

APN# _____

Recording Requested by:

Name: Leach Kern Gruchow Anderson Song

Address: 5421 Kietzke Ln., Ste. 200

City/State/Zip: Reno, NV 89511

When Recorded Mail to:

Name: Leach Kern Gruchow Anderson Song

Address: 5421 Kietzke Ln., Ste. 200

City/State/Zip: Reno, NV 89511

Mail Tax Statement to:

Name: _____

Address: _____

City/State/Zip: _____

DOC #5365312

02/28/2023 08:57:26 AM

Electronic Recording Requested By
LEACH KERN GRUCHOW ANDERSON SO

Washoe County Recorder

Kalie M. Work

Fee: \$43.00 RPTT: \$0

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(for Recorder's use only)

Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions

Galena Country Estates

(Title of Document)

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law: _____

(State specific law)

Sylvia Baldemor
Signature

Legal Assistant

Title

Sylvia Baldemor

Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
GALENA COUNTRY ESTATES**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS GALENA COUNTRY ESTATES (“Restated Declaration”) shall be effective this 17th day of February 2023 and certified by the President and Secretary of GALENA COUNTRY ESTATES HOMEOWNERS ASSOCIATION (“Association”). This Declaration supersedes, in their entirety, the following documents:

- A. Declaration of Covenants, Conditions and Restrictions Shadowridge Village recorded September 13, 1985 as Document No. 1021742 of the Official Records of Washoe County, State of Nevada.
- B. Amended Declaration of Covenants, Conditions and Restrictions Shadowridge Village Units I & II recorded September 29, 1986 as Document No. 1104035 of the Official Records of Washoe County, State of Nevada.
- C. Amended Declaration of Covenants, Conditions and Restrictions Shadowridge Village Units I & II recorded January 28, 1987 as Document No. 1135665 of the Official Records of Washoe County, State of Nevada.
- D. Declaration of Covenants, Conditions and Restrictions Galena Country Estates recorded April 11, 1991 as Document No. 1471620 (Unit 3) of the Official Records of Washoe County, State of Nevada.
- E. Declaration of Covenants, Conditions and Restrictions Galena Country Estates recorded June 29, 1992 as Document No. 1583696 (Unit 4) of the Official Records of Washoe County, State of Nevada and re-recorded Declaration of Covenants, Conditions and Restrictions Galena Country Estates recorded December 3, 1993 as Document No. 1738977 (Unit 4) of the Official Records of Washoe County, State of Nevada.
- F. Declaration of Covenants, Conditions and Restrictions Galena Country Estates recorded April 6, 1994 as Document No. 1784277 (Unit 5) of the Official Records of Washoe County, State of Nevada.
- G. Declaration of Covenants, Conditions and Restrictions Lancer Estates Unit 6 recorded June 14, 1994 as Document No. 1806839 of the Official Records of Washoe County, State of Nevada.
- H. Declaration of Covenants, Conditions and Restrictions Galena Country Estates (Lancer Estates Unit 7) recorded October 7, 1994 as Document No. 1839738 of the Official Records of Washoe County, State of Nevada.

- I. Declaration of Covenants, Conditions and Restrictions Lancer Estates Unit #8 recorded July 18, 1995 as Document No. 1908838 of the Official Records of Washoe County, State of Nevada.
- J. Declaration of Covenants, Conditions and Restrictions Lancer Estates Unit No. 9 to be known as Galena Country Estates recorded October 9, 1997 as Document No. 2143302 of the Official Records of Washoe County, State of Nevada.
- K. Declaration of Covenants, Conditions and Restrictions of Lancer Estates Units 9 & 10 recorded December 3, 1999 as Document No. 2403470 of the Official Records of Washoe County, State of Nevada.
- L. Declaration of Covenants, Conditions and Restrictions Galena Country Estates recorded April 17, 2007 as Document No. 3521681 of the Official Records of Washoe County, State of Nevada.

RECITALS

WHEREAS, the Association and Owners desire to refer to all of the lots or parcels as GALENA COUNTRY ESTATES and further desire to impose the respective covenants, conditions, and restrictions hereinafter set forth in order to provide a residential area of the highest quality to ensure each lot or parcel owner the undisturbed residential use of this property, and to preserve property values on the real property described in Exhibit "A".

WHEREAS, Washoe County ("the County") is expressly made a third-party beneficiary to the covenants, conditions and restrictions set forth herein for the purposes of granting to the County limited rights to enforce the provision of this declaration as follows:

- 1. Right of enforcement of any breach defined within paragraph 5.1.4 and 6.3;
- 2. Right of enforcement against individual lot owners to maintain or repair their properties as provided for in paragraph 1.24 and Article II.
- 3. The obligation of operating and maintaining association property and the Park as provided for in paragraphs 5.1.6 and 5.3.
- 4. Levy and enforcement of assessments and special assessments as provided for in 5.1.1, 5.1.2, 5.1.3 and 5.1.4.
- 5. Prohibition on the subdivision of lots as provided for in paragraph 1.4.
- 6. The duration and amendment of the declaration as provided for in paragraphs 6.1 and 6.2.

DECLARATION

NOW, THEREFORE, the Association and the Owners declare that the lots and parcels in LANCER ESTATES, UNIT 1, UNIT 2, UNIT 3, UNIT 4, UNIT 5, UNIT 6, UNIT 7, UNIT 8, UNIT 9, AND UNIT 10, as delineated in the recorded maps or plats and described in Exhibit "A", now known as the GALENA COUNTRY ESTATES, and the whole of the development and any subsequent units as developed, as hereinafter defined, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provision of this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions ("Declaration"), all of which are declared and agreed to be in furtherance of a plan for the development, improvement, and sale of said lots and parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create mutual, equitable servitudes upon each of the lots and parcels in favor of each and all other lots and parcels; to create a privity of contract and estate between the grantees of such lots and parcels, their heirs, successors, and assigns; and shall, as to the owner of each such lot or parcel, his or her heirs, successors, or assigns operate as covenants running with the land for the benefit of each and all other such lots and parcels in the development as hereinafter defined and the respective owners, present and future.

