

Campus Commons Corporation No. Four

Managed by The Helsing Group, Inc. | 925-355-2100 | campuscommons4@helsing.com

APPROVED RULE NOTICE

2ND AMENDMENT TO CAMPUS COMMONS VILLAGE CORPORATION NO. FOUR SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Dear Homeowner,

Please see attached 2nd Amendment of the CC&R's recorded by the Sacramento County Recorder's Office on September 14th, 2022:

- 1. Delegation of Use – Tenants and Purchasers: Section 6.01(A)*
- 2. Leasing Of Lots – Restriction: Section 6.06(B)*
- 3. Leasing Of Lots – Terms: Section 6.06(C)*
- 4. Leasing Of Lots – Procedure: Section 6.06(D)(i)*
- 5. Leasing Of Lots – Exemptions: Section 6.06(G)*
- 6. Section 7.02(B)(i)(b)*
- 7. Section 7.02(C)*
- 8. Section 7.03(A)(i)*

Should you have any questions, please do not hesitate to reach out to your Association's management team.

Campus Commons Corporation No. Four

for: The Board of Directors **by:** The Helsing Group, Inc. As Managing Agent

ph: (925) 355-2100 | **email:** campuscommons4@helsing.com | **web:** www.helsing.com



RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

CAMPUS COMMONS VILLAGE
CORPORATION NO. FOUR
c/o Baydaline & Jacobsen LLP
895 University Avenue
Sacramento, CA 95825
Attn: Jennifer M. Jacobsen, Esq.

Sacramento County
Donna Allred, Clerk/Recorder

Doc # **202209140910**

9/14/2022 2:18:07 PM

BML
Titles 1
Pages 9

Fees	\$119.00
Taxes	\$0.00
PGOR	\$0.00
Paid	\$119.00

(Space Above for Recorder's Use)

SECOND AMENDMENT
TO
CAMPUS COMMONS VILLAGE
CORPORATION NO. FOUR
SECOND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

**SECOND AMENDMENT
TO
CAMPUS COMMONS VILLAGE
CORPORATION NO. FOUR
SECOND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This *Second Amendment to Campus Commons Village Corporation No. Four Second Restated Declaration of Covenants, Conditions and Restrictions* (the "Second Amendment") is executed by the Campus Commons Village Corporation No. Four (the "Association"), a California nonprofit mutual benefit corporation.

RECITALS

A. An instrument entitled the *Campus Commons Village Corporation No. Four Second Restated Declaration of Covenants, Conditions and Restrictions* was recorded on March 2, 2000, in Book 20000302, at Page 0903, in the Official Records of Sacramento County, California (the "Declaration"). The Declaration was amended in an instrument entitled the *First Amendment to Campus Commons Village Corporation No. Four Second Restated Declaration of Covenants, Conditions and Restrictions*, recorded on April 10, 2015, in Book 20150410, at Page 0467, in the Official Records of Sacramento County, California (the "First Amendment").

B. The Declaration encumbers that certain real property located in Sacramento County, commonly known as Campus Commons Village No. Four (the "Development"), and more particularly described as follows:

Lots 401 through 453, and Lot 454C, as shown on the official plat of Campus Commons Unit No. Four, recorded in the office of the County Recorder of Sacramento County on November 26, 1969 in Book 84 of Maps, Map No. 3, Map No. 19.

Lot A, as shown on the official plat of Campus Commons Unit No. 1, recorded October 29, 1965, in Book 78 of Maps, Map No. 3 in the Official Records of Sacramento County, California.

Lot 2A, as shown on the official plat of Campus Commons Unit No. 3, recorded July 9, 1969, in Book 84 of Maps, Map No. 6 in the Official Records of Sacramento County, California.

C. The Association is the community association formed to manage the Development and to enforce the provisions of the Declaration and other Governing Documents.

