



**RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:**

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The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GRANDVIEW RANCH**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANDVIEW RANCH (this "Amendment") is made by GRANDVIEW DOUGLAS, LLC, a Nevada limited liability company ("Declarant"), with reference to the following:

RECITALS:

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Grandview Ranch recorded in the Official Records of the County Recorder of Douglas County, Nevada ("Official Records"), on April 25, 2012, as Document Number 801371 (which, together with any amendments, supplements, and/or addenda thereto, is herein referred to as the "Declaration"). The Declaration covers (i) that certain property located in Douglas County, State of Nevada, more particularly described in Exhibit "A" to the Declaration.

B. Pursuant to Section 13.2 of the Declaration, Declarant, as both Declarant and the Owner representing 63 of the 64 Lots in the Project (and thus in excess of 98% of the voting power of the Association), hereby desires to amend the Declaration as set forth below.



C. All capitalized terms used herein without definition shall have the meaning given to such terms in the Declaration.

NOW, THEREFORE, the Declaration shall be amended as follows:

1. The Recitals above are incorporated into this Amendment.
2. The second sentence of Section 3.16 is hereby deleted in its entirety and replaced with the following language:

Subject to the foregoing, no fence, wall, hedge, tree, plant, shrub, lawn, or foliage shall be planted, kept or maintained by an Owner in such a manner as to create a potential hazard or any aesthetically unsatisfactory appearance on the Lot (as determined by the Architectural Committee).

