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Nevada County Recorder
Gregory J. Diaz
Document#: 20150028197
Thursday December 10 2015, at 08:00:00 AM
Rec Fee:\$26.00
Paid: \$26.00 KP
PLACER TITLE CO

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAILTO:**

**DONNER CREST OWNERS' ASSOCIATION
Attn: Bob Nielebeck
2140 Professional Drive, Suite 130
Roseville, California 95661**

(Space Above For Recorder's Use)

**SECOND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DONNER CREST**

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

RECITALS

A. Previously, on July 18, 2005, Donner Crest, LLC, a California limited liability company (the "Declarant") recorded in the Official Records of Nevada County, California as Document No. 2005-0027153-00 that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Donner Crest" (the "Declaration"). Subsequently, the Declaration was amended in certain respects by that certain document entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for Donner Crest" which was recorded in the Official Records of Nevada County, California as Document No. 2005-0040314-00.

B. The Declaration, as previously amended, affects 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 82, inclusive, and Lots A and B, all as shown on the official plat of Final Map No. 03-024 "Donner Crest", filed in the Office of the County Recorder of Nevada County on July 18, 2005, in Book 8 of Subdivisions, Page 134, Nevada County Records (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 18.02(a) of the Declaration provides that the Declaration can be amended with the prior approval of fifty-one percent (51%) of the total voting power of the Members of the Association and by at least fifty-one percent (51% of the total voting power held by Members other than the Declarant). By executing this Second Amendment on behalf of the Association, the undersigned President and Secretary of the Association hereby certify, pursuant to California Civil Code section 4270, that the requisite percentage of affirmative Member approvals required to amend the Declaration was, in fact, obtained. Specifically, the Second Amendment was approved by sixty-seven percent (67%) of the total voting power of the Members of the Association and approved by 55.7% of the total voting power held by Members other than the Declarant.

AMENDMENT

1. Section 2.04(b) of the Declaration is amended in its entirety to read as follows:

(b) Requirements That Must Be Observed In All Residential Leases The following specific limitations shall apply to all leases or tenancies of a Residence: (i) the rental shall apply to not less than an entire Residence, including its appurtenant rights (except voting rights in the Association which may not be transferred to a tenant or lessee); and (ii) any rental shall be evidenced by a written lease or rental agreement which shall provide that the tenancy is subject to the terms of the Governing Documents and that any failure of the tenant to comply with the terms of any Governing Document relating to residential leases, property use restrictions or the use and enjoyment of any portion of the Common Areas and Common Facilities shall constitute a default under the lease or rental agreement and shall entitle the Owner to terminate the tenancy. The Owner-lessor's right to terminate a lease or rental agreement on account of the tenant's violation of the Governing Documents shall in no way restrict the right of the Association, the Declarant, or any Owner to enforce the Governing Documents in accordance with Article XIII, below, when the Owner's tenant is violating the Governing Documents.

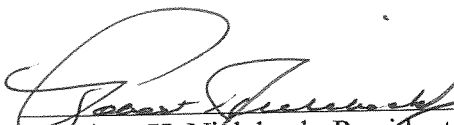
The purpose of this change in Section 2.04(b) is to eliminate any minimum term requirement for permitted leases of Residences within the Development.

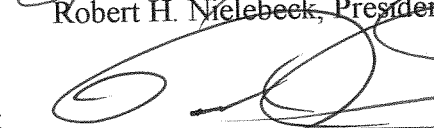
2. Except as herein amended, the Declaration referenced in Recital "A", above, as previously amended, is confirmed and remains in full force and effect. All capitalized terms used in this Second Amendment that are not defined herein shall have the meanings given to those terms in the Declaration.

3. This Second Amendment shall be effective upon its recordation in the Official Records of Nevada County, California, and shall apply prospectively to any lease or rental of Residences in the Development following the recordation date. Nothing herein is intended to prevent any Owner from providing, by lease agreement, a longer minimum rental or lease term.

Dated: November 30, 2015

DONNER CREST OWNERS' ASSOCIATION, a
California nonprofit mutual benefit corporation

By: 
Robert H. Nielebeck, President

By: 
Paul Krak Arnston, Secretary

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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 to the truthfulness, accuracy, or validity of that document.

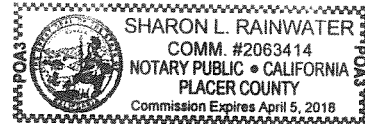
State of California
County of Placer

On November 30, 2015 before me, Sharon L. Rainwater, Notary Public
(insert name and title of the officer)

Personally appeared Robert H. Nielebeck,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
names(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 [Handwritten Signature] (Seal)

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 to the truthfulness, accuracy, or validity of that document.

State of California
County of Nevada

On Dec 9, 2015 before me, T. Lindroth, Notary Public
(insert name and title of the officer)

personally appeared Paul Krak Arntson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 T. Lindroth (Seal)