ARTICLE I
OCCUPANCY RESTRICTIONS

1.1 Dwellings Allowed

Only single-family dwelling units used solely for residential purposes, including private garages used in connection with such residence, together with guest or servants' quarters and other outbuildings, only as expressly provided hereafter, shall be permitted.

1.2 Commercial Use of Property

No part of the subdivision shall ever be used for any business, commercial, manufacturing, storage, vending, or other non-residential purposes (including auctions or similar events), including without limitation any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. There shall be no transient commercial use of any dwelling and any rental shall be for a period of more than thirty (30) days.

1.3 Nuisance Restriction

No noxious, offensive, or disturbing activity of any kind shall be permitted within any structure or upon any lot or parcel within the subdivision.

1.4. Subdivision of Lots

No single dwelling unit within GALENA COUNTRY ESTATES as recorded on any Map or Plat, shall be erected on anything other than one lot, and no further subdivision of a lot designated on this Plat shall be permitted.

1.5 Temporary Structures

No temporary structure of any form or type shall be permitted on any lot or parcel.

1.6 Recreational Vehicles

No boat, travel trailer, tent trailer, house trailer, motor home, cab/over truck/campers or camper shell (not cab/over) which is separate from a vehicle, shall be stored or parked for other than load purposes on any driveway, street, or front part of any lot. The Association will notify owner to remove such vehicle. If the owner does not comply with any notifications, he or she will be notified of a date and time for a hearing, at which time fines and other sanctions may be assessed, until violation is brought into compliance.

Owners are allowed to store such recreational vehicles anywhere on their lot behind the front of their houses provided such vehicle is screened from the street and side-yard by a six (6) foot solid fence. Pickups with camper shells that do not extend over the cab of the truck are specifically excluded from this restriction. Pickups with cab/over campers that are used as a daily mode of transportation are also excluded from this restriction.

1.7 Main Dwelling Unit Constructed First

No garage or outbuilding shall be constructed before commencing construction of the main dwelling unit, and further, no trailer, garage, basement, outbuilding, or other structure other than the completed main dwelling unit shall be used for permanent living quarters, except as provided for in Paragraph 1.1 herein.

1.8 Construction Completion Date

Upon commencement of construction of any dwelling unit within the subdivision, all reasonable speed and diligence shall be employed by the owner to complete the construction and the construction must, in all cases, be completed within twelve (12) months.

1.9 Partially Constructed Structures

Other than new structural components approved by the Architectural Committee hereinafter described, no existing, used, or partially constructed structure of any type shall be moved from another place onto the subdivision for any purpose whatsoever.

1.10 Square Footage of Dwelling units and Second Story Dwelling Units

Dwelling units to be constructed within the subdivision shall provide a minimum living area of no less than one thousand two hundred (1,200) square feet, exclusive of garages, porches, patios, and terraces. Two-story dwelling units (when permitted by the Architectural Committee hereinafter described) shall have a minimum ground floor living area of not less than seven hundred (700) square feet exclusive of garages, porches, patios, and terraces.

1.11 Outbuilding Construction

No unattached garage, servants' quarters, or other outbuilding shall be constructed without the prior approval of the Architectural Committee hereinafter described.

1.12 Pets and Livestock

No livestock, fowl, or other animals, except for dogs, cats, and other common and ordinary house pets may be kept on individual lots within the subdivision. No household pets or other animals whatsoever will be kept or bred for commercial purposes. Furthermore, household pets shall not interfere with the reasonable comfort, privacy or safety of adjoining neighbors and shall not exceed a total of three (3) such pets per household. Pets must not be allowed to roam and must be kept in control on the individual lots. No pets, animals or barking dogs shall be permitted to interfere with the peaceful enjoyment of any resident in the subdivision.

1.13 Adverse Effect on Adjoining Property

No use of any lot or structure within the subdivision shall adversely affect the use, value, occupation, and enjoyment of any adjoining property or the general neighborhood. Final determination within these bounds shall be left to the decision of the Board of Directors.

1.14 Excavations

No excavation for mineral, stone, gravel or earth shall be made upon any lot other than excavations for necessary construction purposes relating to main dwelling units, out-buildings and pools, and for the purpose of contouring, shaping, fencing and generally improving any lot. Any excavation requires approval in compliance with Article III.

1.15 Certificate of Occupancy

A Certificate of Occupancy must be issued by the Washoe County Building Inspection Department prior to occupancy of any dwelling unit.

1.16 Fences, Retaining Walls, and Hedges

No rear or side fence, retaining wall or hedge within the subdivision shall be more than six (6) feet in height, and no front yard fence, retaining wall, or hedge shall exceed three (3) feet in

height without the express written approval of the Architectural Committee. No chain link or metal woven fence shall be permitted. All fences shall be in harmony with the motif and high quality of GALENA COUNTRY ESTATES. No direct access shall be allowed from any lot to the Mt. Rose Highway except as may be needed for fire access and as required by Washoe County.

1.17 Garbage and Landscaping

All owners and/or tenants of all lots shall have garbage picked up each week, and no refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and similar matter shall be permitted on any lot. All refuse, debris and garbage shall be kept at all times in covered, sanitary containers or enclosed areas designated for such purposes. Such containers shall be pulled back from the street within twenty-four (24) hours after pick up by Waste Management. Lots and yards shall be maintained in a neat, attractive, orderly and well-groomed manner. All woodpiles shall be screened from streets by fences.

1.18 Clotheslines and Flags

No clotheslines shall be constructed or erected which would be visible from any front or side street. The flags of the United States of America and Nevada may be displayed if (1) the flag is made of cloth, fabric or paper, (2) displayed from a pole or staff or in a window, (3) with regard to a flag of the United States, displayed in a manner that is consistent with 4 U.S.C. Chapter 1, and (4) with regard to a flag of the State of Nevada, not larger than the size of a flag of the United States that is displayed, if at all, by a unit's owner. The term flag shall not include a depiction or emblem of the flag of the United States or of the State of Nevada that is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component.

1.19 Utilities

All utility connections and service lines to each individual lot, dwelling unit, or outbuilding will be installed underground, including electric service, water service, gas service, and telephone cable, in accordance with accepted construction and utility standards.