3. Section 9.9 is hereby deleted in its entirety and replaced with the following language:

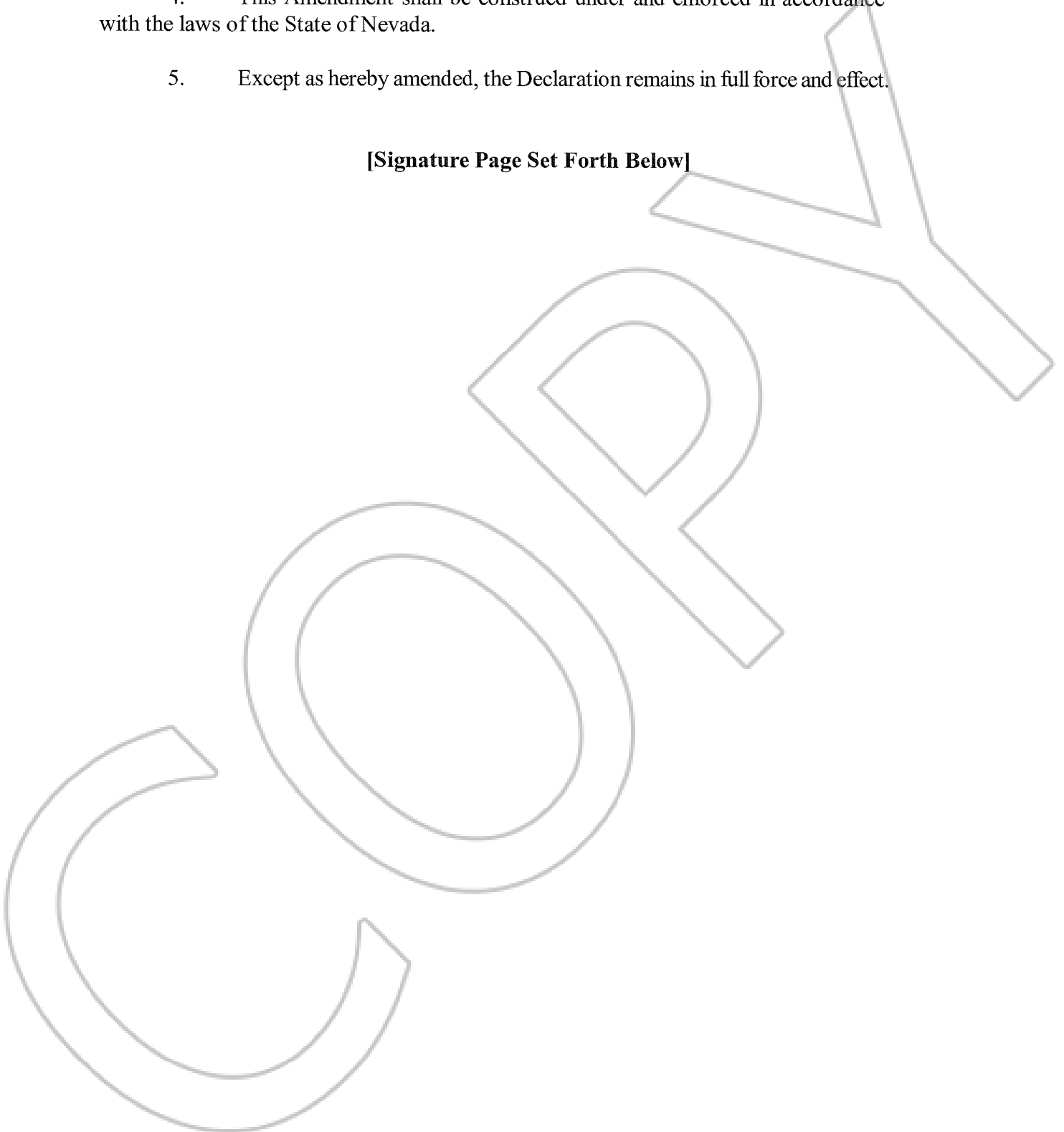
3.8 Animals. No animals, fowls, reptiles, poultry, fish or insects of any kind ("animals") shall be raised, bred or kept within the Project, except that a reasonable number of dogs, cats or other household pets ("Household Pets") may be kept within a residence provided any such animals are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance or any other provision of this Declaration and such limitations as may be set forth in the Rules. As used in this Declaration "unreasonable quantities" shall mean more than four (4) Household Pets per household. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to other Owners in the Project. No animals shall be kept upon a Lot until such time as a certificate of occupancy has been issued for the dwelling on the Lot and adequate provisions approved by the Architectural Committee have been made for confining such pets to the Lot. No dog houses, dog runs, pens, or enclosures are allowed on any Lot, unless the same are screened from view by landscaping or fencing and approved by the Architectural Committee. Animals belonging to Owners, residents, or their guests within the Project must be either kept within an enclosure or on a leash or other restraint being held by a person capable of controlling the animal, and who then has in his possession a proper or adequate utensil or other means of cleaning up immediately all feces of such animal. No animal may be tethered and left unattended in any front yard area or in any portion of the Areas of Common Responsibility. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all remaining Owners, residents, their families and guests, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Project by an Owner or resident or by members of their family or guests; and it shall be the absolute duty and responsibility of each such Owner to clean up immediately after such animals which have used any portion of the Areas of Common Responsibility. In addition to the foregoing, all animals shall be kept subject to the conditions and restrictions set forth in the Douglas County Development Code and all applicable laws.



4. This Amendment shall be construed under and enforced in accordance with the laws of the State of Nevada.

5. Except as hereby amended, the Declaration remains in full force and effect.

[Signature Page Set Forth Below]





IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date opposite its signature below.

Declarant:

GRANDVIEW DOUGLAS, LLC,
a Nevada limited liability company

By: SCM CORP. OF NEVADA,
a Nevada corporation

Its: Manager

Date: February 28, 2014

By:
Steve C. Mothersell, Sr.

Its: President

STATE OF CALIFORNIA)
)ss
COUNTY OF Stanislaus)

On February 28, 2014, before, the undersigned Notary Public in and for said State, personally appeared **Steve C. Mothersell, Sr.**, personally known to me or ~~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 this instrument.

WITNESS my hand and official seal.

(Notary Seal)

