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Nevada County Recorder
Gregory J. Diaz
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**FIRST AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PINE FOREST AT TRUCKEE**

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This First Amendment of Declaration of Covenants, Conditions and Restrictions for Pine Forest at Truckee ("First Amendment") is made by Pine Forest Owners' Association, a California nonprofit mutual benefit corporation (the "Association") in reference to the following Recitals:

RECITALS

A. Previously, on August 22, 2002, Pine Forest Truckee, LLC, a California limited liability company (the "Declarant") recorded in the Official Records of Nevada County, California as Document No. 2002-0033092 that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Pine Forest at Truckee" (the "Declaration").

B. As of the date of its recordation in the Nevada County records, the Declaration affected that certain common interest development situated within the Town of Truckee, County of Nevada, State of California, that is more particularly described as Lots 1 through 21, inclusive, 58 through 92, inclusive, 94 through 100, inclusive, Lots "A", "B", "D" and "E" and the "Remainder Parcel" as shown on the "Final Map No. 01-061, Pine Forest at Truckee Phase 1" recorded August 22 2002, in Book 8 of Subdivisions, at Page 98, Nevada County Records (Document No. 2002-0033091-00). Subsequently, additional property was annexed to the Pine Forest at Truckee development and subjected to the Declaration, namely, Lots 22 through 57, inclusive, Lot 93, Lots 101 through 118, inclusive, and Common Area Lot "F", all as shown on that certain map entitled "Final Map No. 01-061, Pine Forest At Truckee, Phase 2" which was recorded on August 29m 2003, in Book 8 of Subdivisions, at Page 109, and as amended by the Certificate of Correction recorded October 27, 2003, Series No. 2003-57527 (collectively, the "Development").

C. The Association is an association, as defined in California Civil Code section 1351(a) whose Members are comprised of the Owners of Lots in the Development. The Association operates, manages and maintains the Common Areas and Common Facilities within the Development and performs other duties and responsibilities on behalf of its Members that are set forth in the Declaration and the other Governing Documents of the Association.

D. Section 19.03 of the Declaration provides that the Declaration can be amended with the prior approval of fifty-one percent (51%) of the Members of the Association. By executing this Amendment on behalf of the Association, the undersigned President and Secretary of the Association hereby certify, pursuant to California Civil Code section 1355(b), that the requisite percentage of affirmative Member approvals was, in fact obtained.

AMENDMENT

1. The following new Section 1.39 is added to the Declaration and current Section 1.39 (defining the term "Voting Power") is renumbered as Section 1.40:

Section 1.39 "Vacation Club" means a non-deeded destination or vacation club with members who receive access to and enjoy the Vacation Club Residences through a reservation or points system on a transient basis but have no ownership interest in the properties owned or operated by the Vacation Club (a "Vacation Club Program").

2. In Section 2.04(b), pertaining to the leasing of Residences to minimum term of a lease or rental shall be amended to read "ninety (90) days" rather than thirty (30) days".

3. The following new subparagraph (f) shall be added to Section 8.01 of the Declaration:

(f) Notwithstanding anything to the contrary set forth in this Declaration, including without limitation, Section 2.04, above (which pertains to delegation of use and the leasing of Residences), in no event shall any Residence be (i) used as a time share project or subjected to any sort of time share plan creating time share interests, as those terms are defined in section 11212, subparagraphs (w), (x) and (z) of the California Business and Professions Code; (ii) used by or for the benefit of any Vacation Club or similar entity; or (iii) used by or for the benefit of any Vacation Club member.

This subparagraph (f) shall not be construed to: (i) limit the personal use of any Residence or any portion thereof by any Owner or his or her or its social or familial guests; or (ii) to prohibit co-ownership of a Residence and Lot by not more than four persons (a so-called quartershare ownership). For purposes of the preceding sentence, a husband and wife, either as individuals or as trustees of a family trust shall be considered as one person.

4. Except as herein amended, the Declaration referenced in Recital "A", above is confirmed and remains in full force and effect. All capitalized terms used in this First Amendment that are not defined herein shall have the meanings given to those terms in the Declaration.

Dated: February 27, 2009

PINE FOREST OWNERS' ASSOCIATION, a
California nonprofit mutual benefit corporation

By: 

ALBERT VANSEVELLE (President)

By: 

WILLIAM P. CASSITY (Secretary)