1.20 Signs

Except as provided herein, no signs shall be erected on any lot, parcel or portion thereof. Signs advertising residences or lots for sale will be allowed, but said signs shall not exceed five (5) square feet in total area. As provided in NRS 116.325, one or more political signs may be displayed in a lot subject to the following restrictions: (1) signs must not be larger than 24 inches by 36 inches; (2) if the unit is occupied by a tenant, the owner may not exhibit any political sign unless the tenant consents, in writing, to the exhibition of the political sign; (3) all political signs exhibited shall be removed within seven (7) days of the election for which the sign is applicable and shall not be placed more than forty-five (45) days before the election; and (4) the owner or the occupant shall not exhibit more than one political sign for each candidate, political party or ballot question.

1.21. Separation of Surface and Subsurface Rights

There shall be no deed, conveyance, agreement or other document executed which would affect or cause a separation into different ownerships of the surface or subsurface rights of any lot, parcel or portion thereof.

1.22 Building Height Restriction

No building, residence, garage, or outbuilding structure of any kind, except fireplace chimneys and flues will project above thirty (30) feet in height. In the event that the height restrictions as set forth herein result in undue hardship in home design or construction, the Architectural Committee, at its sole discretion, may allow minor variations in said restrictions. This restriction shall not prevent the construction of a daylight basement or garden area under the main floor of a house and the thirty (30) foot limitation shall apply from the ground level floor to the height of the building.

1.23 Communication Equipment Restrictions

Radio transmitting and receiving antennas for CB and shortwave operation and television antennas shall not exceed eight (8) feet above the highest point of the roof. Satellite dish antennas no larger than one (1) meter in diameter may be installed.

1.24 Owner's Obligation of Maintenance and Repair

The owner of each lot shall maintain such property and the improvements thereon in a good, clean and orderly condition and in a good state of repair and adequately painted or otherwise finished, all at such owner's sole cost and expense and all in accordance with the Rules and Regulations, which may be adopted from time to time by the Board of Directors. No owner shall permit any building, structure, or other improvement on such lot to fall into disrepair. Each owner shall keep all shrubs, trees, grass and plantings on the owner's lot neatly trimmed, properly cultivated and free from trash, weeds or other unsightly material. Each owner shall maintain any and all fuel break areas on such owner's lot in accordance with applicable recommendations for defensible space as may be available from local fire suppression agencies and/or adopted and enforced by the Board. Notwithstanding any enforcement or lack of enforcement, each owner is solely liable for any failure to properly maintain adequate and safe defensible space on the owner's lot.

ARTICLE II **VIOLATION OF COVENANTS**

2.1 Notice of Violation

If any owner allows, permits, or fails to correct any violation of the covenants, conditions or restrictions, the Association shall give written notice of the violation and an opportunity to

correct the violation. Notice shall be given as determined by the Board and in accordance with the requirements of applicable Nevada law, including but not limited to NRS 116.31031 and/or NRS 116.310312. Before any sanction may be imposed, a hearing shall be conducted as required by applicable Nevada law. Sanctions and available remedies under Nevada law may be imposed to the full extent allowed and as deemed appropriate by the Board.

2.2 Abatement

If the violating party does not comply with the notice of violation as provided above, then the Association may enter upon the property of said violating party to perform or cause to be performed the work necessary to correct the violation and charge the violating party for the work.

2.3 Right of Enforcement

The Association or any other owner of property in GALENA COUNTRY ESTATES may commence any proceeding at law or in equity against any person violating or attempting to violate any of the covenants and/or to recover damages for such violations. If proceedings are commenced to enforce these covenants, the prevailing party shall be entitled to their reasonable attorney's fees and costs.

ARTICLE III **ARCHITECTURAL COMMITTEE**

3.1 Architectural Committee

In order to provide for the orderly development of GALENA COUNTRY ESTATES and to aid in establishing a unique and prestigious architectural format, there is hereby created, an Architectural Committee whose membership shall consist of three (3) persons who shall at all times be fee owners of a lot in GALENA COUNTRY ESTATES. The Architectural Committee shall be appointed by the Board of Directors. In the event of the resignation, incapacity, failure, or death of any member or members of the Architectural Committee, the Board shall fill any vacancy or vacancies. Further, the Architectural Committee shall have the power to establish its own internal rules, regulations and procedural details.

3.2 Duties of the Architectural Committee

The Architectural Committee shall examine and approve or stipulate to reasonable changes or alterations any plans for any structured dwelling unit or outbuilding to be constructed on any lot. Original colors and any change of color from the original paint **MUST BE APPROVED** by the Architectural Committee. No bright color shall be allowed and colors in general shall be limited to earth tones, soft blue, soft green, soft yellow, white, gray, and natural wood colors. Said changes or alterations in plans duly submitted to the Committee shall be made only in the best and continuing interest of maintaining a superior tone and quality of architecture throughout the subdivision.

3.3 Plans and Specifications

No dwelling unit, garage, or outbuilding shall be constructed, erected, commenced or placed upon any lot until a complete set of plans thereof including front, side and rear elevations along with floor plans for each floor and basement, exterior color schemes thereof and plot planning indicating and establishing the exact location of any structure shall have been first submitted in writing to the Architectural Committee for approval and said approval obtained in writing from the Architectural Committee.

3.4 Redecorating and Alterations

If any redecorating or alteration of the exterior of any existing structure be proposed without remodeling or adding to or effecting structural changes in any existing structure, it shall be necessary only to file an exterior color scheme of such changes and to receive written approval of the Architectural Committee prior to commencing said work. When the exterior, redecoration, alteration, addition, or remodeling affects structural changes, the provisions of paragraph 3.3 must be complied with by the Owner.

