DOUGLAS COUNTY, NV

RPTT:\$2886.00 Rec:\$40.00

\$2,926.00 Pgs=8 2021-963061

03/05/2021 03:41 PM

SIGNATURE TITLE - ZEPHYR COVE KAREN ELLISON, RECORDER

A.P.N.: 1419-26-210-008

RECORDING REQUESTED BY: Signature Title Company LLC 5365 Reno Corporate Drive Suite 100 Reno, NV 89511

MAIL RECORDED DOCS AND TAX STATEMENTS TO:

Robert A Aycock 230 LARY LANE Alamo CA 94507

Escrow No.: 510289-CA

RPTT \$2,886.00

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITHESSETH: That

Genoa Springs LLC, a Nevada Limited Liability Company

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell, and Convey to:

Robert A Aycock, Trustee of the Robert A Aycock Trust dated February 17, 2021

all that real property in the City of Genoa, County of Douglas, State of Nevada, described as follows::

See attached Exhibit 'A' and 'B'

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Manager

Genoa Springs LLC, a Nevada Limited Liability Company

By: Richard K Gardner, Manager

STATE OF NEVADA COUNTY OF POUGOS } ss: This instrument was acknowledged before me on ___ BLUMED GARDNER (seal) Notary Public AUSTIN MICHEAL BUYAK Notary Public, State of Nevada Appointment No. 18-3338-5 My Appt. Expires Sep 6, 2022

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lot 8 of PHASE 1 for GENOA LAKES NORTH SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Douglas County, state of Nevada, on April 29, 2019, as File No. 2019-928381, Official Records.

Parcel 2:

A tract of land being for the purposes of a private landscape easement across a portion of Lot 55 Common Area of the plat of Genoa Lakes North Subdivision, Phase 1, a subdivision plat as filed for record on April 29, 2019 at document no. 2019-<u>928381</u> in the Official Records of Douglas County, lying entirely within Section 26, Township 14 North, Range 19 East of the Mount Diablo Meridian, Douglas County, Nevada, and being more particularly described as follows:

Beginning at the NE corner of Lot 8, said Genoa Lakes North Subdivision Phase 1; Thence N 72°44'03" E a distance of 15.00 feet; Thence South 17°15'57" along the Easterly boundary of said Genoa Lakes North Subdivision, Phase 1, a distance of 48.70 feet;

Thence S 72°44'03" W a distance of 15.00 feet to the SE corner of said Lot 8;

Thence N 17°15'57" W along the Easterly line of said Lot 8 a distance of 48.67 fee to the POINT OF BEFINNING;

APN: 1419-26-210-008

EYHIBIT'13"

APNs: 1419-26-210-001; 1419-26-210-002; 1419-26-210-003; 1419-26-210-004; 1419-26-210-005; 1419-26-210-006; 1419-26-210-007; 1419-26-210-008; 1419-26-210-009; 1419-26-210-010; 1419-26-210-011

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

JAMES R. CAVILIA, ESQ. ALLISON MacKENZIE, LTD. 402 North Division Street P.O. Box 646 Carson City, NV 89702

■The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENOA SPRINGS

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENOA SPRINGS

This First Amendment to Declaration is made this _______ day of MARCH
2021 by Genoa Springs LLC, a Nevada limited liability company, (hereinafter referred to as "Declarant"), is made with reference to the following Recitals and is as follows:

RECITALS

- R1. Whereas, Declarant entered into that certain Declaration of Covenants, Conditions and Restrictions of Genoa Springs recorded on April 29, 2019 in the Official records of Douglas County, Nevada as Document No. 2019-928389.
- R2. Whereas, Declarant entered into that certain Corrected Declaration of Covenants, Conditions and Restrictions of Genoa Springs recorded on December 30, 2019 in the Official records of Douglas County, Nevada as Document No. 2019-940327 ("Declaration").
- R3. Whereas, Declarant is the Owner of greater than sixty-five percent (65%) of the Lots as defined in the Declaration:
- R4. Whereas, Declarant desires to amend the Declaration to preclude the short-term rental of Lots and provide for certain requirements related to the rental of Lots as provided for herein.
- R5. All capitalized terms not otherwise defined in this Termination shall have the same meanings as set forth in the Revised and Restated Declaration.
- 1. Recitals. The foregoing recitals are true, correct and legally binding and are incorporated herein by this reference.
- 2. <u>Amendment</u>. Section 2.4(a)(iv) of the Declaration regarding Delegation of Use shall be amended in its entirety to provide as follows:

(a)(iv) Obligations of any Member who leases or rents. Any Member who leases or rents the Member's Lot to another person or persons and has entered into an arrangement with a Real Estate Broker ("Rental Agent") will also ensure: a) the Rental Agent has applied to the Association for a permit to act as a Rental Agent; b) that such Rental Agent agrees to assure that the Governing Documents, or other conditions imposed upon anyone using or enjoying a Lot or the Common Elements are communicated to any person or persons leasing or renting a Member's Lot; c) that the Rental Agent will inform any such person or persons that they are required to comply with these rules, restrictions or conditions whether they receive a copy of the Governing Documents, or not, and confirm that the renters have received and agreed to do so by signature of at least one responsible individual; and d) that the Rental Agent has read and understands the requirements, will have their employees or other agents read and understand the rules, conditions or

restrictions imposed on them, and that the Rental Agent and its employees or other agents agree to keep current on such provisions, and comply with them as confirmed in writing by the Rental Agent, a copy of which confirmation shall be delivered to the Association upon the signature of any such arrangement with a Rental Agent. Any violation by any such Rental Agent shall be deemed to be a violation by the Member or Lot Owner. The failure of the Member to control any such Rental Agent, or the failure of the Rental Agent to comply shall be grounds for action by the Board or by Association Management to protect the use and enjoyment of the Property by others by appropriately imposing sanctions or conditions on the Member, or otherwise taking action to enforce the Rules of the Association and other corrective action to reduce the effects of the actions of any such Rental Agent, or otherwise correct or sanction the Rental Agent for any such violation. All leases and rental agreements shall provide for a tenancy of at least thirty (30) days, be in writing, require the tenant to comply with the Governing Documents, provide a copy of Rules above, and state that any failure by a tenant to comply with the terms of the Governing Documents shall be a default under the lease. All tenants shall be registered with the Association and the Association shall have the right to charge a reasonable registration fee to each Owner. A copy of all rental agreements shall be provided to the Association prior to occupancy. Transient occupancy shall be in compliance with all local ordinances. The Board may adopt reasonable Rules related to Rental Agent permitting and registration of tenants to assure that tenants, guests and occupants are aware and comply with the Governing Documents. The Board may adopt fines against Owners who do not comply with the rental requirements.

3. Except as expressly set forth in this First Amendment, the Declaration remains unmodified and in full force and effect.

GENOA SPRINGS LLC

4833-7794-4019, v. 2

a Nevada limited liability comparty Managel By: Ced Richard K. Gardner, Manager STATE OF NEVADA): ss. COUNTY OF DOUGLAS On MADCH 2021, personally appeared before me, a notary public, Richard K. Gardner, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document, and who further acknowledged to me that she executed the foregoing document. Notary Public AUSTIN MICHEAL BUYAK Notary Public, State of Nevada

Appointment No. 18-3338-5 Appt. Expires Sep 6, 2022

EXHIBIT 'B' LOT 8, GENOA LAKES NORTH SUBDIVISION, PHASE 1 LANDSCAPE EASEMENT

A tract of land being for the purpose of a private landscape easement across a portion of Lot 55 Common Area of the plat of Genoa Lakes North Subdivision, Phase 1, a subdivision plat as filed for record on April 29, 2019, at document no. 2019-928381 in the Official Records of Douglas County, lying entirely within Section 26, Township 14 North, Range 19 East of the Mount Diablo Meridian, Douglas County, Nevada, and being more particularly described as follows:

BEGINNING at the NE corner of Lot 8, said Genoa Lakes North Subdivision, Phase 1;

THENCE N 72°44'03" E a distance of 15.00 feet:

THENCE S 17°15'57" E along the Easterly boundary of said Genoa Lakes North Subdivision, Phase 1, a distance of 48.67 feet;

THENCE S 72°44'03" W a distance of 15.00 feet to the SE comer of said Lot 8;

THENCE N 17°15'57" W along the Easterly line of said Lot 8 a distance of 48.67 feet to the **POINT OF BEGINNING**:

Containing 730 square feet, more or less.

