

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

01/19/2012, 2012-0004852

CHINQUAPIN HOMEOWNERS
ASSOCIATION
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P.O. Box 2369
Olympic Valley, CA 96146

(Space Above For Recorder's Use)

**FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHINQUAPIN HOMEOWNERS ASSOCIATION**

CHINQUAPIN HOMEOWNERS ASSOCIATION

FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CHINQUAPIN HOMEOWNERS ASSOCIATION

Effective December 26, 2011, the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Chinquapin Homeowners Association, a California non-profit mutual benefit corporation ("the Declaration"), which Declaration was recorded October 21, 2010, in the Placer County Recorder's Office, as Document No. 2010-0085196, is amended as follows:

- I. ARTICLE II (Property Rights and Obligations of Owners), is amended to add new section 2.01(g) as follows:

(g) The Association shall also have the right to subdivide, sell, or otherwise transfer or encumber a part or parts of the Project Common Area, or any Common Facility, to private parties or public entities, for such purposes and subject to such conditions as may be agreed by the Owners; provided, however, that no such subdivision, sale or other transfer or encumbrance can be done, unless at least sixty-six and two-thirds (66-2/3%) of the total voting power of the members approve such subdivision, sale, transfer or encumbrance, by vote under the double-envelope, secret written ballot voting procedures detailed in the Association's Election Rules and California Civil Code sections 1363.03 and 1363.04, and any amendments thereto. Furthermore, no subdivision, sale, or other transfer or encumbrance of any part or parts of the Project Common Area or any Common Facility, shall be permitted if it would block ingress or egress to any Residence Lot.

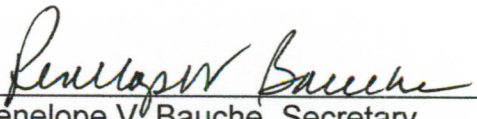
- II. ARTICLE VII (Use of Properties and Restrictions), section 7.02 is amended as follows:

7.02 Project Common Area. Except for the Association's authority to subdivide, sell, or otherwise transfer or encumber parts of the Project Common Area after approval by a sixty-six and two-thirds percent (66-2/3%) member vote, the Project Common Area shall be used only for recreational purposes and other purposes incidental and ancillary to the use of the Residence Lots.

Certificate of Secretary

The undersigned Secretary of the Chinquapin Homeowners Association, a California non-profit mutual benefit corporation, hereby certifies that the foregoing First Amendment to the Second Amended and Restated Declaration of covenants, conditions and Restrictions of the Chinquapin Homeowners Association, were duly approved by a sixty-six and two-thirds percent (66 2/3rds%) vote by written ballot of the total voting power of the membership, and that the Member ballots were opened and counted at a noticed Board Meeting held December 26, 2011, and that a copy of the proposed amendments herein were sent to all Members of the Association at least thirty (30) days prior to the date of that meeting.

Dated: 1/11/12



Penelope V. Bauche, Secretary
Chinquapin Homeowners Association

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

State of California

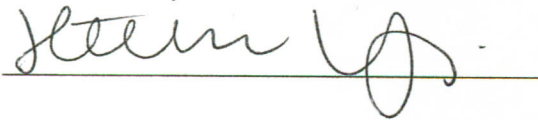
County of Sacramento

On Jan 11th, 2012, before me, Heather Yapshing,

a Notary Public, personally appeared **Penelope V. Bauche**, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.





(Notary Public Seal)