3.5 Approval of Plans, Alterations, and Color Change

All approvals must be in writing. Approval by the Architectural Committee of any given plans, alteration, or color change may be withheld due to noncompliance with any of the specific requirements of this Declaration or due to reasonable disapproval of the Architectural Committee as to the location of the building site upon any lot, appearance, construction material to be used therein or thereon, the lot grading plan and the harmony of the proposed structure with the surrounding area and homes. At no time shall the Architectural Committee take action on any matter submitted more than forty-five (45) days from the date of the submission to approve or disapprove of a complete submission. In the event it is not a complete submission, this time requirement shall not be applicable. The owner has burden of proof to establish that written approval was obtained for any improvement. All requirements of this Declaration must be met and no approval shall be effective if there is a violation. Under no circumstances may there be a waiver of the restrictions, whether discovered or not.

ARTICLE IV **ASSOCIATION**

4.1 Association

GALENA COUNTRY ESTATES HOMEOWNERS ASSOCIATION organized under the laws of the State of Nevada shall have the rights and powers set forth herein and it shall perform each and every duty required of it by this Declaration. The general purpose of the Association is to further promote the common interest and welfare of GALENA COUNTRY ESTATES property owners. The Board shall also be the means for the promulgation and enforcement of all regulations necessary to govern GALENA COUNTRY ESTATES.

4.2 Members

Every person who acquires title, legal or equitable, to any residence site in GALENA COUNTRY ESTATES shall thereby become a member of the Association provided however that such membership is not intended to apply to those persons who hold an interest in any property, merely as security of an obligation to pay money, e.g., mortgages, deeds of trust or real estate contract purchases. Each owner, by virtue of being an owner and so long as he or she is an owner, shall be member of the Association. One membership in the Association is appurtenant to each residence site and any sale, transfer or conveyance of the residence site shall operate to sell and/or transfer the appurtenant membership. Upon conveyance of a residence site to a new owner, such new owner shall become liable for all assessments levied after the date of such conveyance and for any portion of assessments as provided for in NRS 116.

4.3 Committees and Employees of Association

The Association may establish committees, may engage a manager, secretaries, engineers, auditor, legal counsel and other employees or consultants as may be reasonably necessary for discharge of its duties hereunder. The expenses of a committee, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business. The Association may delegate any of its duties, powers or functions to any person or firm to act as manger provided that any such delegation shall be revocable upon notice by the Association. The members of the Association shall not be liable for any omission or improper exercise by the manager of any such duty, power of function so delegated by written instrument executed by a majority of the Board. In the absence of any appointment, the Board shall act as the manger. The Association, further, may obtain such fidelity bonds in such amount as it deems advisable naming the manager and such other persons as may be designated by the Association as principal and the owners as obligees.

4.4 Audit of Books

Any owner may at any time, at the owner's expense, cause an audit of inspection to be made of the books and records of the Association. The Association shall obtain an audit as may be required by NRS 116.31144.

ARTICLE V **POWERS AND DUTIES OF THE ASSOCIATION**

5.1 Powers

The Association shall have all the powers to do any lawful thing that may be authorized or permitted to be done by the Association under this Declaration, NRS 116 or other applicable Nevada law, and to do and perform any act that may be necessary or proper for the exercise of any of the express powers of the Association including, without limitation, the following:

5.1.1 Assessments

The Association shall have the power to establish, fix and levy assessments against each owner of the lot and to enforce payment of such assessments in accordance with the provision of this Declaration.

Each owner shall pay the Association, semi-annually, or at such other interval as may be established by the Board, the assessment on a uniform rate of assessment, which shall be established to pay for the following:

- a. Operation of the Association;
- b. Utilities, insurance, accounting and any other items required to properly fulfill the duties of the Association;
- c. The construction, maintenance and repair of any common area, park, or individual lot in GALENA COUNTRY ESTATES;
- d. The payment of any taxes or assessments on Association property;
- e. Reserve amounts for the major components of the common elements;
- f. Enforcement of the Declaration and any amendments;
- g. Annual park fee as required by Section 5.1.6;
- h. Other amounts determined to be appropriate by the Board.

5.1.2 Special Assessments; Individual Assessments

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of the Association property. In addition, the Association shall have the authority to establish and affix an individual assessment on any residential site to secure the liability of the owner of such residence site to the Association for any breach by the owner of any of the provision of this Declaration which breach shall require an expenditure by the Association to repair or remedy. The Association may incur expenses for the maintenance and repair or the improvement of any lot which causes the lot to become unsightly, unsanitary or hazardous, including but without limitation to the maintenance of any and all fuel break areas on such owner's lots in accordance with the applicable fire and safety codes, provided such maintenance and repair is necessary in the sole discretion and opinion of the Association to protect the project and provided the owner of such lot has failed or refused to perform such maintenance or repair within one hundred twenty (120) days, or shorter period as may be appropriate, of the written notice of the necessity of such maintenance or repair has been delivered by the Association to such owner in the manner provided for notice or to commence such work of repair or maintenance within the period

as determined by the Board and diligently pursue the same to completion within a reasonable time thereafter.

Any special assessments shall become a lien against each residence site in the same manner otherwise provided in the Declaration. Any special assessment shall be payable as established by the Board.

5.1.3 Liens

Each residence site within the subdivision shall be subject to a lien to secure the payment of the assessments established against it.

The Association shall have the sole authority to collect and enforce the collection of all general, special and individual assessments provided for in this Declaration and any amendments. In addition to such assessments, the Association may charge and assess costs (including reasonable attorney's fees) and penalties and interest for the payment or non-payment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided for in this Declaration. Thirty (30) days after any general, special, and additional assessment shall be due and payable and unpaid and not otherwise satisfied, the same shall be and becomes delinquent and shall so continue until penalties and interest as herein provide have been fully paid or otherwise satisfied.

At any time after any general, special, or additional assessment against any residence site has become a lien and delinquent, the Association may proceed with any remedy allowed by Nevada law, including the provisions of NRS 116.3116-116.31168, then in effect.

5.1.4 Right of Enforcement

The Association in its own name and on its own behalf or on behalf of any owner of a lot who consents, any member and the County of Washoe as a third-party beneficiary as to certain provisions of the paragraph as more particularly set forth in paragraph 5.4 below can commence and maintain actions for damages or to restrain and enjoin any actual and threatened breach of any provision of this Declaration, rules and regulations, or any resolution of the Association or to enforce by mandatory injunction or otherwise all of these provisions. The court in any such action may award the successful party reasonable expenses in prosecuting such action including reasonable attorney's fees.

