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 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 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.

Recording Request 1 By: Fidelity National Title Co. #0# 114518

92-30376

OFFICIAL RECORDS...
REQUESTED BY...

FIDELITY WATE TITLE INC CO \*C\*...

C9-C1-1992/8:50 AM...
BRUCE C. BOLINGER...
NEVADA COUNTY RECORDER...
RECORDING FEE-C2 PAGES ...

WHEN RECORDED RETURN TO:

Martis Valley Investments, a California Limited Partnership 4401 Hazel Avenue, Suite 275 Fair Oaks, CA 95628

RECORDER'S MEMO: Legibility of writing, typing or printing UNSATISFACTORY in portions of this document when received.

## PIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF CAMBRIDGE ESTATES

THIS FIRST AMENDMENT to the Declaration of Restrictions of Cambridge Estates, which was recorded on August 10, 1992, as Document Number 92-27533 in the Official Records of Nevada County, State of California ("Declaration"), is executed by the undersigned "Declarant" to amend said Declaration as follows:

- 1. Section 2.07 is amended to delete "Parcel D" in Line 1 and in its place and stead is substituted "Parcel A".
  - 2. Exhibit "A" is amended in its entirety to read as follows:

"DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION. That certain real property situated in Nevada County, California, described as follows:

"Lots 1 through 17, Inclusive, and Parcel "A" as shown on the Map entitled "Cambridge Estates" filed for record August 10, 1992, in Book 8 of Maps, Page 6, Nevada County Records."

- 3. Section 5 is amended by the addition of Sections 5.03 and 5.04 as follows:
- "5.03. Driveway Maintenance. Lots 4 and 5 are to be served by a common access easement as shown and described on the Map. Lots 15, 16 and 17 are to be served by a common access easement as shown and described on the Map. The Owners served by said easements shall be obligated to and shall maintain the easement appurtenant to their lot, and every part thereof, in good condition and repair. The cost of repairing, maintaining and replacing the driveway shall be allocated equally between the Owners of the Lots served by said easements.
- "5.04. Undertaking of Maintenance and Repair. A decision as to whether any particular repair, maintenance or replacement work is necessary shall be made in consultation with Owners of Lots served by the respective easement. A decision by two (2) or more Owners of Lots served by the respective easement shall be binding on all Owners of Lots served by the respective easement. Regardless of the number of Owners of any individual Lot, each Lot is allocated one (1) vote for all purposes set forth in this Section.

"If an Owner of any Lot served by said easement fails to share in the maintainance of their respective easement in a manner satisfactory to the other affected Owners or the Board, after approval by two-thirds (2/3) vote of the Board, the Association shall have the right and power, through its agents and employees, to enter upon and maintain, or provide for the maintenance, repair and/or restoration of said easement which is not maintained by the Owner thereof in accordance with the requirements of these restrictions, provided that the Owner has received notice and a hearing as required by the Bylaws (except in the case of an emergency) and the Owner has failed to cure the violation or take steps necessary to cure the violation within thirty (30) days after the finding of a violation by the Association. Cost of any such repair or maintenance shall be charged to the Owner through an Individual Charge as provided in Section 8.05 hereof."

IN WITNESS WHEREOF, this First Amendment to the Declaration of Restrictions of Cambridge Estates is executed by the undersigned, who is the sole owner of the entire project, on this 31st day of August, 1992.

DECLARANT:

MARTIS VALLEY INVESTMENTS, a California Limited Partnership

STATE OF CALIFORNIA )	(Acknowledgement)
County of <u>Nevada</u> ) ss.	
On this 31st day of August	, in the year 1992before me,Cindy Scott-Bigelow
a Notary Public in and for the said County appeared C.R. Boggs, General	and State, residing therein, duly commissioned and sworn, personally
personally known to me o	n the basis of satisfactory evidence) to be the person(s):
( INDIVIDUAL).	Whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.
( corporation)	Who executed the within instrument as president and secretary, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its articles and by-laws and a resolution of
(E PARTNERSHIP)	its Board of Directors.
	That <u>he</u> executed the within instrument on behalf of the part- nership, and acknowledged to me that the partnership executed it.
IN WITNESS WHEREOF, I have hereunto se the day and year first above written.	t my hand and affixed my official seal, in and for said County and State,
( udy fat Teglow	
Notary Public in and for said County and Stat	e of California OFFICIAL SEAL
My commission expires:	CINDY SCOTT-BIGELOW

