Recording Requested By &
When Recorded Return To:

McKinney Shores Property Owners Association
c/o ANGIUS & TERRY LLP
1451 River Park Drive, Suite 285
Sacramento, Ca 95815

PLACER, County Recorder
JIM MCCAULEY
DOC- 2008-0068661-00
Check Number 1747jl
Monday, AUG 25, 2008 12:46:15
MIC $3.00|AUT $5.00|SBS $4.00
ERD $1.00|RED $1.00|REC $7.00
Ttl Pd $21.00 Rcpt # 0001829595
jlf/JL/1-5

SECOND AMENDMENT TO THE FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MCKINNEY SHORES PROPERTY OWNERS ASSOCIATION

(This instrument is being filed to correct errors on page 3.)

SECOND AMENDMENT TO THE FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MCKINNEY SHORES PROPERTY OWNERS ASSOCIATION

Recitals

A. McKinney Shores Property Owners Association, a California nonprofit mutual benefit corporation (the "Association"), is a community association organized to manage and maintain the McKinney Shores development (the "Development") located in the County of Placer, California. The real property within the Development is described as, including any annexations thereto:

> All of that certain real property shown, designated, and delineated upon the Official Map of McKinney Shores, filed for record in the office of the Recorder of Placer County, on the 26th day of June 1961, in Book G of Maps, at Page 25.

B. The First Amended Declaration of Covenants, Conditions and Restrictions of McKinney Shores Property Owners Association (the "CC&Rs") had been filed with the Placer County Recorder on November 15, 2001, as Document 2001-0119842.

C. The First Amendment to the First Amended Declaration of Covenants, Conditions and Restrictions of McKinney Shores Property Owners Association had been filed with the Placer County Recorder on October 3, 2002, as Document 2002-0119457.

D. On May 25, 2006, the Owners of the Association approved the following amendment to the CC&Rs.

Amendment

Article III, Section 3.11 is added and provides:

Section 3.11. Residence Installation and Alteration Restriction. No Improvement, including a Residence, on a Lot may be installed or altered in a location or manner which either (i) obstructs or interferes with the view from other Lots of Lake Tahoe, or (ii) exceeds the height according to the "TRPA Code of Ordinance Chapter 22 - Height Standards," except as follows. The Association may allow such an Improvement, at the sole discretion of the Board, only if prior to its installation or alteration, the Owner of the Lot on which the Improvement is to be installed or altered both (i) agrees in writing to pay to defend and indemnify the Association in the event of a claim or lawsuit related to the Improvement, and (ii) provides to the Association written consent to the Improvement from all Owners whose views from their Lots of Lake Tahoe may be obstructed or interfered with by the Improvement.

Certification

We, the undersigned, certify:

1. We are duly elected and qualified directors of the McKinney Shores Property Owners Association.

2. This Second Amendment to the First Amended Declaration of Covenants, Conditions, and Restrictions was duly approved on May 25, 2006, by the McKinney Shores Property Owners Association in accordance with the procedures for amendment as set forth in the CC&Rs.

McKinney Shores Property Owners Association

Dated: 8-22-08

John Erman, President

Dated: 8/22/08

Ellen Magnani, Secretary

Acknowledgment

State of California
County of Placer)

On 9/22/08 before me, J Friedman, Notary (insert name and title of the officer) personally appeared John Erman,
who 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 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 _____ (Seal)

J. FRIEDMAN
Commission # 1588732
Notary Public - California
Placer County
My Comm. Expires Jun 20, 2009

Acknowledgment

State of California
County of Placer)

On 6/22/08 before me, J Friedman, Notary (insert name and title of the officer) personally appeared Ellen Magram,
who 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 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 J Friedman (Seal)

J. FRIEDMAN
Commission # 1588732
Notary Public - California
Placer County
My Comm. Expires Jun 20, 2009