

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Monte Vista Minden LLC
P.O. Box 489
Minden, Nevada 89423



KAREN ELLISON, RECORDER

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

(Space Above For Recorder's Use)

SUPPLEMENTAL DECLARATION
(THE VILLAGE AT MONTE VISTA LMA)

This Supplemental Declaration ("Supplement") is made by Monte Vista Minden LLC, a Nevada limited liability company ("Declarant") effective as of the date of its recordation in the Official Records of Douglas County, Nevada, with reference to the following facts and is as follows:

RECITALS

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Village at Monte Vista Landscape Maintenance Association, recorded in the official records of the office of the County Recorder of Douglas County, Nevada, on August 14, 2020, as Document No. 2020-950832 (as amended and/or supplemented from time to time, the "Declaration"). Capitalized terms used but not otherwise defined in this Supplement shall have the meanings given to such terms in the Declaration.

B. The Declaration creates a common-interest community upon the Property, which common interest community is commonly known as The Village at Monte Vista LMA Community (the "LMA Community"). Declarant is the "Declarant" for the LMA Community, and holds various rights related thereto in accordance with the Declaration.

C. Pursuant to Sections 8.2 and 8.3 of the Declaration, Declarant may annex any real property constituting Annexable Property into the Property and subject it to the terms of the Declaration, and furthermore may impose additional covenants, conditions, restrictions, and easements on such property.

D. Declarant is the owner of that certain real property located in Douglas County, State of Nevada described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Subject Property"). The Subject Property is "Annexable Property", as that term is defined in the Declaration.

E. In accordance with Declarant's development plan for the LMA Community and the terms of the Declaration (including without limitation, Sections 8.2 and 8.3 of the Declaration), Declarant now wishes to annex the Subject Property into the Property and subject it to the jurisdiction of the Declaration, and furthermore to impose upon it certain covenants, conditions, restrictions, and easements in addition to those contained in the Declaration.

TERMS AND PROVISIONS

1. **Annexation; Binding Effect.** The Subject Property is hereby annexed to the Property and made subject to the Declaration and this Supplement, and the Subject Property shall henceforth be a portion of the Property, and held, sold, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the Declaration and this Supplement. All of the provisions of the Declaration and this Supplement shall be deemed to run with the land comprising the Property, inclusive of the Subject Property, as covenants running with the land or as equitable servitudes, as the case may be. The Declaration and this Supplement shall be binding upon all persons having any right, title, or interest in any portion of the Property, inclusive of the Subject Property, their heirs, successors, successors-in-title, and assigns.

2. **Re-Allocation of Interests in Units.** This Supplement adds or creates the potential for the addition of Units to the LMA Community (any Unit now or hereafter included within the Subject Property being hereinafter referred to collectively as the "Covered Units", and each individually a "Covered Unit"). Each Unit within the LMA Community, including each Covered Unit, shall have the interest allocated thereto in accordance with Sections 5.3(c)(ii) and 7.1 of the Declaration. The Covered Units may be referred to as the "Phase 2/3 Units" for purposes of reference in the Governing Documents, in the event any such reference is required.

3. **Development Rights.** There is hereby reserved over the Subject Property, for the benefit of Declarant and in accordance with NRS 116.211, the Development Rights as described in Section 8.3 of the Declaration. In connection with this reservation, the provisions of the Declaration related to the requirements of NRS 116.2105 are hereby incorporated by reference as if fully set forth herein, excepting any such provisions that relate solely to a portion of the Property covered by a separate Supplemental Declaration.

4. **Amendment to Supplement.** This Supplement may be amended only by (i) the affirmative vote of a majority of the Voting Power of the Association, (ii) a majority of the votes allocated under the Declaration to the Covered Units, and (iii) Declarant, until Declarant's Development Rights expire under Section 8.3 of the Declaration, which consent

must be evidenced in writing. If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Deed of Trust or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of Declarant without its written consent or the written consent of Declarant's assignee of such right or privilege.

5. Construction of Instruments. The provisions of the Declaration and this Supplement shall be liberally construed to effectuate the purposes contained herein. To the extent that any provision of this Supplement conflicts with the provisions of the Declaration, the Declaration shall control.