FD-1B

NOTARY PUELIC - CALIFORNIA

**NEVADA COUNTY** My Comm. Expires May 16, 1995

## RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

Magaga

Cambridge Estates Homeowners Association P.O. Box 40 Truckee, CA 96160



## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAMBRIDGE ESTATES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAMBRIDGE ESTATES (hereinafter referred to as "Second Amendment") is made on the date hereinafter set forth by the Cambridge Estates Homeowners Association, a California Non-Profit Mutual Benefit Corporation (referred to in this Second Amendment as "Association"), and is made with reference to the following facts:

#### **RECITALS**

- A. On August 1, 1992 Martis Valley Investments, a California Limited Partnership recorded that certain document entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAMBRIDGE ESTATES (referred to in this Second Amendment as "Declaration") as Instrument No. 92-27533, and amended by the "First Amendment", recorded September 1, 1992, as Instrument No. 92-30376, both of the Official Records of Nevada County. Unless otherwise specified herein, all terms used in this Second Amendment shall mean as defined in said Declaration.
- B. Said Declaration directly affects all that real property located in the Town of Truckee, Nevada County, California, more particularly described as follows:

Lots 1 through 17, inclusive, and Parcel D, as shown on the Map entitled "Cambridge Estates", filed for record August 10, 1992, in Book 8 of Maps, Page 6, Nevada County Records.

C. By a Declaration of Annexation of Cambridge Estates (Phase II), recorded July 22, 1993, the Declaration further directly affects the real property located in the Town of Truckee, Nevada County, California, more particularly described as follows:

Lots 1 through 44, inclusive, and Parcels "A-1" and "A-2" as shown on the Map entitled "Cambridge Estates Unit No. 2", filed for record July 22, 1993, in Book 8 of Maps, at Page 21, Nevada County Records.

D. By a Declaration of Annexation of Cambridge Estates Phase III, recorded January 24, 2001, as Instrument No. 2001-002181, the Declaration further directly affects the real property located in the Town of Truckee, Nevada County, California, more particularly described as follows:

Lots 1 through 38, inclusive, and Parcel "A", Lot "B" and "Sudsbury Circle, "Bexhill Place, "Plymouth Lane", and "Eastbourne Court" as shown on the Map entitled "Cambridge Estates Phase III", filed for January 24, 2001, in Book 8 of Subdivisions, at Page 85, Nevada County Recorder.

- E. Section 15.02 of said Declaration provides that said Declaration may be amended with the approval of at least sixty-seven percent (67%) of the total voting power of the Association, which shall include at least sixty-seven percent (67%) of the votes of Members other than the Declarant.
  - F. At this time, the Association desires to amend said Declaration as set forth herein.

NOW THEREFORE, Association hereby declares that said Declaration is amended as follows, and except as amended herein, said Declaration shall remain unchanged and in full force and effect. If there is any conflict between the Declaration, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

- 1. RECITALS, Section 2, is hereby amended by the addition of Sections 2.23 and 2.24 as follows:
  - 2.23. "Cost Center" shall mean designation assigned by the Association to a discrete portion of the Property (and to the Owners of Lots located therein) for the purpose of expense accounting and assessment, all as more particularly provided in this Declaration or in a Declaration of Annexation covering additional property which shall become subject to the Declaration. A Cost Center is likely to be created when the Association is maintaining the property or Common Areas located within the designated Cost Center area which are fully or partially restricted to Owners of the Lots within the Cost Center.
  - 2.24. Cost Center Assessment" shall mean a supplemental assessment to the Regular Annual Assessment established in Section 8 of this Declaration. The purpose of the Cost Center Assessment shall be described in this Declaration or described in a Declaration of Annexation covering additional property which shall become subject to the Declaration. The Cost Center Assessment is, and shall continue to be, specifically identified in the operating budget of the Association. The use of Cost Center budget monies is restricted to only Cost Center operating expenses and Cost Center reserves.
- 2. SECTION 8.06, is hereby amended to read in its entirety as follows:
  - 8.06. Equal Division of Regular and Special Assessments. Regular and Special Assessments shall be levied against each Lot (and its Owner) equally, based on a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Project. In addition some Lots will be subject to a Cost Center Assessment. The Cost Center Assessment shall be set forth in the operating budget of the Association.