In the event the Association fails to enforce any of the provision set forth in paragraph 5.4 of this Declaration, then the County shall be entitled to commence an action as set forth in this Article to enforce such provisions by the levy of a special assessment equally against all of the owners of the lots which special assessment shall be secured by a lien against all of the lots in the manner provided in Article V hereof.

Notwithstanding the foregoing, the County shall be entitled to commence such action only after:

1. The County has given reasonable notice (which shall be no less than thirty (30) days) to the Association in the manner provided by paragraph 6.7 below describing such violation or if no Association is in existence by publication of reasonable notice in the newspaper of general circulation in Washoe County; and
2. The Association or the owners of the lots shall have failed to cure such violation within a reasonable time thereafter to the reasonable satisfaction of Washoe County.

5.1.5 The Common Areas

Common Areas shall consist of all real property deeded to the Association including any easements for use of recreational areas and any property deeded to Washoe County or any state municipality including those properties defined in paragraph 5.1.6 and for which the Association has assumed the obligation to maintain.

5.1.6 Park

The Association agrees to pay the Washoe County Parks Department a fixed annual fee of \$11,000 to fulfill the Association's responsibility to contribute to the cost to maintain the Park and may seek contribution as allowed by any applicable document or agreement or obligation from any third party, including but not limited to adjacent owners and/or common interest communities.

5.2 Insurance

The Association shall purchase insurance as required by NRS 116.3113. Such insurance shall include:

- A. **Commercial General Liability Insurance.** Commercial General Liability Insurance includes insurance for medical payments covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Association's Common Elements. Such liability insurance shall name as separately protected insureds, the Association, the Board, their representatives, members and employees relative to liability arising out of the maintenance or use of any Common Area or Element. Every policy obtained by the Association shall contain an express waiver of any and all rights of subrogation against the Board and their representatives, members and employees.

- B. Property Insurance. Property Insurance shall cover all Common Area. Such insurance shall provide coverage of the Common Elements equal to but not less than 80 percent of the replacement cost of the property at the time of the purchase of the policy and at each renewal date, exclusive of land, foundations, excavations and other customary, routine or normal exclusions. Such insurance shall include, to the extent reasonably available, fire and extended peril coverage, special perils protection on a replacement cost basis to all building elements, vandalism, malicious mischief and such other risks and hazards the Association deems appropriate to insure against.
- C. Workmen's Compensation and Employer's Liability Insurance. The Association may, if necessary, purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.
- D. Crime Insurance. Crime Insurance shall include coverage for dishonest acts by members of the Board and the officers, employees, agents, directors and volunteers of the Association and which extends coverage to any business entity that acts as the community manager of the Association and the employees of that entity. Such insurance may not contain a conviction requirement, and the minimum amount of the policy must not be less than an amount equal to 3 months of aggregate assessments on all Units plus reserve funds or \$5,000,000 whichever is less.
- E. Directors Fidelity Insurance/Errors and Omissions Coverage. The Association shall purchase in such amounts and in such forms as it shall deem appropriate, coverage for any acts or failure to act by officers, directors, trustees, employees and agents of the Association and employees of any Management entity or person employed or volunteering such services to the Association against error and omissions made.

Proceeds of insurance shall be disbursed as follows:

For any loss damage or destruction, the proceeds shall be paid to the Association with an affirmative duty on the Association to rebuild or repair the damage to which the insurance proceeds relate.

The Association shall use the net insurance proceeds to repair and replace any damage or destruction of the property covered by such insurance. Any balance from the proceeds of insurance paid to the Association remaining after satisfactory completion of repairs and replacement shall be retained by the Association as part of a general reserve fund for repair and replacement of such property. If the insurance proceeds are insufficient to repair or replace any loss or damage, for the repair of which the Association is bound hereunder, the Association shall levy a special assessment to cover the deficiency.

5.3 Operation and Maintenance of Association Property

The Association shall operate, maintain and otherwise manage or provide for the operation, maintenance and management of any and all Association property including, but not limited to, any common areas or other property the Association is responsible to maintain, including, all its facilities, common area improvements (either now existing or installed in the future), fuel breaks, landscaping any and all common area driveways and private streets, any and all property acquired by the Association including personal property and the park area as defined in paragraph 5.1.6 herein. Such operations, maintenance and management shall be conducted in a first-class manner. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association. The term of any such service contract shall not exceed one (1) year and shall be terminable by either party with or without cause and without payment of a termination fee upon thirty (30) days written notice.

Without limiting the rights and duties of the Association set forth in the paragraph above, the Association shall maintain all fuel breaks in the common areas which are required by the County or other governmental authority.

The Association shall pay all taxes and assessments on Association property and Common Area owned by the Association.

5.4 County is a Third-Party Beneficiary; Code Violations

The County of Washoe, State of Nevada or other political subdivision in which the property may hereafter be located (“the County”) is hereby expressly made a third-party beneficiary to the following provisions of this Declaration:

1. Right of enforcement of any breach as provided for in paragraphs 5.1.4. and 6.3;
2. Right of enforcement against individual lot owners to maintain or repair their properties as provided for in paragraph 1.24 and Article II;
3. The obligation of operating and maintaining association property and the Park as provide for in paragraph 5.1.6 and Article II;
4. Levy and enforcement of special assessments as provided for in paragraphs 5.1.1, 5.1.2, 5.1.3 and 5.1.4;
5. Prohibition on the subdivision of lots as provided for in paragraph 1.4; and
6. The duration and amendment of the declaration as provided for in paragraphs 6.1 and 6.2.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.1 Duration

The provisions of this Declaration shall continue and be effective for a period of forty (40) years from the date of recordation hereof and shall be automatically extended for successive periods of ten (10) years each until the owners of eighty (80%) of the lots within the project shall determine that the Declaration shall terminate and notice thereof is recorded in the office of the Recorder of Washoe County. The declaration shall not terminate without the written consent of the County which written consent shall be evidenced by a written instrument duly recorded in the office of the County Recorder of Washoe County, Nevada.

