

- APNs: 1319-30-612-001
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- 1319-30-612-013



KAREN ELLISON, RECORDER

**Recording Requested by
and When Recorded Mail to:**

Michael L. Matuska, Esq.
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701

I, the undersigned, hereby affirm that this document submitted for recording does not contain the Social Security number of any person or persons.
(Per NRS 239B.030)

Melissa Johnson
(Signature)

MELISSA JOHNSON, SECRETARY, LOT 8 BOARD
(Print Name & Title)

**FIRST AMENDED DECLARATION OF ESTABLISHMENT OF COVENANTS,
CONDITIONS AND RESTRICTIONS
LOT 8 CONDOMINIUMS
TAHOE VILLAGE UNIT NO. 2
Douglas County, Nevada**

THIS FIRST AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS is made this 7TH day of AUGUST, ~~2019~~ 2020 by the undersigned owners and members of the Lot 8 Condominiums Homeowners Association.

Unless the context clearly indicates a different meaning therefore, all other words, phrases or terms used in this First Amended Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as previously set forth the Declaration of Establishment of Covenants, Conditions and Restrictions Lot 8 Condominiums, Tahoe Village Unit No. 2, recorded on February 6, 1979 in the Official Records of Douglas County, Nevada, in Book 279, Page 253, Document No. 29713 (“Declaration”), which definitions are incorporated herein by reference.

ARTICLE I DEFINITION OF TERMS shall be amended by adding thereto a new Section 5.1 as follows:

5.1. ADDITIONAL LIMITED COMMON AREA: In addition to the Limited Common Area identified in Section 5 above, LIMITED COMMON AREA shall include all that portion of the Common Area located on Level 1 behind Units A, C and D and which is enclosed by the westerly wall of the condominium building and extend to the ground level and all Limited Common Elements allocated to the Units pursuant to NRS 116.2102. The term LIMITED COMMON AREA may be used interchangeably with the term Limited Common Elements and shall have the same meaning.

ARTICLE VII USE RESTRICTIONS Section 2. MAINTENANCE OF UNIT shall be and is hereby replaced in its entirety as follows:

Section 2. MAINTENANCE OF UNIT. The owners shall maintain in good repair, the interiors of their units and all Limited Common Elements allocated to their units, and shall have the exclusive right, at their sole cost and expense, to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding their respective units. If an owner fails to so maintain his unit or Limited Common Elements or make repairs thereto in such a manner as may be deemed necessary in the judgment of the Board, to preserve and protect the attractive appearance and value of the project, the Board shall give written notice to such owner, stating with particularity the work of maintenance or repair which the Board finds to be required and requesting that the same be carried out within a period of 60 days from the giving of such notice. If such owner fails to carry out such maintenance or repair within the period specified by the Notice, the Board shall cause such work to be done and shall assess the cost thereof to such owner, such assessment which will become a lien against the property and may be enforced as set forth in ARTICLE VI. No notice is required for emergency work.

ARTICLE VII USE RESTRICTIONS shall be amended by adding thereto a new Section 3.1 as follows:

Section 3.1 OTHER STRUCTURAL CHANGES TO LIMITED COMMON AREA. The restrictions on structural changes set forth above in Section 3 apply in their entirety to Limited Common Elements.

ARTICLE VII USE RESTRICTIONS Section 15 USES OF LIMITED COMMON AREA is hereby replaced and superceded in its entirety as follows:

Section 15. USES OF LIMITED COMMON AREA. The owners of A, B, C, and D shall have the sole right of use of the Limited Common Area directly below their Units. This right shall include the right to finish the area as habitable area, including the right to install utilities, decorate, paint, plaster, install wallpaper or paneling or any other installation or use to make said area habitable.

No improvements shall be made to Limited Common Area on Level 1 behind Units A, C and D without the prior approval of the Board. The owners of Units A, C and D are further required to maintain all plumbing, mechanical and electrical fixtures located within the Limited Common Area behind their Unit, regardless of whether those fixtures are otherwise deemed Common Elements.

All such improvements to the Limited Common Area shall specifically be subject to the requirements of any building codes or other requirements of any government agency having the authority or jurisdiction to approve such improvements. The owner of the Unit entitled to the exclusive use of the Limited Common Area shall be solely responsible for all maintenance and upkeep of said Limited Common Area. Further, said owner shall be responsible to obtain adequate insurance coverage to protect the Association in the event of any casualty, damage or loss occurring in or emanating from said Limited Common Area, or that is otherwise caused by Owner's use of the Limited Common Area.

In the event there is an increase in the insurance premium to the Association because of the Owner's use or possession of the Limited Common Area, then the owner entitled to use or possession shall be responsible for the increase in the premium.

Further, the Association shall have all rights of easements for entrance into the Limited Common Area as set forth in this Declaration.

ARTICLE VIII GENERAL PROVISIONS shall be amended by adding thereto a new Section 1.1 as follows:

Section 1.1. OWNER KEY DEPOSIT FOR EMERGENCY REPAIR – RIGHT OF ENTRY – ADDITIONAL. To facilitate access required by Section 1, all Unit Owners shall allow the management agent access to the Units and any Limited Common Areas as may be set forth from time to time in policies adopted by the management agent or rules and regulations adopted by the board.

In all other respects, the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned has executed this Amended Declaration the day and year first above written.

By signing below, Melissa Johnson, as Secretary for the Association, certifies that this Second Amended Declaration has been approved by seventy-five percent (75%) of the condominium owners, upon a written ballot after notice was duly provided in accordance with the Nevada Revised Statutes and governing documents.

LOT 8 CONDOMINIUMS HOMEOWNERS ASSOCIATION

By: Melissa Johnson
Melissa Johnson
Its: Secretary

STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on the 7th day of August ²⁰2019, by Melissa A. Johnson

Ana Brantmeyer
Notary Public

