section 7.02(a)(i)(E) of the Declaration.

4. Except as set forth above, all provisions of the Declaration as amended shall remain in full force and effect. Capitalized terms used and not separately defined herein shall have the meanings given them in the Declaration. This First Amendment shall be immediately effective upon its recordation, provided, however, that the Board may in its discretion allow a grace period of up to six months for Section 7.24(c) above.
5. Pursuant to Civil Code section 4270(a)(2), we, the undersigned, declare under penalty of perjury that the following facts are true and correct of our own personal knowledge:

(i) Ken Weakley is the duly elected President of the Association;

(ii) Brita Tryggvi is the duly elected Secretary of the Association; and

(iii) The required percentage of Members gave their approval under Section 16.01 of the Declaration to amend the currently-effective Declaration by adopting this First Amendment to First Restated Declaration of Covenants, Conditions and Restrictions for The Meadows.

DATED: August 25, 2016.

The Meadows Association,  
a California nonprofit mutual benefit corporation

By:   
Ken Weakley, President

By:   
Brita Tryggvi, Secretary

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.

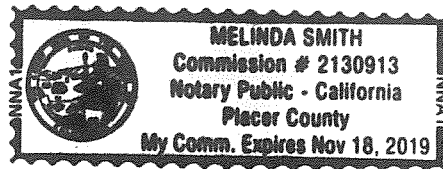
State of CALIFORNIA )  
 ) ss.  
County of PLACER )

On AUGUST 25, 2014, before me, MELINDA SMITH, Notary Public, personally appeared BRYAN TRYGGVI, who 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 persons 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 Melinda Smith (Seal)



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.

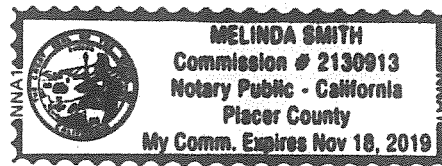
State of CALIFORNIA )  
 ) ss.  
County of PLACER )

On AUGUST 29, 2014 before me, MELINDA SMITH, Notary Public, personally appeared KEN WEAKLEY, who 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 persons 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 Melinda Smith (Seal)



**EXHIBIT A**  
**(Legal Description)**

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.