Basis of Bearings is the plat of Genoa Lakes North Subdivision, Phase 1.

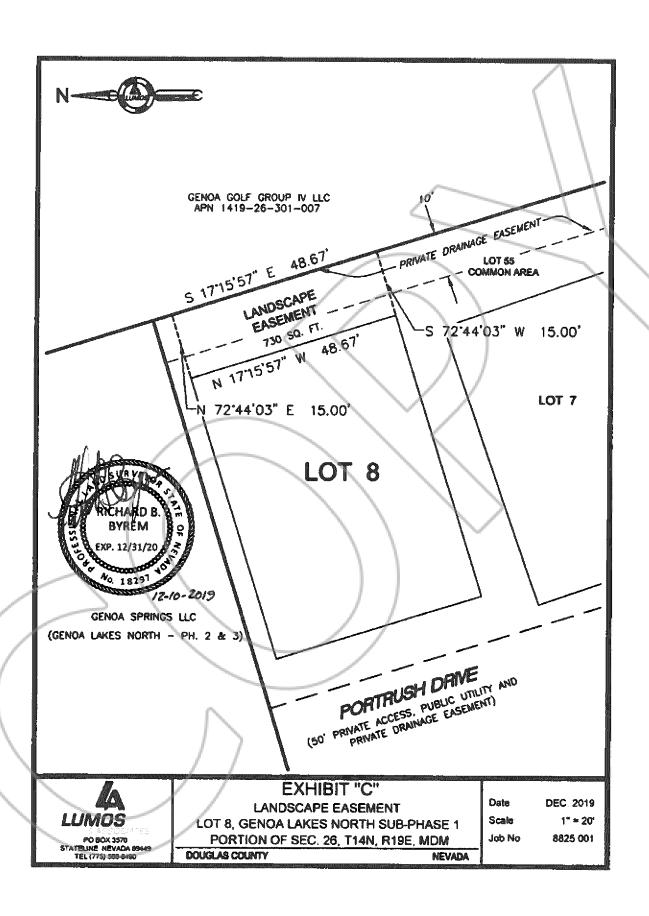
Prepared by: Lumos & Associates, Inc. Richard B. Byrem, PLS 18297 PO Box 3570 Stateline, NV 89449 (775)588-6490

RICHARD B. BYREM

EXP. 12/31/20

A.O. 18297

12-10-2019



STATE OF NEVADA DECLARATION OF VALUE FORM

 Assessor Parcel Number(s) 	
a1419-26-210-008	
b	
C.	
d.	
	\ \
2. Type of Property:	
	gle Fam. Res. FOR RECORDERS OPTIONAL USE ONLY
	Plex Book Page
	nm'l/Ind'l Date of Recording:
	bile Home Notes:
i. Other	
3. a. Total Value/Sales Price of Property:	A 700 AND
b. Deed in Lieu of Foreclosure Only (value	\$ 739,900.00
c. Transfer Tax Value	*Obsessed in the control of the cont
	\$ 739,900.00
- Count reports transfer tax bac.	\$ \$2,886.00
4. <u>If Exemption Claimed</u>	
 Transfer Tax Exemption, per NRS 	3 375.090, Section
b. Explain Reason for Exemption:	
that disallowance of any claimed exemption, or of 10% of the tax due plus interest at 1% per r	to the best of their information and belief, and can be supported the information provided herein. Furthermore, the parties agree other determination of additional tax due, may result in a penalty month. Pursuant to NRS 375.030, the Buyer and Seller shall be
onitry and severally habite for any additional am	ount owed.
Signature	Capacity Grantor
Signature	Capacity Grantee Aces
	Capacity drantee CS2
SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
(REQUIRED)	(REQUIRED)
Print Name: Genoa Springs, LLC	Print Name: Robert A. Aycock, Trustee of the
	Aycock Trust
Address: PO Box 2194	Address: 230 Lark Lane
City: Stateline	City: Alamo
State: NV Zip: 89449	State: CA Zip: 94507
Till Name. Signature Title Company LLC	G RECORDING (Required if not Seller or Buyer) Escrow No.: 510289-CA
Address: 212 Elks Point Road, Suite 445, PO	Box 10297
City, State, Zip: Zephyr Cove, NV 89448	
AS A PUBLIC RECORD THIS	FORM MAY BE RECORDED/MICROFILMED