[Signatures and Acknowledgements on Following Pages]



IN WITNESS WHEREOF, Declarant has executed this Supplement as of the date of notarization of its authorized representative's signature set forth below.

DECLARANT:

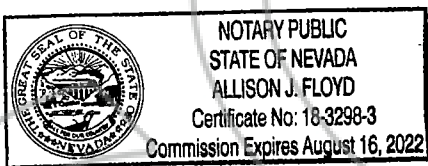
MONTE VISTA MINDEN LLC,
a Nevada limited liability company

By: SANTA YNEZ VALLEY CONSTRUCTION CO.,
a California corporation
Its: Manager

By: [Signature]
Name: Leo Chip Hanly
Its: Pres

STATE OF Nevada)
COUNTY OF Douglas)

This instrument was acknowledged before me on December 8, 2021, by Leo Chip Hanly as President of Santa Ynez Valley Construction Co., a California corporation, as Manager of Monte Vista Minden LLC, a Nevada limited liability company.



Allison J. Floyd
Notary Public
My Commission Expires: 8/16/2022

Exhibit "A"

Legal Description of the Subject Property

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

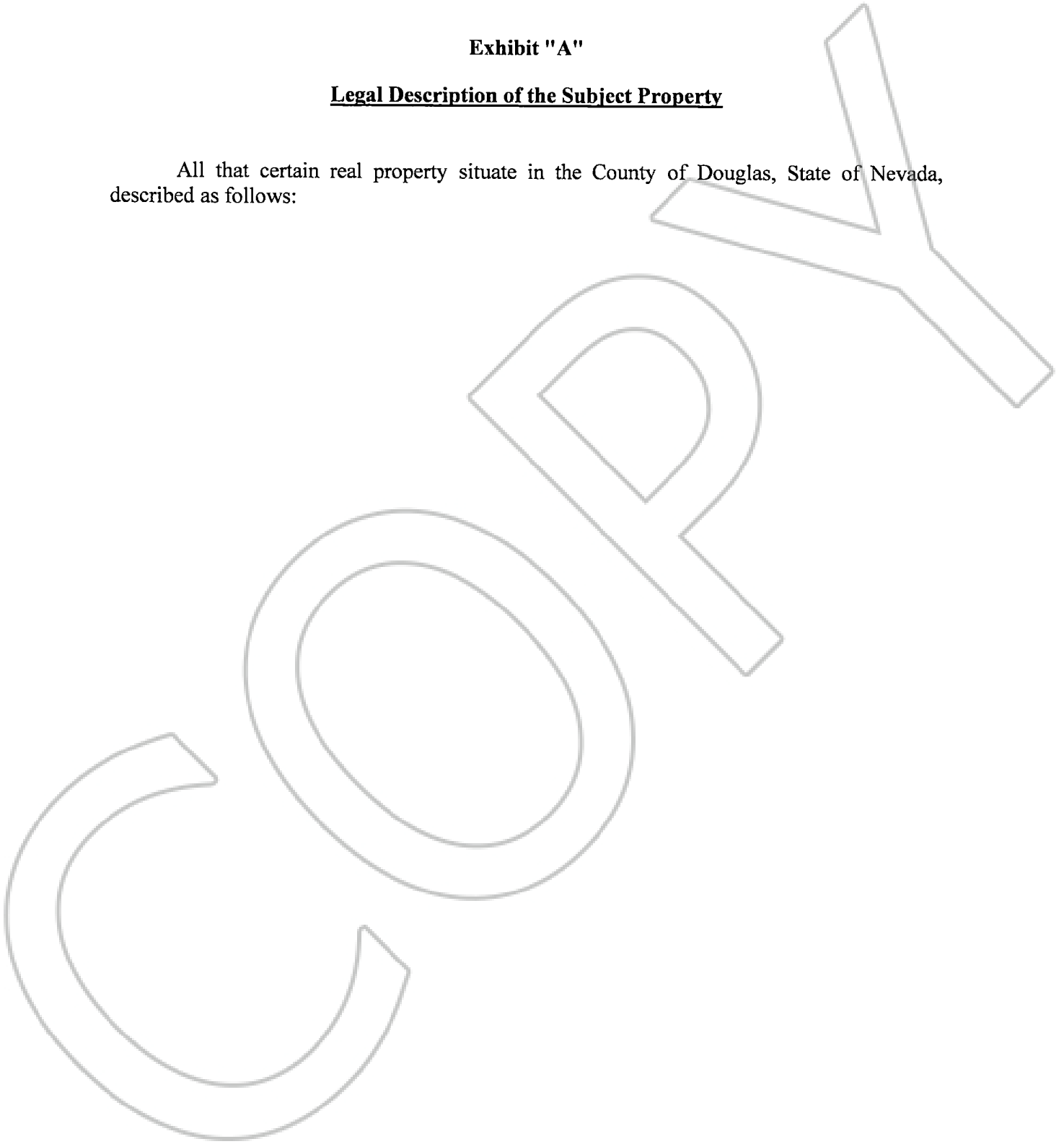


EXHIBIT "A"
THE VILLAGE AT MONTE VISTA PHASE 2 AND 3
ADJUSTED PARCELS 5 & 6 PER DOC. NO. 924927 &
A PORTION OF IRONWOOD DRIVE
(A.P.N. 1320-30-702-027 AND 1320-30-702-026)

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

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found monument in well, PLS 3209, said monument being the centerline intersection of Lucerne Street and Ironwood Drive, as shown on the Record of Survey to support a Boundary Line Adjustment for Nevada Northwest, LLC filed for record June 29, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 704201;

thence along said centerline of Ironwood Drive, North 63°25'00" West, 596.49 feet to a found PK nail & washer, PLS 6899, said point being the centerline intersection of said Ironwood Drive & Monte Vista Avenue,

thence along said centerline of Monte Vista Avenue, South 26°35'00" West, 40.00 feet to a point on the southerly right-of-way line of said Ironwood Drive;

thence along said southerly right-of-way line of Ironwood Drive, South 63°25'00" East, 38.75 feet to the **POINT OF BEGINNING**;

thence continuing along said southerly right-of-way line of Ironwood Drive, South 63°25'00" East, 470.74 feet;