## CERTIFICATION OF SECRETARY

The undersigned does hereby certify:

WESTER

That I am the duly elected and acting Secretary of the Cambridge Estates Homeowners Association, a California Corporation ("Association"); and

That the foregoing Second Amendment was duly adopted by the vote or written consent of at least sixty-seven percent of the total voting power of the Association in accordance with Section 15.02 of the Declaration.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on Manen 12, 2001.

Cambridge Estates Homeowners Association, a California Corporation

By: Robert 7. French

Title: Secretary

	State of California	
4.500	County of Nevada	
-	On <u>March 12, 2001</u> before me, Heidi S. Mone	<u>≥y</u>
p	ersonally appearedNAM	Robert F. French IE(S) OF SIGNER(S)
- WRIT	e S	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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.
CAI	PACITY CLAIMED BY SIGNER	
X	INDIVIDUAL(S)  CORPORATE	TRUSTEE(S)  SUBSCRIBING WITNESS
	OFFICER(S)(Titles) PARTNERS(S)	GUARDIAN/CONSERVATOR  OTHER:
	ATTORNEY-IN-FACT	
SIGN: NAMI	ER IS REPRESENTING: E OF PERSON(S) OR ENTITY(IE	SS)

## **GOVERNMENT CODE 27361.7**

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: ////////////////////////////////////
Date Commission Expires:
Notary Commission Number: 1/62700
Manufacturer or Vendor Number: FWR (located on both sides of the notary seal border)
on both sides of the flotary seal border)
County and State of Commission: Marcola, Calif
Date and Place of Notary Execution:
Date: 3/12/0/
Simulation of my my
Signature FIDELITY NATIONAL TITLE
(Firm name, if applicable)
The state of the applicability

SECTION 10.02 is hereby amended by the addition of Section 10.02(C) as follows: 3.

1:37

10.02(C). Cost Center Reserves and Accounting" Reserves attributed to the Cost Center budget must be separately identified and may not be commingled with the reserves of the Regular Assessment. Separate accounting methods shall be used for the funds that are collected and expenses on behalf of the Cost Center, and for annual review and disclosure of Cost Center reserves and reserve study.

The undersigned, being the Declarant herein, has executed this Second Amendment on MARCH 12, , 2001.

> CAMBRIDGE ESTATES HOMEOWNERS ASSOCIATION, a California Non-Profit Mutual Benefit Corporation

By: Robert 7. Fund

State of <u>California</u>	)
County of Nevada	)
On March 12, 2001 before me,	Heidi S. Money
personally appearedNAM	Robert F. French E(S) OF SIGNER(S)
personally known to me - OR -	proved to me on the basis of satisfactory evidence to be the person(s) whose name(sis/are subscribed to the within instrument and acknowledged to me that he/she/the executed the same in his/her/their authorized capacity(ies), and that by his/her/the signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.
CAPACITY CLAIMED BY SIGNER	
X INDIVIDUAL(S)  CORPORATE	Separation with E22
OFFICER(S)(Titles)  PARTNERS(S)	GUARDIAN/CONSERVATOR  OTHER:
ATTORNEY-IN-FACT	
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IE	

## **GOVERNMENT CODE 27361.7**

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Ald Monu
Date Commission Expires: ///23/6/
Notary Commission Number: //62700
Manufacturer or Vendor Number: PUB (located on both sides of the notary seal border)
County and State of Commission: Mucde, Calif
Date and Place of Notary Execution: Inches CA 3-12-01
Date:
Signature
FÍDELITY NATIONAL TITLE  (Firm name, if applicable)
·

**END OF DOCUMENT** 

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO

(

LAW OFFICES OF

## Robert F. French

Post Office Box 3362

TRUCKEE, CALIFORNIA 96160-3362



Nevada, County Recorder Kathleen Smith

DOC- 2005-0037257-00

Check Number 1175

Tuesday, SEP 20, 2005 10:22:00 REC \$10.00:SBS \$5.00:MIC \$1.00

AUT \$6.00;

