

DOUGLAS COUNTY, NV

**2021-963342**

Rec:\$40.00

\$40.00

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SIGNATURE TITLE - ZEPHYR COVE

KAREN ELLISON, RECORDER

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

SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE

■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

**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 5 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. Amendment. 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  
a Nevada limited liability company

By: Richard K. Gardner, Manager  
Richard K. Gardner, Manager

STATE OF NEVADA )  
) : ss.  
COUNTY OF DOUGLAS )

On MARCH 5, 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.

[Signature]  
Notary Public  
4833-7794-4019, v. 2



**EXHIBIT "A"**

The land referred to herein situate in the State of Nevada, County of Douglas, described as follows:

Lots 1-8 and 53-55 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.

APN's: 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 and 1419-26-210-011