thence along the arc of a curve to the right, having a radius of 20.00 feet, central angle of 90°00'00", arc length of 31.42 feet and chord bearing and distance of South 18°25'00" East, 28.28 feet to a point on the westerly right-of-way line of said Lucerne Street;

thence along said westerly right-of-way line of Lucerne Street, South 26°35'00" West, 330.20 feet;

thence continuing along said westerly right-of-way line of Lucerne Street, along the arc of a curve to the left, having a radius of 486.76 feet, central angle of 04°24'56", arc length of 37.51 feet and chord bearing and distance of South 24°22'32" West, 37.50 feet;

thence North 63°25'00" West, 87.32 feet;

thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of South 71°35'00" West, 21.21 feet;

thence North 63°25'00" West, 48.00 feet;

thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of $90^{\circ}00'00''$, arc length of 23.56 feet and chord bearing and distance of North $18^{\circ}25'00''$ West, 21.21 feet;
thence North $63^{\circ}25'00''$ West, 171.74 feet;
thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of $90^{\circ}00'00''$, arc length of 23.56 feet and chord bearing and distance of South $71^{\circ}35'00''$ West, 21.21 feet;
thence North $63^{\circ}25'00''$ West, 48.00 feet;
thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of $90^{\circ}00'00''$, arc length of 23.56 feet and chord bearing and distance of North $18^{\circ}25'00''$ West, 21.21 feet;
thence North $63^{\circ}25'00''$ West, 70.87 feet;
thence North $26^{\circ}35'00''$ East, 60.00 feet;
thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of $90^{\circ}00'00''$, arc length of 23.56 feet and chord bearing and distance of North $18^{\circ}25'00''$ West, 21.21 feet;
thence North $26^{\circ}35'00''$ East, 293.66 feet;
thence along the arc of a curve to the right, having a radius of 25.00 feet, central angle of $49^{\circ}27'51''$, arc length of 21.58 feet and chord bearing and distance of North $51^{\circ}18'56''$ East, 20.92 feet to the **POINT OF BEGINNING**, containing 4.46 acres, more or less.

