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KAREN ELLISON, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: COTTONWOOD VILLAGE HOA

Address: P.O. Box 1442

City/State/Zip: MINDEN, NV 89423

Mail Tax Statements to:

Name: SAME

Address: _____

City/State/Zip: _____

AMENDMENT TO CC+R's

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

FIRST AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE
COTTONWOOD VILLAGE HOMEOWNERS ASSOCIATION

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE COTTONWOOD VILLAGE HOMEOWNERS ASSOCIATION, is made this 21 day of OCTOBER, 2021, by the undersigned owners and members of the COTTONWOOD VILLAGE HOMEOWNERS ASSOCIATION:

RECITALS

A. On or about the date of recordation of this First Amended Declaration, in the Office of the County Recorder of Douglas County, Nevada, the undersigned own that certain real property commonly known as Cottonwood Village, a Planned Unit Development, improved with nineteen (19) residential units, and with property improvements and all appurtenances and facilities thereof, being hereinafter collectively referred to as "Cottonwood Village" and "the Property," all of which is more particularly described as:

All that certain property situate in the County of Douglas, State of Nevada, described as follows:

Lots 1 through 19 and Common Area Lot 20 in Block A of the Amended Plat of COTTONWOOD VILLAGE SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 2, 1994, in Book 594, Page 5, as Document No. 336504.

APNs 1320-32-713-001 through 1320-32-713-020.

B. The Property has been sold and conveyed subject to previously recorded Declarations of Covenants, Conditions and Restrictions, including but not necessarily limited to the Declaration of Covenants, Conditions and Restrictions of the Cottonwood Village Homeowners Association, recorded on December 31, 1987, in Book 1287, Page 4471, Document No. 169846, Official Records of Douglas County, Nevada, and re-recorded on January 7, 1992, in Book 192, Page 645 as Document No. 268529 (hereafter, the "Declaration").

C. It is the desire and intention of the undersigned Owners now to record this First Amended Declaration to amend and supplement the previously recorded Declaration as set forth below.

D. 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 in the Declaration.

AMENDMENTS

ARTICLE I DEFINITIONS shall be amended by replacing Section 2. "Common Area" with the following:

Section 2. "Common Area" shall be used synonymously with "Common Element" and shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners and as defined in NRS 116.017. The Common Area shall not include the units which shall be owned in fee by each owner of land. The Common Area to be owned by the Association is shown on the Amended Plat of COTTONWOOD VILLAGE SUBDIVISION, recorded on May 2, 1994, in Book 594, Page 5, as Document No. 336504, Official Records of Douglas County, Nevada.

ARTICLE I DEFINITIONS shall be amended by adding thereto a new Section 3.1 "Limited Common Elements" as follows:

Section 3.1. "Limited Common Area" shall be used synonymously with "Limited Common Element" and shall have the meaning as defined in NRS 116.059. Limited Common Elements shall include any elements allocated by the governing documents or by operation of subsection 2 or 4 of NRS 116.2102 for the exclusive use of one or more but fewer than all of the units. Unless otherwise included with the Unit owned in fee by each owner of land, the Limited Common Elements also include:

Carpports and garages, shutters, awnings, doorsteps, stoops, porches, decks, patios, yards, fences as set forth herein, pads and mounts for heating and air-conditioning systems, and all exterior doors and windows or other fixtures designed to serve a single Unit or Building but located outside the Unit or Building's boundaries.

Limited Common Elements shall also include fire suppression systems, including fire risers, backflow preventers, shutoff valves, tanks, all appurtenances and water lines to the point the line enters an individual Unit. Fire suppression systems shall be allocated to the Building which is served by such system. Fire sprinklers located inside of the Unit shall be considered part of the Unit.

ARTICLE I DEFINITIONS shall be amended by replacing Section 4. "Owner" with the following:

Section 4. "Owner" shall be used synonymously with "Unit's Owner" and shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the Project and as defined in NRS 116.095,

ARTICLE I DEFINITIONS shall be amended by replacing Section 5. “Project” with the following:

Section 5. “Project” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Project is a Planned Unit Development. As used herein, the term “Planned Unit Development” shall be used synonymously with “Planned community” and shall have the meaning as defined in NRS 116.075.

ARTICLE I DEFINITIONS shall be amended by replacing Section 6. “Unit” with the following:

Section 6. “Unit” shall have the meaning as defined in NRS 116.093 and unless otherwise defined therein shall mean and refer to the land and residential dwellings and other improvements constructed thereon within the project which is owned in fee by each owner and is not Common Area owned by the Association. The units are described on the Amended Plat of COTTONWOOD VILLAGE SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 2, 1994, in Book 594, Page 5, as Document No. 336504.

ARTICLE II PROPERTY RIGHTS is hereby amended by adding thereto a new Section 1.1 Association’s Easement for Maintenance as follows:

1.1. Association’s Easement for Maintenance. Each Unit Owner hereby grants to the Association, its contractors and agents, an easement for access through every part of the Project, including the Units and Limited Common Elements, to perform maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused by the entry shall be repaired at the expense of the entering party.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS shall be amended by replacing Section 3. Exterior Maintenance with the following:

Section 3. Exterior Maintenance. In addition to maintenance upon and to the Common Area as necessary and appropriate, the Association shall specifically provide exterior maintenance upon each unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs (including skylights), gutters, downspouts, exterior building surfaces, entry doors, perimeter yard fencing, trees shrubs, grass, walks, exteriors of garages and carports, parking spaces and other exterior improvements. Exterior maintenance shall not include any of the Limited Common Elements defined above unless set forth in this paragraph, and

specifically does not include: glass surfaces, screen doors or storm doors installed by the unit owner, garage doors, or shared side-yard fencing.

In the event that the need for maintenance or repair of a Unit or the improvements thereon is caused through the negligence or willful act of a Unit owner, or the family, guests, or invitees of the owner, the cost of such maintenance shall be assessed back to the owner of the unit who necessitates such maintenance or repair, together with a 10% administration fee, as a special assessment as set forth in the Declaration at Article V Section 5 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS shall be amended by adding thereto a new Section 3.1 as follows:

Section 3.1. Care of Buildings, Units and Limited Common Elements: Each owner shall have the responsibility to keep the owner's Unit, Building and Limited Common Elements allocated to the Building or Unit in good order and repair. This maintenance obligation includes all patios, yards, decks, windows, garages, garage doors, shared side yard fencing and other Limited Common Elements defined above, unless otherwise specified in Section 3.

The owners' maintenance responsibility also includes maintenance and inspections of the fire suppression systems [Currently, fire risers and backflow preventers must be inspected on an annual basis by a licensed and certified fire inspection company, and sprinklers must be tested every 10 years or replaced every 20 years]. The owner shall provide evidence of the completed inspections to the Association on an annual basis or as otherwise requested by the Association.

If any such maintenance, repairs or inspections to a Unit or Building is reasonably necessary in the opinion of the Board to protect the Common Area or to preserve the appearance and value of the Project, and the Owner(s) of said Unit or Building has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair by the Board, the Board may perform or cause to be performed the maintenance or repair, the costs of which shall be assessed back to the Building Owner(s) who failed or refused to perform said maintenance or repair, together with a 10% administration fee, as a special assessment as set forth in the Declaration at Article V Section 5 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

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