6.2 Amendment

No amendment to this Declaration and any amendments thereto shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it was approved by not less than a majority of the property owners. Also, if the consent or approval of Washoe County or any other governmental authority, mortgagee, or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, then no such amendment or revocation shall be effective unless such consent or approval is obtained. The provision of paragraphs 5.4, 5.1.4, 5.3, Article II, 1.24, 6.1, 6.2, 6.3, 5.1.1, 5.1.2, 1.4, 5.1.3 shall not be amended in any material respect without the written consent of Washoe County being first obtained.

6.3 Enforcement and Waiver

As provided in Section 5.1.4 and except as otherwise provided herein, the Association, any member, and Washoe County as to the provisions to which it has been expressly made a third-party beneficiary shall have the right (but not the duty) to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by this Declaration upon the owners of lots or upon any of the projects; provided however, nothing herein shall be construed as creating a third-party beneficiary contract in favor of the parties who are not members of the Association except in favor of Washoe County as set forth in paragraph 5.1.4. The failure to enforce any provision of the Declaration shall not constitute a waiver of the future right to enforce such provision.

6.4 Lots Subject to Declaration

The lots and all improvements located and to be located thereon are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration, all of which are intended to enhance and protect the value, desirability and attractiveness of the lots as a whole, to mutually benefit the lots in favor of each and all other lots, and to create reciprocal rights and privity of contract and estate between all person acquiring or owning an interest in and to the lots including grantees, heirs, devisees, successors, and assigns and shall be

deemed to run with the land or any portion thereof or interest therein and be a burden and benefit to all such person including grantees, heirs, devisees, successors, and assigns. There shall be a maximum of two hundred forty-eight (248) lots.

6.5 Easements

There are reserved for the benefit of each residence site easements for utility services, cable television systems, water works, drainage swales, and appurtenances as indicated on the subdivision plat or originally constructed. Such easements are never to be used for other purposes. In addition to these specific easements, all residence sites shall be subject to and be servient tenement for an easement of entry and of access for the installation and maintenance of utility lines, television systems, utility meter boxes, water works, and for the performance generally of its rights and duties as provided in this Declaration.

6.6 Full Force and Effect

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The breach of the foregoing conditions and restrictions, or any entry by reason of such breach shall not defeat or render invalid the lien of any deed of trust or mortgage on the premises made in good faith and for value, but in case of foreclosure and sale hereunder whether judicial or non-judicial foreclosure, the purchasers shall take title subject to all of said conditions and restrictions. Nothing contained herein shall be in addition to other remedies provided by law or in equity.

6.7 Notices

All notices hereunder to the Association shall be sent registered or certified mail to the Registered Agent identified in the current Secretary of State filing, or to such other places as the Board may designate from time to time by notice in writing to all members. All notices to any owner of a lot shall be sent as may be allowed either electronically, first class, registered or certified mail to the lot or to such other address as may be designated by the Owner in writing to the Association. All notices shall be deemed to have been given when mailed except notices of change of address, which shall be deemed to have been given when received, and except as otherwise provided herein.

6.8 Approvals

Any consent or approval by the Association or Architectural Committee shall be in writing.

6.9 Construction and Severability; Singular and Plural; Titles

6.9.1 Restrictions Construed Together

All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the project as set forth in the Declaration.

6.9.2 Restrictions Severable

The covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable; and invalidity or partial invalidity of any provision or portion shall not affect the validity or enforceability of any other provision.

6.9.3 Singular Includes Plural

The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter the context requires.

6.9.4 Captions

All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provision of any section.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written on behalf of the Association and its Owners.

Certification

We, the undersigned, hereby certify, under penalty of perjury, that this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions Galena Country Estates (“Second Amended and Restated Declaration”) was provided to its members for a vote. While the Galena Country Estates Homeowners Association (“Association”) made reasonably diligent effort to allow all eligible homeowners to vote on the Second Amended and Restated Declaration, and majority of the total voting power of the members voted in favor of the Second Amended and Restated Declaration, a supermajority of votes as required by the Original Declarations was not obtained. Nonetheless, the Association, under NRS 116.21175, petitioned a district court in Washoe County for an Order amending the Declaration, which the Court granted and is of record in Case No. CV22-00893, Second Judicial District Court and recorded as Exhibit “B” to this Second Amended and Restated Declaration. Thus, pursuant to NRS 116.21175 and the Court

EXHIBIT "A"

EXHIBIT "A"

EXHIBIT "A"

Assessor's Parcel Numbers 049-431-01 through 049-431-11, inclusive; 049-432-01 through 049-432-09, inclusive; 049-433-01 through 049-433-13, inclusive. Consisting of 33 Lots.

All that certain real property situate within the Southeast 1/4 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 1 through 11, inclusive, in Block A; Lots 1 through 9, inclusive, inclusive, in Block B; Lots 1 through 13, inclusive, in Block C of Tract Map Number 221 I, Document Number 964428 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 049-410-01 through 049-410-11, inclusive; 049-421-01 through 049-421-05, inclusive; 049-422-01 through 049-422-14, inclusive; 049-423-01 through 049-423-06, inclusive. Consisting of 36 Lots.

All that certain real property situate within the Southeast 1/4 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 10 through 15, inclusive, in Block B; Lots 1 through 14, inclusive, inclusive, in Block D; Lots 1 through 16, inclusive, in Block J of Tract Map Number 2289, Document Number 1025871 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 049-501-01 through 049-501-11, inclusive; 049-502-01 through 049-502-06 inclusive; 049-503-01 through 049-503-07, inclusive. Consisting of 24 Lots.

All that certain real property situate within the Southeast 1/4 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 15 through 21, inclusive, in Block D; Lots 1 through 6, inclusive, inclusive, in Block F; Lots 17 through 27, inclusive, in Block J of Tract Map Number 2760, Document Number 1469278 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 049-511-01 through 049-511-04, inclusive; 049-512-01 through 049-512-04, inclusive; 049-513-01 through 049-513-07, inclusive; 049-514-01 through 049-514-06, inclusive; 049-521-01 through 049-521-05, inclusive; 049-522-01 through 049-522-06, inclusive; 049-523-01 through 049-523-15, inclusive. Consisting of 45 Lots and 2 Common Area Parcels.