TOGETHER WITH:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found monument in well, PLS 3209, said monument being the centerline intersection of Lucerne Street and Ironwood Drive, as shown on the Record of Survey to support a Boundary Line Adjustment for Nevada Northwest, LLC filed for record June 29, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 704201;

thence along the centerline of Ironwood Drive, North $63^{\circ}25'00''$ West, 596.49 feet to a found PK nail & washer, PLS 6899, said point also being the centerline intersection of Ironwood Drive & Monte Vista Avenue,
thence along said centerline of Monte Vista Avenue, South $26^{\circ}35'00''$ West, 40.00 feet to a point on the southerly right-of-way line of said Ironwood Drive;
thence along said southerly right-of-way line of Ironwood Drive, South $36^{\circ}25'00''$ East, 509.49 feet;
thence along the arc of a curve to the right, having a radius of 20.00 feet, central angle of $90^{\circ}00'00''$, arc length of 31.42 feet and chord bearing and distance of South $18^{\circ}25'00''$ East, 28.28 feet to a point on the westerly right-of-way line of said Lucerne Street;

thence along said westerly right-of-way line of Lucerne Street, South 26°35'00" West, 330.20 feet;

thence continuing along said westerly right-of-way line of Lucerne Street, along the arc of a curve to the left, having a radius of 486.76 feet, central angle of 04°24'56",

arc length of 37.51 feet and chord bearing and distance of South 24°22'32" West, 37.50 feet the **POINT OF BEGINNING**;

thence continuing along said westerly right-of-way line of Lucerne Street, along the arc of a curve to the left, having a radius of 249.99 feet, central angle of 29°25'34", arc length of 486.76 feet and chord bearing and distance of South 07°27'17" West, 247.25 feet;

thence along the arc of a curve to the right, having a radius of 25.00 feet, central angle of 77°38'53", arc length of 33.88 feet and chord bearing and distance of South 31°33'56" West, 31.35 feet;

thence South 70°23'23" West, 167.49 feet;

thence South 26°35'00" West, 26.51 feet;

thence North 63°25'00" West, 86.77 feet to a 5/8" rebar with plastic cap, PLS 15225;

thence South 26°35'00" West, 59.00 feet to a 5/8" rebar with plastic cap, PLS 15225;

thence North 63°25'00" West, 312.29 feet;

thence North 17°38'15" West, 135.11 feet;

thence North 26°35'00" East, 85.57 feet;

thence North 63°24'18" West, 103.04 feet;

thence North 04°43'03" West, 71.15 feet;

thence North 26°35'00" East, 228.01 feet;

thence South 63°25'00" East, 225.87 feet;

thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of South 18°25'00" East, 21.21 feet;

thence South 63°25'00" East, 48.00 feet;

thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of North 71°35'00" East, 21.21 feet;

thence South 63°25'00" East, 171.74 feet;

thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of South 18°25'00" East, 21.21 feet;

thence South 63°25'00" East, 48.00 feet;

thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of North 71°35'00" East, 21.21 feet;

thence South 63°25'00" East, 87.32 feet to the **POINT OF BEGINNING**, containing 6.59 acres, more or less.

TOGETHER WITH:

A six-foot (6') wide strip of land, being the portion of Ironwood Drive as abandoned on the Final Subdivision Map of The Village at Monte Vista, Phase 2 & 3 recording concurrently herewith.

The acreage of the abandoned portion of Ironwood Drive is 2,886 square feet, more or less.

The Basis of Bearing of this description is South 63°25'00" East, being the southerly right-of-way line of Ironwood Drive as shown on the Record of Survey to support a Boundary Line Adjustment for Nevada Northwest, LLC, filed for record June 29, 2007 in said office of Recorder, as Document No. 704201.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Cory J. Kleine, P.L.S. 21988
P.O. Box 2229
Minden, Nevada 89423

