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VOL. 432 PAGE 482
OFFICIAL RECORDS
RECORDED AT REQUEST OF
INTER-COUNTY TITLE CO.

10 OCT 16 1967
AT THE OFFICE OF THE COUNTY RECORDER
NEVADA COUNTY, CALIFORNIA
FRAI 600 10/16/67
BY [Signature]

AMENDMENT TO
DECLARATION OF PROTECTIVE RESTRICTIONS
SIERRA MEADOWS, UNIT I

This Amendment made and dated this 22nd day of
September, 1967, by TAHOE-SIERRA MEADOWS COMMUNITY ASSOCIA-
TION, INC. (hereinafter called "Association").

W I T N E S S E T H:

WHEREAS, SIERRA MEADOWS DEVELOPERS (hereinafter
called "Developers") has caused to be filed a map on certain
real property, commonly known as SIERRA MEADOWS, UNIT I, in
the County of Nevada, State of California, and more particu-
larly described as follows: Lots 1 through 118, inclusive,
of SIERRA MEADOWS, UNIT I, as shown on the official map of
said Subdivision, filed as TAHOE MEADOWS, UNIT I, for record
in the Office of the County Recorder of Nevada County, State
of California, on August 31, 1966, in Book 2 of Maps, at page
76, and subsequently amended to change the official title
thereof to SIERRA MEADOWS, UNIT I, which amended map was filed
for record in the Office of the County Recorder of Nevada
County, State of California, on October 19, 1966, in Book 2
of Maps, at page 79; and

WHEREAS, Developers has caused to be filed its
Declaration of Protective Restrictions (hereinafter called
"Declaration") on SIERRA MEADOWS, UNIT I, for record on the
19th day of October, 1966, in Book 410, at page 55, of Official
Records of the Office of the County Recorder of Nevada County,
State of California, serial number 7908; and

WHEREAS, Association was organized by Developers
to enforce the covenants and restrictions of the Declaration;
and

WHEREAS, Section 5. of Article XXI of the Declara-
tion provides that Association may modify the covenants and
restrictions of the Declaration upon the written consent of
the Owners (as defined in Article I of the Declaration) holding
seventy per cent (70%) of the voting power of each class of
membership (as constituted according to the provisions of
Article III of the Declaration):

1.

V. 432 PAGE 482

NOW, THEREFORE, the Association makes the following declaration:

1. Owners holding seventy per cent (70%) of each class of such membership have given their written consent to the following amendments and authorized Association to file such amendments for record.

2. The Association, by these presents and pursuant to its power and authority to amend the Declaration and file such amendments for record, as aforesaid, does hereby amend the Declaration as follows:

ARTICLE I

RESIDENTIAL DWELLINGS ONLY

Section 1. of Article VII of the Declaration is hereby amended to read as follows:

"Section 1. Nothing but a single family, detached, private dwelling or residence designed for the occupancy of one family, together with garage or carport for the sole use of the family occupying such single private dwelling, shall be erected on any lot in the Existing Properties. The term 'private dwelling' is intended to exclude every form of multifamily dwelling, boarding or lodging house, sanitarium, hospital, and the like, but is not intended to exclude servants' premises."

ARTICLE II

BUILDING AREA OF STRUCTURES AND SET-BACK LINES

Section 1. of Article VIII of the Declaration is hereby amended to read as follows:

"Section 1. No building or structure shall be erected or permitted on any lots nearer than 20 feet from any street bordering the front of any lot, or 10 feet from any street bordering the side of any lot, or 20 feet from the rear property line of any lot or nearer than 10 feet to any side lot lines."

ARTICLE III

BUILDING AREA OF STRUCTURES AND SET-BACK LINES

Section 3. of Article VIII of the Declaration is hereby amended to read as follows:

2.

"Section 3. Off-street parking of a minimum of 700 square feet must be constructed and maintained by the Lot Owner."

Dated: September 22, 1967.

TAHOE-SIERRA MEADOWS COMMUNITY ASSOCIATION, INC.

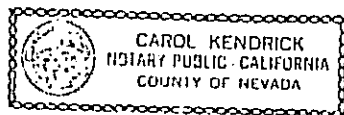
By Desmond Mactavish
President

By David C. Irmer
Secretary

STATE OF CALIFORNIA }
COUNTY OF Nevada } ss.

On this 22nd day of September, 1967, before me, Carol Kendrick a Notary Public in and for said Nevada County, personally appeared Desmond Mactavish & David C. Irmer known to me to be the President and Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Carol Kendrick
Notary Public in and for said County and State.

My Commission Expires: 9/22/71

CONSENT TO AMENDMENTS
AND
SUBORDINATION AGREEMENT

The undersigned beneficiary and trustee under deed of trust hereby consent to the above amendments to the Declaration (on Sierra Meadows) and agree that that certain deed of trust dated May 31, 1966, recorded June 27, 1966, in Book "403" of Official Records, at page 283, Filing No. 4468, Nevada County Records, State of California, executed by Tahoe Meadows Developers (now known as Sierra Meadows Developers), a partnership consisting of Desmond Mactavish and Associates, a partnership, and Denny Logging Company, a partnership, to Inter-County Title Co., as trustee for Beverly Investments, a general partnership, as beneficiary to secure a promissory note in the principal sum of \$130,000.00, and all other sums secured thereby

SHALL BE SUBJECT AND SUBORDINATED TO the Declaration, as amended hereinabove.

Dated: September 22, 1967

INTER-COUNTY TITLE CO.,
Trustee

BEVERLY INVESTMENTS,
Beneficiary

432 PAGE 485

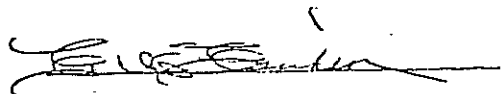
By: 

By: 

STATE OF CALIFORNIA }
County of Nevada } ss.

Earl C. Erickson, being duly sworn, says:

That he is a Vice-President of INTER-COUNTY TITLE CO., a corporation, the Trustee under the said deed of trust in the above-entitled agreement, and is authorized to make this verification for and on behalf of INTER-COUNTY TITLE CO.; that he has read the foregoing Subordination Agreement and knows its contents, which are true of his own knowledge, except as to the matters which are stated upon his information or belief, and as to those matters he believes it to be true.

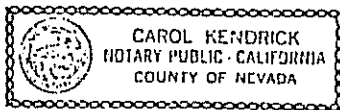


Subscribed and sworn to before me
this 2nd day of September, 1967.



Notary Public, State of California,
Principal Office: Nevada County.

432 PAGE 486



My Commission Expires September 22, 1971

STATE OF CALIFORNIA
County of ~~San Diego~~ *Nevada* } ss.

Leonard D. A. Frierman, being duly sworn, says:

That he is a Partner of BEVERLY INVESTMENTS, a partnership, the Beneficiary under the said deed of trust in the above-entitled agreement, and is authorized to make this verification for and on behalf of BEVERLY INVESTMENTS; that he has read the foregoing Subordination Agreement and knows its contents, which are true of his own knowledge, except as to the matters which are stated upon his information or belief, and as to those matters he believes it to be true.

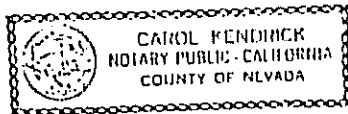
Leonard D. A. Frierman

Subscribed and sworn to before me
this 22 day of sept. , 1967.

Carol Kendrick

Notary Public, State of California,
County of Nevada

NO. 432 PAGE 487



My Commission Expires September 22, 1971

9865