All that certain real property situate within the South 1/2 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 42 through 44, inclusive, in Block C; Lots 1 through 22, inclusive, inclusive, in Block E; Lots 7 through 15, inclusive, in Block F; Lots 1 through 5, inclusive, in Block H; Lots 28 through 33, inclusive, in Block J; Parcel A, Common Area and Parcel B, Common Area of Tract Map Number 2870, Document Number 1582946 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 049-514-07; 049-551-01 through 049-551-04, inclusive; 049-552-01 through 049-552-03, inclusive; 049-553-01 and 049-553-02; 142-151-27. Consisting of 9 Lots and 2 Common Area Parcels.

All that certain real property situate within the Southwest 1/4 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 23 and 24, in Block E; Lots 1 through 3, inclusive, inclusive, in Block G; Lots 34 through 37, inclusive, in Block J; 69,588 square feet Common Area Parcel; 32,042 square feet Common Area Parcel of Tract Map Number 2938, Document Number 1677822 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 49-601-01 through 49-601-11, inclusive; 049-602-01 through 049-602-03, inclusive; 049-603-01 through 049-603-07, inclusive; 049-604-01 through 049-604-04, inclusive. Consisting of 25 Lots.

All that certain real property situate within the South 1/2 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 1 through 11, inclusive, in Block E; Lots 23 through 25, inclusive, inclusive, in Block G; Lots 12 through 22, inclusive, in Block H; of Tract Map Number 3042, Document Number 1798400 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 049-641-01 through 049-641-09, inclusive. Consisting of 8 Lots and 1 Common Area Parcel.

All that certain real property situate within the South 1/2 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 1 through 8, inclusive, in Block H; Common Area Parcel, in Block H; of Tract Map Number 3080, Document Number 1835228 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 049-681-01 through 049-681-13, inclusive; 049-682-01 through 049-682-06, inclusive; 049-683-01 through 049-683-08, inclusive. Consisting of 27 Lots.

All that certain real property situate within the Southeast 1/4 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 7 through 14, inclusive, in Block B; Lots 1 through 6, inclusive, in Block D; Lots 15 through 27, inclusive, Block F; of Tract Map Number 3154, Document Number 1902902 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 142-111-01 and 142-111-02; 142-112-01; 142-113-01 through 142-113-04, inclusive. Consisting of 7 Lots.

All that certain real property situate within the Southeast 1/4 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 1 and 2, in Block A; Lot 3, in Block B; Lots 4 through 7, inclusive, Block C; of Tract Map Number 3456, Document Number 2143300 of the Official Records of Washoe County, Nevada.

Assessor's Parcel Numbers 142-151-01 through 142-151-26, inclusive; 142-152-01 and 142-152-02; 142-153-01 through 142-153-07, inclusive. Consisting of 34 Lots and 1 common area.

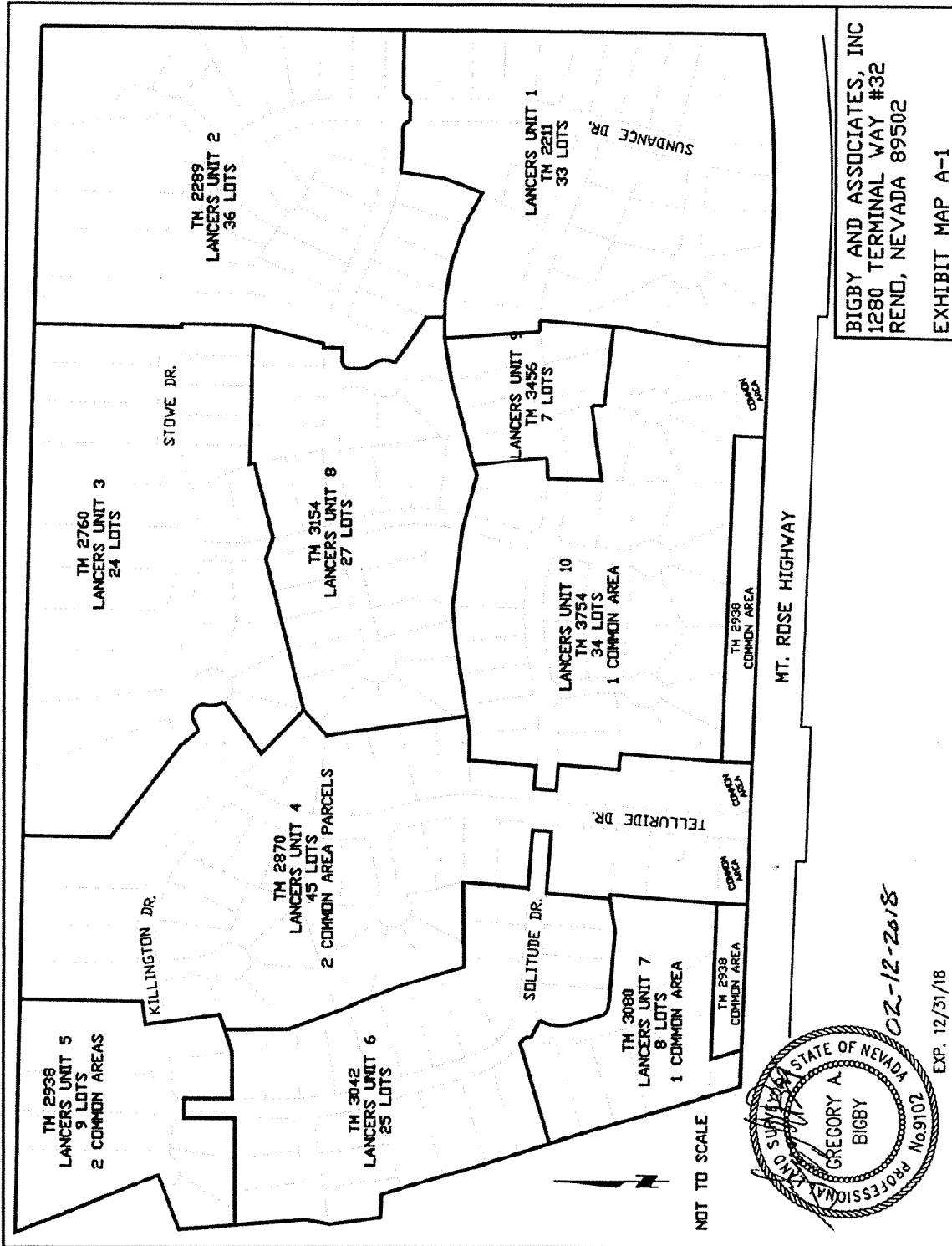
All that certain real property situate within the Southeast 1/4 of Section 30, Township 18 North, Range 20 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Lots 1 through 7, inclusive, in Block A; Lots 8 and 9, in Block B; Lots 10 through 34, inclusive, Block C; 19,623 square feet common area; of Tract Map Number 3754, Document Number 2383625 of the Official Records of Washoe County, Nevada.

