

APN Nos.: 1319-30-526-000 through 1319-30-526-004

When Recorded Return To:

275 Orion Lane Association
c/o Philip Lawrence
PO Box 3084
Stateline NV 89449-3084



00173733202310013560040046

SHAWNYNE GARREN, RECORDER

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
"275 ORION LANE ASSOCIATION",
A CONDOMINIUM PROJECT**

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "275 ORION LANE ASSOCIATION", A CONDOMINIUM PROJECT ("CC&R'S") was recorded in the office of the Douglas County Recorder on August 13, 1993, as Document No. 1993-315004.

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WHEREAS, 275 Orion Lane Association, a Nevada non-profit corporation, hereby amends said Declaration as permitted by Article IX, Section 9.1 of said declaration as follows:

Article III, Section 3.2 Subsection (vi) Insurance, is amended to read as follows:

(vi) Insurance:

(a) To obtain, pay the cost of, and maintain in effect insurance for Buildings and Improvements:

Insure and to keep insured all buildings, structural, and other improvements on the properties against loss or damage for coverage to include loss or damage by fire and other hazards. Coverage shall only include rebuilding up to the interior "Unfinished walls" (exterior walls, roof, framing, rough plumbing, rough electrical, plywood floors, plywood stairs, and basic HVAC systems). The Association is not responsible for insuring individual unit's interior walls, drywall, floor coverings, paint and wall coverings, cabinets, interior fixtures, toilets, countertops, window treatments, etc. Owners are responsible for procuring insurance to replace all interior fixtures within the residences not generally covered under the Association's master policy. Additional perils insured shall be at the option of the Association. Coverage shall be for the full insurable replacement cost (100%) thereof. The Association may also insure any property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and 'Named Insured' of such insurance, The insurance coverage with respect to the buildings, and structures and Common Area facilities shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the Trustee for the Condo Owners. Premiums for all the foregoing insurance carried by the Association are a common expense included in the assessments or charges made by the Association as are any costs related to the purchase of such insurance (examples: services of independent analyst, or consultant, as needed). The insurance proceeds shall be used by the Board for repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided.

(b) To obtain, pay the cost of, and maintain in effect insurance for Comprehensive Liability Coverage:

Obtain liability insurance insuring the Association against any liability to the public or to any Owner, their invitees or tenants incident to their occupation and/or use of the Common Areas and the Lots and Units in a combined personal injury and property damage coverage of liability not less \$1,000,000 (such limits and coverage to be reviewed at least annually by the Association and increased in its discretion). This coverage shall be issued in the name of the Association and shall include Owners in

their capacity as Members of the Association as additional insured. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damages, operations of automobiles on behalf of the Association and operations of the Association in connection with the operation, maintenance, or use of the Common Areas.

(c) Damage or Destruction to Properties:

In the event of damage to or destruction of major portions of the Common Area, facilities or other building or structural improvements, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction as follows:

(1) If the insurance proceeds are sufficient to effect total restoration of the Common Area facilities and structures damaged, then the Association shall cause to be repaired and reconstructed substantially as they previously existed.

(2) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the same building or improvement(s), then the Association shall cause the building or improvement(s) to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment on a pro rata basis on same ratio as set forth for special assessments in Section 4.1 herein, against each of the Owners affected.

(3) If the insurance proceeds are insufficient by more than One-Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the damaged facilities or building, then by vote or written consent of a majority of the Owners, they shall determine whether: (a) to rebuild and restore in substantially the same manner as the improvements existed prior to damage, and to raise the necessary funds over the insurance proceeds by levying pro rata assessments against all Owners; or, (b) to rebuild and restore in a way which is less expensive than replacing the improvements in substantially the same manner as they existed prior to being damaged, utilizing all available proceeds and an additional amount not in excess of One-Hundred Thousand Dollars (\$100,000.00), assessable as previously described; or, (c) in the case of destroyed Residences, to not rebuild and to distribute the available insurance proceeds equally to the Owners and mortgagees of the destroyed Residences as their interests may appear.

(d) Responsibility of Individual Owners:

Each Unit Owner shall be responsible for purchasing and maintaining individual insurance coverage for interior fixtures or other improvements in their Residences beyond the "Unfinished walls" coverage provided through the Association, their personal belongings, and areas over which they have exclusive rights to use. Such insurance shall include Loss or damage of personal property or improvements not covered by the Association's master policy from fire and other hazards covered. Additional perils shall be at the option of the Owner, including coverage of all personal property, Individual liability insurance for accident and injuries occurring within the Residences, earthquake, or other uninsured or exempt event or hazard.

In all other respects, other than those declared terms set forth herein as references in this First Amendment to Declaration of Covenants, Conditions and Restrictions of 275 Orion Lane Association recorded August 13, 1993, shall remain in full force and effect.

IN WITNESS WHEREOF, the Members of the 275 Orion Lane Association, by a majority vote, has caused this First Amendment to the Declaration of Covenants, Conditions and Restrictions of 275 Orion Lane Association, to be executed this 11th day of October 2023.

275 Orion Lane Association
By Philip Joseph Lawrence
Philip Joseph Lawrence, President and Secretary

State of Nevada)
)ss.
County of Douglas)

On this 11th day of OCTOBER 2023, before me the undersigned Notary Public, in and for said County and State, personally appeared Philip Joseph Lawrence, known or proved to me to be the President and Secretary of 275 Orion Lane Association, who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein provided.

Jodi O. Stovall
NOTARY PUBLIC

