

APN: 1318-23-301-001

1318-23-315-001 through 045

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.

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

THIS SECOND 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, the Declarant recorded the First Supplemental Declaration of Annexation into the Sierra Colina Homeowners Association for Lots 23 and 28-32 on December 9, 2019 in the Official Records of the Douglas County Recorder as Document No. 2019-939206.

WHEREAS, the Association recorded the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sierra Colina Homeowners Association ("First Amendment") on December 9, 2019 in the Official Records of the Douglas County Recorder as Document No. 2019-939207 amending Article IV, Sections 4.26 and 4.27 of the Declaration but leaving all other provisions in full force and effect.

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 Second Amendment is ten (10);

WHEREAS, the requisite percentage (7 out of 10) did vote in favor of this Amendment by ballots counted on April 16, 2020; and

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

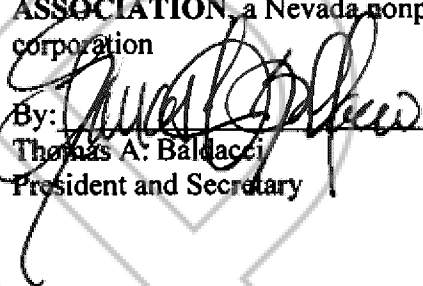
Article XII, Section 12.18 of the Declaration shall be superseded and replaced as follows:

12.18 Fees Payable Upon Transfer of Ownership. A working capital fund is to be established. A mandatory contribution to the working capital fund in the amount of two (2) months' of the current monthly assessment then applicable as to each Lot shall be collected from the Owner of each Lot upon the time of closing of the sale of that Lot by Declarant to Owner. Similarly, the closing of any subsequent sale or conveyance of the Lot by the then-Owner to any new Owner shall also trigger a mandatory contribution to the working capital fund, payable upon closing of that subsequent transaction, in the amount of two (2) months' worth of the monthly assessment then applicable to each Lot. Any transaction or series of transactions having the practical effect of transferring ownership or beneficial use of a Lot from one person to another shall trigger this requirement, including by way of illustration but not of limitation, any transfer of equitable interests or control in any business or corporate entity holding record title a Lot. Notwithstanding the foregoing, a transfer of property by a trust settler into a revocable trust for estate planning purposes shall not, in and of itself, trigger the payment requirement. Any amounts paid into the working capital fund shall not be considered as advance payment of assessments. Each Lot's share of the working capital fund shall be collected and then contributed to the Association by Declarant, as to each initial sale to an Owner, or at the time the sale of the Lot is closed as to each subsequent change in ownership. Until paid to the Association, the contribution to the working capital fund shall be considered an unpaid annual assessment, with a lien on Declarant's unsold Lots pursuant to the Act. During the Declarant Control Period, Declarant cannot use any of the working capital funds to defray its expenses, reserve contributions, or construction costs or to make up budget deficits. Each capital contribution owing upon a subsequent sale shall be due and payable immediately to the Association, and until paid shall be a

lien upon the Lot to which the capital contribution payment relates. In addition to the working capital contribution, the Association may also impose and collect a transfer fee at close of escrow to defray the cost of opening and closing any file in the records of the Association, not to exceed the amount permitted by law. The Association may also impose and collect resale disclosure fees for preparing those documents and statements required for a resale disclosure pursuant to NRS 116.4109, not to exceed the maximum amount permitted by law.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed as of this 20th day of May, 2020.

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

By: 
Thomas A. Baldacci
President and Secretary

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2020, before me the undersigned Notary Public, in and for said County and State, personally appeared Thomas A. Baldacci, known or proved to me to the President and Secretary of the Sierra Colina Homeowners Association, who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein provided.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE 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,

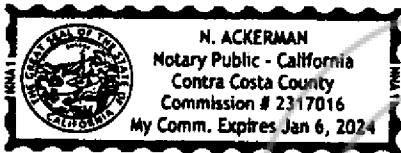
County of Contra Costa,

On May 20, 2020 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: Second Amendment to the Amended...

Document Date: _____

Number of Pages: 3