Tt1 Pd \$22.00

Nbr-0000399851 SAH/SH/1-6

## DECLARATION OF THIRD AMENDMENT OF THE DECLARATION OF RESTRICTIONS OF CAMBRIDGE ESTATES

# DECLARATION OF THIRD AMENDMENT OF THE DECLARATION OF RESTRICTIONS OF CAMBRIDGE ESTATES

This Declaration of Third Amendment of the Declaration of Restrictions Of Cambridge Estates (Planned Development) is made by the Cambridge Estates Homeowners Association, a California non-profit mutual benefit corporation ("Association"), in reference to the following facts:

#### Recitals

- A. Association is formed and existing under the laws of the State of California to manage the Cambridge Estates Subdivision under that certain Declaration of Restrictions of Cambridge Estates recorded as Instrument No. 92-027533 in the Official Records of Nevada County, California (the "Declaration"), pursuant to section 6.01 of the Declaration.
- B. Section 15.02 of the Declaration permits amendment of the Declaration by a vote of the Members of the Association.
- C. The Association has put to t a vote of the Members certain proposed amendments to the sections 4.03 and 4.21 of the Declaration, and the proper number of members voted in favor of adopting the proposed amendments.
- D. Pursuant to Section 15.03 of the Declaration, the Association now intends to record the amendments to the Declaration approved by the Members of the Association.

NOW, THEREFORE, Declarant declares as follows:

#### 1. <u>Section 4.03</u>

Section 4.03 is amended by deleting that section in its entirety and replacing it with the following:

#### 4.03 <u>Vehicle Restrictions</u>.

A. No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pick-up truck or standard size van), boat or similar equipment shall be permitted to remain upon any area within the Property, other than in an enclosed garage. Commercial vehicles shall not include sedans or standard size pick-up trucks which are used for business and

personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smokey vehicles shall be operated on the Property. No unlicensed motor vehicles shall be operated upon the Property.

- B. <u>Trailered Vehicles</u>: Trailered recreational vehicles, including, but not limited to, boats, snowmobiles, off-road motorcycles, etc., may be stored upon a Member's property under the following conditions:
- 1. No more than two such vehicles, in any combination, of this category of permitted vehicles and the category of subparagraph A hereinabove shall be stored upon a Member's property at any time. A trailer that houses other recreational vehicles (such as a boat trailer, or a trailer containing snowmobiles) shall not be counted as a separate vehicle when it houses such other recreational vehicles.
- 2. The trailered vehicle(s) shall be stored upon an improved surface (which shall be deemed to include graveled surfaces).
- 3. The maximum length of any such vehicle, including trailer, shall be twenty-four feet.
- 4. The boat or other recreational vehicle shall be maintained in good repair and appearance. No such vehicle maintained hereunder shall be allowed to be a visual nuisance or other form of nuisance. In the event that the Board of Directors should determine, after notice to the Member and a right to be heard on the subject, that any stored recreational vehicle constitutes a form of nuisance, the Board may act to restrict the Member from continuing to maintain the vehicle and trailer upon the Member's property.

### 2. <u>Section 4.10E</u>

Section 4.10E is amended by deleting that section in its entirety and replacing it with the following:

4.10E <u>Fences</u>. All fences, screens and similar exterior structures shall be constructed solely of wood or stone, except for other materials approved by the Architectural Control Committee for that particular use and that conform with County and local ordinances in effect at the time of construction. All fences and screens shall be first approved by the Architectural Control Committee prior to construction.

1. Perimeter Fences and Corrals. Solid materials, such as "dog-ear" fences or plank fences, are not permitted for perimeter fencing; except that, where the rear of the property backs up to an intensively populated adjacent subdivision and privacy needs require it, a solid fence will be permitted. Side yard and rear yard fences may incorporate restraining materials, such as wire screen fencing; however, front yard fencing shall not incorporate such materials and shall promote openness.

The maximum height permitted for front yard fences is three feet; the maximum height permitted for side yard and rear yard fences and corrals is six feet. Side yard and rear yard fences may be built near the property lines, or, with the contiguous property owner's consent, on the property line; front yard fences shall be built a minimum of teen feet from the front property line.

All fences and corrals shall avoid conflicting with any easements and shall otherwise conform with any local ordinance of the Town of Truckee, the County of Nevada, or other governmental entity having jurisdiction.