See Exhibit Map A-1 attached hereto and included in this description by reference.

Prepared by;
Gregory A. Bigby PLS 9102
1280 Terminal Way #32
Reno, Nevada 89502





BIGBY AND ASSOCIATES, INC
 1280 TERMINAL WAY #32
 RENO, NEVADA 89502
 EXHIBIT MAP A-1

NOT TO SCALE

STATE OF NEVADA
 GREGORY A. BIGBY
 PROFESSIONAL LAND SURVEYOR No. 9102
 02-12-2018
 EXP. 12/31/18

EXHIBIT "B"

EXHIBIT "B"

FILED
Electronically
CV22-00893
2023-02-07 01:42:13 PM
Alicia L. Lerud
Clerk of the Court
Transaction # 9497036

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7

IN AND FOR THE COUNTY OF WASHOE

8

GALENA COUNTRY ESTATES
HOMEOWNERS ASSOCIATIONS, a
Nevada domestic nonprofit cooperative
corporation without stock,

CASE NO.: CV22-00893

9

DEPT NO.: 4

10

Petitioner.

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12

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING
PETITION TO AMEND DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS OF GALENA COUNTRY ESTATES HOMEOWNERS ASSOCIATION**

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The above-referenced matter having come before this Court on October 20, 2022, pursuant to Galena Country Estates Homeowners Association, a Nevada domestic nonprofit cooperative corporation's ("Petitioner") Petition to Amend Declaration of Covenants Conditions and Restrictions for the Association ("Petition"), the Court, having considered all the pleadings, objection and papers on file, finds as follows:

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FINDINGS OF FACT

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1. That Petitioner's governing documents provide for a single-class voting structure;

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2. That the Petition satisfied all requirements specified by NRS 116.21175(2);

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3. That the voting process implemented by the Petitioner with regard to the proposed

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Amendment was conducted in accordance with the procedures specified in and all applicable provisions of Petitioner's governing documents and all applicable statutory requirements;

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4. That the Petitioner made a reasonably diligent effort to allow all eligible

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homeowners within the Community to vote on the proposed Amendment;

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5. That homeowners representing at least a majority of the total voting power of the

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Community voted in favor of the proposed Amendment.

1 **CONCLUSIONS OF LAW**

2 1. That pursuant to NRS 116.21175(6), the Petitioner is authorized to record a
3 certified copy of the Amendment and this Order with the Washoe County Recorder against all
4 legal parcels in the Community;

5 2. That the Petition was transmitted to all parties that were entitled to notice of this
6 Petition and this proceeding;

7 3. That there were no other persons or entities that were entitled to notice of the
8 Petition;

9 4. That the voting process implemented by the Petitioner with regard to the proposed
10 Amendment was conducted in accordance with, and conformed to, the procedures specified in and
11 all applicable provisions of, the Petitioner's governing documents and all applicable statutory
12 requirements;

13 5. That the Petitioner made a reasonably diligent effort to allow all eligible
14 homeowners to vote on the proposed Amendment;

15 6. That the proposed Amendment received the support of at least a majority of the
16 total number of votes allocated to the membership;

17 7. That NRS 116.21175 authorizes the District Court to amend the Petitioner's
18 Declaration in conjunction with the factual findings set forth above.

19 **ORDER**

20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Petitioner's Petition to
21 Amend Declaration of Covenants Conditions and Restrictions for Galena Country Estates
22 Homeowners Association is hereby granted;

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Amendment shall
24 become effective upon recordation of a certified copy of the Amendment and the final Court Order
25 in Washoe County;

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Amendment shall
27 be prepared, executed, recorded and certified on behalf of the Petitioner by the President of the
28 Association and the final Court Order must be recorded along with the Amendment;

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that after the Amendment
2 and the final Court Order have been recorded, the Declaration, as amended, has the same force and
3 effect as if the Amendment had been approved in compliance with every requirement imposed by
4 the Governing Documents; and,

5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that not more than thirty
6 (30) days after the date on which the Amendment and the final Court Order are recorded, the
7 Petitioner shall mail to all homeowners in the Community a copy of the Amendment and the final
8 Court Order and a statement explaining that the amendment and the final Court Order have been
9 recorded and that the Declaration has been amended consistent with the Amendment.

10 DATED this 7 day of February, 2023.

11
12 Connie I. Steinheimer
13 DISTRICT COURT JUDGE

14 Submitted by:

15 LEACH KERN GRUCHOW
16 ANDERSON SONG

17 By: Brooks P. Kern, Esq.
18 GAYLE A. KERN ESQ.
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22 Nevada Bar No. 15758
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24 5421 Kietzke Lane, Suite 200
25 Reno, Nevada 89511
26 Telephone: (775) 324-5930
27 Facsimile: (775) 324-6173
28 *Attorneys for Galena Country Estates Homeowners Associations*

CERTIFIED COPY

This document is a full, true and correct copy of the original on file and of record in my office, these letters have never been revoked, or set aside, and are still in full force and effect.

DATE: 02/21/2023

ALICIA L. LERUD, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By *DL* Deputy

3 Pages



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Sylvia Baldemor
Signature

February 27, 2023
Date

Sylvia Baldemor
Printed Name