

APN: 1318-23-301-001

DOUGLAS COUNTY, NV **2019-939207**
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\$35.00 Pgs=4 12/09/2019 08:39 AM
SIGNATURE TITLE - ZEPHYR COVE
KAREN ELLISON, RECORDER

WHEN RECORDED RETURN TO:

Amber Veatch
IPM
123 W. Nye Ln, Suite 720
Carson City, NV 89706

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS FOR SIERRA COLINA HOMEOWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR SIERRA COLINA HOMEOWNERS ASSOCIATION (“Amendment”) is made by SIERRA COLINA HOMEOWNERS ASSOCIATION (“Association”), a Nevada nonprofit corporation.

RECITALS

WHEREAS, the Declarant recorded the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sierra Colina Homeowners Association on July 24, 2019 in the Official Records of the Douglas County Recorder as Document No. 2019-932522 (“Declaration”), superseding the prior Declaration and any amendments thereto;

WHEREAS, the Declarant recorded a Declaration of Annexation of Property into Sierra Colina Homeowners Association for Lots 25-27 on October 31, 2019 in the Official Records of the Douglas County Recorder as Document No. 2019-937448.

WHEREAS, the Sierra Colina Homeowners Association (“Association”) and the Owner of Lot 24 recorded a Declaration of Annexation of Property into Sierra Colina Homeowners Association on November 1, 2019 in the Official Records of the Douglas County Recorder as Document No. 2019-937509.

WHEREAS, Article XVIII, Section 18.4 of the Declaration provides that the Declaration may be amended by the affirmative vote of Owners holding more than sixty percent (60%) of the voting power of the Association;

WHEREAS, the total voting power of the Association at the time of this Amendment is four (4);

WHEREAS, the requisite percentage did vote in favor of this Amendment by ballots counted on November 18, 2019; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article IV, Section 4.26 of the Declaration shall be superseded and replaced as follows:

4.26 Fences and Obstructions. Other than fencing that constitutes a Common Area improvement that is maintained by the Association and private fencing that may be allowed in unusual circumstances by the Committee, in its sole discretion, no fencing except as provided below shall be allowed. The Declarant may construct a boundary fence around all or any part of the Project. This boundary fence shall not be removed, replaced or changed in any way by Residence Owners. Nothing herein contained shall prevent the Association from constructing additional fencing and/or necessary erection of retaining walls required by topography or by security or privacy needs and approved by Declarant and/or Committee. Dog enclosures of a standard size, material, and location under the downslope Residence decks, which standard shall be on file with the Committee, are allowed to be installed by Owners at Owner's sole cost and expense if the enclosure is in compliance with the standard without the need for Committee approval. Owners shall obtain any separate permit approvals that may be required by governmental agencies. The Association may establish rules and regulations restricting and controlling the use of said enclosures and the animals therein. Owners shall be solely responsible for the proper maintenance of the fence and associated maintenance costs, including staining. No hedge, tree, plant, shrub, lawn, or foliage shall be planted, kept or maintained by any Residence Owner on any part of the Common Area, without the approval of the committee, which approval may be denied or made conditional.

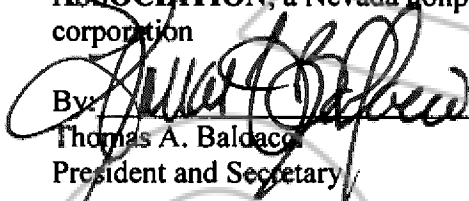
Article IV, Section 4.27 of the Declaration shall be superseded and replaced as follows

4.27 Animals. No livestock or other animals (excluding fish) or fowl, including without limitation, horses, mules, cows, sheep, goats, pigs, ducks, geese, chickens, and exotic pets shall be allowed or maintained in any Residence. Notwithstanding the foregoing, no more than two (2) typical household pets (e.g., dogs, cats, small birds, rabbits, hamsters, turtles, frogs, lizards, gerbils, nonpoisonous snakes, and fish within an aquarium) may be allowed or maintained in any Residence. Visitors may not bring animals into a Residence if the presence of such animal would cause the total number of pets present in such Residence to exceed two. The permitted pets shall be kept, bred, or raised solely as household pets for private use and not for commercial purposes. No animal shall be allowed to make unreasonably loud noises or shall otherwise be allowed to be a nuisance. No animal shall be permitted out of a Residence unless such animal is under the control of a person by means of a leash. Unattended animals may not be left on a Residence's exterior deck or dog enclosure for extended periods. No pets shall be kept upon a Lot until such time as a certificate of occupancy has been issued for the Residence. No dog houses are allowed on any Lot or Common Area. Upon request of any Residence Owner, the Committee, in its sole discretion, may determine for the purposes of this Section (i) whether a particular animal qualifies as a

permitted pet, (ii) whether it is a nuisance or (iii) whether, after it is designated as a permitted pet, it later becomes a nuisance.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of this 19th day of November, 2019.

**SIERRA COLINA HOMEOWNERS
ASSOCIATION**, a Nevada nonprofit
corporation

By: 
Thomas A. Baldacci
President and Secretary

NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE

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,

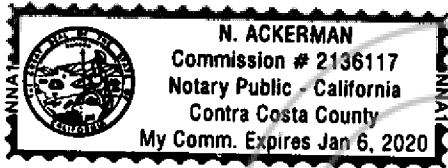
County of Contra Costa,

On November 25, 2019 before me, **N. ACKERMAN, NOTARY PUBLIC**, personally appeared
(Date)

THOMAS A. BALDACCI who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *N. Ackerman*
Signature of Notary Public

Place Notary Seal Above

-----**OPTIONAL**-----

Though this section is 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 of Type of Document: _____

Document Date: _____

Number of Pages: _____