Any fence or corral shall be built from the same or similar materials as any approved existing fence or corral. No structure, including corrals and barns, designed solely for the habitation of animals shall be constructed or maintained within twenty-five feet of any dwelling erected on an adjacent lot without the written consent of the persons then occupying the adjacent dwelling and the owner(s) of the adjacent dwelling. A perimeter fence that is not intended to confine horses would not be included in the definition of such a structure.

- 2. Privacy Screens. A privacy screen incorporating wood or stone materials may be constructed behind or on the side of a residence, provided that the screen connects to the house at least at one end and is located at a distance of not greater than 25 feet at any given point from the footprint of the residence. The screen shall not exceed six feet in height and the total area screened shall not exceed 500 square feet. A privacy screen shall not be permitted within a rear yard or side yard setback. The screen shall be similar in color to the residence and the design shall be in keeping with the design of the residence.
- 3. <u>Earthen Berm Screens</u>. In addition to the use of trees, shrubs and other plant materials for screens, properties which have a property boundary along Dorchester Drive may also provide screening along such portion of the boundary through the use of earthen berms. Such berms shall be no greater in height at any given point than four feet and shall be meandering and irregular in height and width. Slopes on each side of the berm shall be constructed at no more than a 2:1 grade. Earthen berms shall be maintained at all times in good condition.

Plans for such earthen berms, including plans for the landscaping of such berms, shall be submitted for review to, and approval by, the Architectural Control Committee. Any such earthen berm so constructed shall be designed and constructed to offer the greatest protection against accidental injury to person or property. Approval of such a berm, either with or without suggested modifications, by the Architectural Control Committee shall not impose upon the Association, its Board of Directors, its Architectural Control Committee, or any of its members, any liability for injury to person or property resulting from any dangerous condition existing in connection with such earthen berm.

#### 3. Section 4.21.

Section 4.21 is amended by deleting that section in its entirety and replacing it with the following:

#### 4.21 Sports Fixtures.

Basketball hoops and backboards on freestanding poles shall be permitted on a lot; however, basketball hoops and backboards may not be attached to a house, garage or other building on a lot. Permanent in-ground swimming pools shall be permitted on a lot, but aboveground swimming pools may not be erected on a lot. Other sports fixtures or improvements require approval of the Board prior to installing and maintaining such items. No sports fixtures maintained hereunder shall be allowed to be a visual nuisance or other form of nuisance. In the event that the Board of Directors should determine, after notice to the Member and a right to be heard on the subject, that it constitutes a form of nuisance, the Board may act to restrict the Member from continuing to maintain the fixture upon the Member's property.

- 4. Incorporation by Reference. The provisions of the Declaration, except as expressly amended herein, are incorporated herein by this reference, and are expressly declared to be applicable to the Real Property, as described in Section 1.01 of the Declaration, and all real property annexed to the Declaration, pursuant to Section 3.03 of the Declaration. Except as otherwise provided herein, all capitalized terms used in this Declaration of Third Amendment shall have the same meanings as set forth in the Declaration.
- 5. Effective Date. This Declaration of Third Amendment has been executed to be effective as of October 13, 2003, the date of its adoption.

IN WITNESS WHEREOF, the undersigned, Association, has	
Declaration of Amendment on August 26, 2005.	executed this
CAMBRIDGE ESTATES HOW ASSOCIATION	1EOWNERS
By James Reedly, President	dent
By James Rossi, Secretar	ry
STATE OF CALIFORNIA COUNTY OF Nevada ) ss.	
On August De, Doos before me, the undersigned, a Notary me on the basis of satisfactory evidence) to be the person whose name is subscribed within instrument and acknowledged to me that he executed the same in his authorize and that, by his signature on the instrument, the person, or the entity upon behalf of whether the executed the instrument.	/ Public in proved to to the ed capacity, hich the
WITNESS my hand and official seal. Signature:	NANCY A. ROSSI Commission # 1341557 lotary Public - California Nevada County Comm. Expires Jan 27, 2006
STATE OF CALIFORNIA COUNTY OF //e vada ) ss.	
On Jugust 24, 2005 before me, the undersigned, a Notary P and for said State, personally appeared JAMES ROSSI, personally known to me (or provinstrument and acknowledged to me that he executed the same in his authorized capacitated, executed the instrument.	within
	NANCY A. ROSSI Commission \$ 1341557 lotary Public - California Nevada County comm. Expires Jan 27, 2006