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OFFICIAL RECORD
Requested By:
SARATOGA SPRINGS ESTATES

Assessor's Parcel Number: _____

Recording Requested By: Emily Mueller - Assoc Manager

✓ Name: Saratoga Spring Estates Homeowner Association

Address: P.O. Box 1034

City/State/Zip Minden, NV 89423

Real Property Transfer Tax: \$ _____

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00
BK-0606 PG- 1105 RPTT: 0.00



When Recorded, Mail to:
Saratoga Springs Estates Homeowners Association
P.O. Box 1034
Minden, Nevada 89423

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SARATOGA SPRINGS ESTATES, A PLANNED UNIT DEVELOPMENT, PHASE V
MINDEN, DOUGLAS COUNTY, NEVADA**

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SARATOGA SPRINGS ESTATES, A PLANNED UNIT DEVELOPMENT, PHASE V ("CC&R'S") was recorded in the office of the Douglas County Recorder on May 4, 2001, as Document No. 0513572.

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

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P.O. Box 1034
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SARATOGA SPRINGS ESTATES, A PLANNED UNIT DEVELOPMENT, PHASE V
MINDEN, DOUGLAS COUNTY, NEVADA

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WHEREAS, Saratoga Springs Estates Homeowners Association, a Nevada non-profit corporation, hereby amends said Declaration as permitted by Article VIII, Section 16 of said Declaration as follows:

1. ARTICLE I, SECTION 11 is added as new section to read in its entirety as follows:

SECTION 11. "Dwelling" shall mean a building or other structure actually or intended to be occupied for residential purposes by any person or persons.

2. ARTICLE II, SECTION 17 Subparagraph (b) is amended to read in its entirety as follows:

(b) Except as provided in this section, no recreational vehicle or equipment shall hereafter be permitted to remain upon the lot, including without limitation, streets, alleys or driveways, unless: 1) for ½ acre lots there is a separate RV enclosure construction as approved by the Architectural Review Committee, or 2) for 1/4 or 1/3 acre lots RV's must be stored behind the front dwelling setback on the garage side of the dwelling and enclosed within a minimum five (5) foot high solid fence approved by the Architectural Review Committee. No recreational vehicle or equipment shall be permitted in rear yards except that boats, boat trailers, off-road vehicles or any other similar type of vehicle or equipment may be parked in the rear yards of a residence as long as they do not exceed the height of the solid fence required in this paragraph and the owner obtains prior approval from the Board of Directors or a separate committee created by the Board of Directors.

3. ARTICLE VIII, SECTION 1 is amended to read in its entirety as follows:

SECTION 1. Enforcement. Any owner or the Association in its own name and on its own behalf, or on behalf of any owner who consents, can commence and maintain actions for damages to restrain and enjoin any actual or threatened breach of any provisions of this declaration or the articles or bylaws, or any rules of the Association, and to enforce by mandatory injunction, or otherwise, all of these provisions.

4. ARTICLE VIII, SECTION 2 is amended to read in its entirety as follows:

SECTION 2. No Waiver. Failure by the Association or any owner to enforce any covenant, condition or restriction herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

PH5-1 First Amendment to Declaration

5. ARTICLE VIII, SECTION 3 is amended to read in its entirety as follows:

SECTION 3. Cumulative Remedies. All rights, options and remedies of the Association or the owners under this Declaration are cumulative, and not one of them shall be exclusive of any other, and the Association and the owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

6. ARTICLE VIII, SECTION 8 is amended to read in its entirety as follows:

SECTION 8. Nuisance. The result of any act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any owner. Such remedy shall be deemed cumulative and not exclusive.

7. ARTICLE VIII, SECTION 16 (c) is amended to read in its entirety as follows:

SECTION 16 (c). Amendments. An amendment or modification that requires the vote and written assent of the owners as herein above provided shall be effective when executed by the Association, who shall certify that the amendment or modification has been approved as herein above provided, and when recorded in the official records of the county.

In all other respects, other than those declared terms set forth herein as reference in this First Amendment to Declaration of Covenants, Conditions and Restrictions of Saratoga Springs Estates, A Planned Unit Development Phase V, the Declaration of Covenants, Conditions and Restrictions of Saratoga Springs Estates dated April 20, 2001, shall remain in full force and effect.

IN WITNESS WHEREOF, the Saratoga Springs Estates Homeowners Association, Inc. has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions of Saratoga Springs Estates, A Planned Unit Development, to be executed this 31st day of May 2006.

SARATOGA SPRINGS ESTATES HOMEOWNERS ASSOCIATION, INC.

By Robert P. Evans
President
Robert P. Evans

STATE OF NEVADA)

COUNTY OF DOUGLAS)

On 5-31, 2006, before me, a notary public, personally appeared Bob Evans, President of SARATOGA SPRINGS HOMEOWNERS ASSOCIATION, INC., personally known (or proved) to me to be the person whose name is subscribed to the above Instrument entitled "DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SARATOGA SPRINGS ESTATES PHASE VI, A PLANNED DEVELOPMENT" who acknowledged that he executed the instrument.



JANICE K. CONDON
NOTARY PUBLIC
STATE OF NEVADA
Appt. Recorded in Douglas County
My Appt. Expires September 11, 2008
No: 93-1151-5

Janice K. Condon
Notary Public

PH5-2 First Amendment to Declaration