



KAREN ELLISON, RECORDER

When recorded mail to:
Genoa Lakes Resort Homeowners Association
c/o New Valley Management
1664 Highway 395 N. #106
Minden, NV 89423

The undersigned hereby affirms 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)

**FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GENOA LAKES RESORT HOMEOWNERS ASSOCIATION
(FKA Canyon Creek Meadows/FKA Montana Homeowners Association)**

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Genoa Lakes Resort Homeowners Association ("Fifth Amendment") is made effective July 24, 2017, and certified by the President and Secretary of the Genoa Lakes Resort Homeowners Association, Inc., a Nevada non-profit corporation (the "Association").

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows recorded on February 13, 2004 as Document No. 0604581 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the First Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows recorded on August 12, 2004 as Document No. 0621279 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows recorded on February 28, 2006 as Document No. 0668801 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows recorded on July 26, 2013 as Document No. 0827900 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows recorded on August 1, 2013 as Document No. 0828216 of the Official Records of Douglas County, State of Nevada (the Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are collectively "the Declaration"); and

WHEREAS, not less than sixty-seven percent (67%) of the voting power of the Association approved this Fifth Amendment as hereinafter set forth;

NOW, THEREFORE, the undersigned hereby acknowledge and certify that the Owners (as defined in the Declaration) entitled to cast at least sixty seven percent (67%) of the votes vote to amend the Declaration as follows.

A. Article I shall be amended as follows:

1.20 "Member" means every Owner that is required to pay assessments as provided in Section 6.7.

B. Article II shall be amended as follows:

2.2 Use of the Common Area. Except as otherwise expressly provided in this Declaration, the Common Area shall be used for the intended purposes as shown on the Map and as provided in this Declaration, and no persons other than the Owners, their family members, guests and invitees or the Owner's tenants, their family members, guests and invitees shall be allowed to in any manner use or occupy the Common Area. Each Owner shall at all times be responsible for any and all activities of his tenants, guests and invitees using the Common Area. No Improvements within the Common Area shall be altered or removed, except at the express direction of the Declarant until the Declarant's Control Termination Date, and thereafter at the express direction of the Association upon the vote of the Members as provided in Section 2.4 hereof. The Board shall adopt reasonable rules and regulations ("Rules and Regulations") governing the use of the Common Area, including parking of vehicles. The following are prohibited within any flood plain and wetland areas of the Property delineated on the final subdivision map: the construction of buildings, solid fences and grading. Filling or dredging in delineated wetland areas is also prohibited. The recreational facilities shall only be available to Members, except as provided in Section 5.2.5.

C. Article III shall be amended as follows:

3.11 Construction of Residence.

3.11.1 Completion of Residence. Each Owner is obligated to commence construction of a residence on such Owner's Lot no later than five (5) years after the date such Lot was annexed into the Association. Construction shall be deemed to have commenced on a Lot when a building permit is issued for the residence to be constructed thereon. Construction of the residence on a Lot must be completed within one (1) year after building permit is issued or obtained for the Lot. The Board may adopt Rules and Regulations providing for a schedule of construction penalties for violation of the provisions of this Section 3.11.1, which schedule shall be delivered to the Owners in accordance with applicable law.

D. Article IV shall be amended as follows:

4.3.1 Membership Qualifications. The Members of the Association shall be the Owners of the Lots that are required to pay assessments as provided in Section 6.7. The Owner(s)

of each Lot that are Members shall have one (1) membership in the Association ("Membership"). No other persons or entities shall become Members of the Association.

E. Article V shall be amended as follows:

5.1.2 Rules and Regulations. The Board shall have the power to adopt, amend, and repeal the rules and regulations relating to the use of the Common Area and for such other purposes as are expressly allowed by this Declaration or allowed pursuant to the Act (the "Rules and Regulations"); provided, however, that the Rules and Regulations shall not be inconsistent with or materially alter any provisions of this Declaration, the Articles, or the Bylaws. A copy of the Rules and Regulations as adopted, amended, or repealed, shall be promptly mailed or otherwise delivered to each Owner. In case of any conflict between any provision of the Rules and Regulations and any provisions of this Declaration, the Articles, or Bylaws, the conflicting provision of the Rules and Regulations shall be superseded by the provisions of this Declaration, the Articles, or the Bylaws. If the Association adopts a policy imposing a fine on an Owner for the violation of the Rules and Regulations, the secretary or other officer specified in the Bylaws shall prepare and cause to be hand-delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in by the Lot's Owner in the manner provided in Section 11.5 hereof, a schedule of the fines that may be imposed for those violations.

5.2.5 Improvements. The Association shall have the authority and power to construct, improve, repair and reconstruct Improvements on, over and under the Common Area that are not inconsistent with this Declaration and are appropriate for the use and benefit of Members, and to charge for the use thereof as deemed applicable. If an Owner that is not a Member wishes to use the recreational facilities, such Owner shall be required to pay all assessments paid by the Members.

F. Article VI shall be amended as follows:

6.7 Rate of Assessment; and Commencement of Annual Assessments. Except as otherwise specifically provided in this Declaration, all Assessments levied by the Association must be fixed at an equal rate for all Lots; and the amount assessed to each Lot shall be determined by dividing the total amount assessed by the total number of Lots subject to this Declaration. The requirement that all Assessments levied by the Association be fixed at an equal rate for all Lots may not be amended unless (1) Section 11.2 is met and (2) an affirmative vote of not less than a majority of the Owners of Lots not yet paying assessments approve such amendment. The Annual Assessments shall commence on the date when an Owner is issued a building permit or five (5) years after a Lot has been annexed into the Association, whichever occurs first.

SIGNATURES ON NEXT PAGE

Certification

We, the undersigned, hereby certify, under penalty of perjury, that this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Genoa Lakes Resort Homeowners Association was provided to its members for action and that of a total two-hundred and eleven(211) voting units, one-hundred and sixty-one (161) voted in favor of this Fifth Amendment; that the affirmative action was taken by those members whose votes are recorded in the official records of the Association, and that such affirmative vote conforms with the requirements that there be at least a majority affirmative vote found in the Declaration.

Board of Directors of Genoa Lakes Resort Homeowners Association, a Nevada Non-profit Corporation

By: *Douglas Slack*
Douglas Slack
Its: President

By: *Regina Groman*
Regina Groman
Its: Secretary

STATE OF NEVADA)
)
COUNTY OF Douglas)

This instrument was acknowledged before me on July 27, 2017, by Douglas Slack as President of Genoa Lakes Resort Homeowners Association, a Nevada nonprofit corporation.

Katelyn L. Beckham
Notary Public

STATE OF NEVADA)
)
COUNTY OF Douglas)



This instrument was acknowledged before me on July 27, 2017, by Regina Groman as President of Genoa Lakes Resort Homeowners Association, a Nevada nonprofit corporation.

Katelyn L. Beckham
Notary Public