D. In order to: (a) retain the Development's ability to comply with eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Development be substantially owner-occupied; (b) ensure the Association can obtain reasonable rates for insurance; (c) protect the value of the Units in the Development; (d) preserve the character of the Development as a residential community of owner-occupied residences; (e) prevent the Development from assuming the character of tenant-occupied Units; and (f) ensure that those who manage the Association are committed to enhancing the livability and property values within the Development, on September 28, 2021, this

Second Amendment was approved by at least fifty-one percent (51%) of the total voting power of the Association, pursuant to Section 17.01 of the Declaration.

NOW, THEREFORE, upon the recordation of this Second Amendment in the Official Records of Sacramento County, California, the Declaration shall be amended as follows:

1. Delegation of Use—Tenants and Purchasers. Section 6.01(A) of the Declaration is amended and restated in its entirety to read as follows:

Tenants and Purchasers. In the event of a sale, lease, or rental of a Lot and Residence, the Owner shall delegate the Owners' rights to use and enjoy the Common Area and Common Facilities of the Association and the Park Corporation to the purchaser, tenant, or lessee who resides in the Residence; provided, however, that any rental or lease complies with all other restrictions in the Declaration and other Governing Documents relating to leasing or renting a Lot and Residence. During any period when a Residence has been rented or leased, the Owner and the Owner's family shall not be entitled to use and enjoy the Common Area or Common Facilities of the Park Corporation, except for the following:

(i) The restriction on usage by Owner-lessors shall not apply to any Owner-lessor who is contemporaneously residing in another Residence within the Development.

(ii) Non-resident Owners who are leasing their Residences shall have full rights to access the Residence to perform the Owners' responsibilities as a lessor.

2. Leasing of Lots—Restriction. Section 6.06(B) of the Declaration, which was added to the Declaration in the First Amendment, is amended and restated in its entirety to read as follows:

Restriction. No Owner shall lease their Lot if, by leasing the Lot, the total number of Lots leased within the Development will exceed thirty percent (30%). The Lease of any Lot exceeding twenty-five percent (25%), or thirteen (13), of the total number of Lots leased within the Development will be subject to the approval of the Board of Directors on a case-by-case basis up to the amount of thirty percent (30%) or fifteen (15) Lots, in order to consider situations that are in the best interest of the Association or any hardship, as specified in Section 6.06(F), of an Owner seeking to lease their Lot when the cap of twenty-five percent (25%) has been reached. For purposes of this Second Amendment, any Lot which is owned by a revocable trust, or which is owned by one or more trustees of a revocable trust, shall be deemed not to be leased when it is occupied by one (1) or more persons who are either the trust's trustor(s), trustee(s), and/or beneficiaries.

3. Leasing of Lots—Terms. Section 6.06(C) of the Declaration, which was added to the Declaration in the First Amendment, is amended and restated in its entirety to read as follows:

Terms. Any lease of any Lot shall be in writing and the written agreement shall expressly provide: (1) that it is subject to all provisions of the Association's Governing Documents, (2) that the lessees of the Lot shall comply with all provisions of the Association's Governing Documents, (3) that any violation of any such provisions of the Association's Governing Documents shall constitute a breach and default of the terms of such lease, and (4) that no lessee may sublet or assign their lease. The lease agreement shall also contain any other terms that may be required by the Association's rules and regulations. The term of any lease agreement shall be for a period of not less than thirty (30) days. Any Owner leasing a Lot shall provide the lessee with a copy of the

Association's Governing Documents. No Owner shall be permitted to lease their Lot for transient or hotel-like purposes. No Owner may lease less than the entire Lot.

4. Leasing of Lots—Procedure. Section 6.06(D)(i) of the Declaration, which was added to the Declaration in the First Amendment, is amended and restated in its entirety to read as follows:

Application. Any Owner who wants to lease their Lot shall submit a written application, as provided by the Association, and a copy of their proposed lease agreement to the Association at least thirty (30) days prior to the proposed lease or rental start date of their Lot. At a minimum the application shall state: (a) the Owner's name and mailing address and address of the Lot proposed to be leased; (b) the proposed lease terms, which shall be no less than thirty (30) days; and (c) such other information as the Association may from time to time require. No lease agreement may be effected prior to the Owner receiving the Association's approval of their application. The Association shall provide the Owner with notice of eligibility or ineligibility to lease within five (5) business days of receipt of the application. Once an application is approved, the Owner must provide the Association with a copy of the signed lease agreement within thirty (30) days.

5. Leasing of Lots—Exemptions. Section 6.06(G) of the Declaration, which was added to the Declaration in the First Amendment, is amended and restated in its entirety to read as follows:

Exemptions. This Section 6.06 of the Declaration shall not apply to any Member who was the Owner of Record on the date the First Amendment was recorded, but shall thereafter apply to such Lot or Lots upon transfer of title to such Lot subsequent to the date the First Amendment was recorded.

6. Section 7.02(B)(i)(b) of the Declaration is amended and restated in its entirety to read as follows:

(b) The Association shall not be responsible for the maintenance, repair, or replacement of exterior doors, screen doors, garage doors, carport unit doors, or exterior lighting fixtures and other hardware and glass surfaces, unless the structure is owned by the Association and does not constitute Exclusive Use Common Area.

7. Section 7.02(C) is added to the Declaration as follows:

C. Exclusive Use Common Area Garages and Carports. Garages and carports that are assigned to or exclusively used by the Owner constitute Exclusive Use Common Area. The Association shall be responsible for the maintenance, repair, and replacement of Exclusive Use Common Area garages and carport units; notwithstanding the foregoing, the Association *shall not* be responsible for the maintenance, repair, and replacement of the Exclusive Use Common Area garage doors and carport unit doors.

8. Section 7.03(A)(i) of the Declaration is amended and restated in its entirety to read as follows:

(i) All foundations, fencing, trellises, exterior walls and roofing, all window glass and frames, including security windows, all household doors and the Owner's respective Exclusive Use Common Area garage doors and carport unit doors, including screen and

security doors, automatic garage door openers, all interior and exterior lighting fixtures, all kitchen and bathroom appliances and fixtures and all television, cable and satellite antennas and dishes, and any equipment installed by the Owner or tenant.

9. **Miscellaneous.** To the extent any provision of this Second Amendment conflicts with any provision of the Declaration, the provision of this Second Amendment shall prevail. Except as expressly provided herein to the contrary, the capitalized terms in this Second Amendment shall have the same meanings given such terms in the Declaration. Except as amended by this Second Amendment, the Declaration is hereby ratified and confirmed by the Association and remains in full force and effect with respect to all property comprising the Development.

10. **Effective Date.** This Second Amendment has been executed by the Association to be effective upon its recordation in the Official Records of Sacramento County, California.

CERTIFICATE OF AMENDMENT

The undersigned, the President and the Secretary of the Association, certify that this Second Amendment was duly adopted by the Members as Section 17.01 of the Declaration requires.

**CAMPUS COMMONS VILLAGE CORPORATION
NO. FOUR**, a California nonprofit mutual benefit corporation

By: Nancy Comstock
Nancy Comstock President

By: _____
_____, Secretary

See attached

CERTIFICATE OF AMENDMENT

The undersigned, the President and the Secretary of the Association, certify that this Second Amendment was duly adopted by the Members as Section 17.01 of the Declaration requires.

**CAMPUS COMMONS VILLAGE CORPORATION
NO. FOUR**, a California nonprofit mutual benefit
corporation

By: _____

_____, President

By: _____

Agnes M Daks Tra, Secretary

**CALIFORNIA NOTARIAL
CERTIFICATE ATTACHED**

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 the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento)

On 11/21/2021 before me, Marin Zambrano Notary Public
(insert name and title of the officer)

personally appeared Nancy Comstock
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)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 the truthfulness, accuracy, or validity of that document.

State of California }
County of Sacramento }

On July 26th, 2022 before me, Jasdeep Biring, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Agnes M. Dykstra
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Second Amendment to Campus Common Village Corp #4
Document Date: July 26th, 2022 Number of Pages: 5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Signer's Name:
[] Corporate Officer - Title(s):
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Trustee [] Guardian or Conservator
[] Other:
[] Other:
Signer is Representing:
Signer is Representing: