

DC # 3470985

12/05/2006 03:40P Fee:17.00

BK1

Requested By  
JONES VARGAS

Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 4 RPTT 0.00

**WHEN RECORDED, MAIL TO:**

Dave Davis, Esq.  
Jones Vargas  
100 West Liberty Street, 12th Floor  
Reno, Nevada 89501



**CERTIFICATE OF THIRD AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
CASOLEIL AT SPANISH SPRINGS**



**CERTIFICATE OF THIRD AMENDMENT TO**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CASOLEIL AT SPANISH SPRINGS**

THIS CERTIFICATE OF THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASOLEIL AT SPANISH SPRINGS ("Third Amendment") is made by **CASOLEIL HOMEOWNERS' ASSOCIATION, a Nevada non-profit corporation** (the "Association"), with respect to the following facts, and is as follows:

**R E C I T A L S :**

A. Galleria Station, LLC, a Nevada limited liability company ("Declarant"), caused that certain Declaration of Covenants, Conditions and Restrictions for Casoleil at Spanish Springs, to be recorded on December 7, 2005, as Document No. 3319339, Official Records, Washoe County, Nevada ("Declaration"). Capitalized terms used and not defined otherwise herein shall have the meanings ascribed to such terms in the Declaration.

B. Declarant caused that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Casoleil at Spanish Springs to be recorded on February 24, 2006, as Document No. 3353103, Official Records, Washoe County, Nevada.

C. The Association caused that certain Certificate of Second Amendment to Declaration of Covenants, Conditions and Restrictions for Casoleil at Spanish Springs to be recorded on June 21, 2006, as Document No. 3403972, Official Records, Washoe County, Nevada.

D. Section 12.2 of the Declaration provides that the Declaration may be amended by vote or agreement of not less than sixty-seven percent (67%) of the voting power of the Association (the "Approval"), and that all such amendments must be in writing, and prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for such purpose or by the President of the Association in the absence of such designation.

E. The Association now desires to amend the Declaration further as below set forth.

F. The President of the Association has been designated to prepare, execute, record and certify on behalf of the Association the amendment to the Declaration set forth herein.



NOW, THEREFORE, **David G. Herman**, as President of the Association, hereby certifies that pursuant to the requisite Approval, that the Declaration has been amended as follows:

1. Amendment to Section 3.16 Fences, Etc. Section 3.16 of the Declaration is hereby deleted, in its entirety, and replaced with the following new Section 3.16:

3.16 Fences, Etc. Except as expressly provided for in this Section 3.16, no fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community, and their replacements, or as are authorized and approved by the Board. Notwithstanding the foregoing, the Owner of any ground level Unit may enclose the Limited Common Element patio area of such Unit without first obtaining approval of the Board, provided that the work of enclosing such patio area is performed by Tholl Fence, Inc., a Nevada corporation licensed by the State of Nevada Contractor's Board for fencing installation, using commercial grade ornamental iron fencing materials of the following specifications:

- Two inch (2") posts
- One inch (1") rails
- Five-eighths inch (5/8") pickets
- One inch (1") gate frame
- Forty-four inch (44") panels
- Thirty-six inch (36") gate

It is the intent of the Association in requiring Owners to utilize the above company and the above materials that all enclosures in the Community be of a uniform type and quality. In the event any ground level Unit Owner encloses the Limited Common Element patio area of their particular Unit, the proper installation and maintenance of such enclosure shall be the responsibility of such Owner; and the failure of any such Owner to comply strictly with the foregoing requirements for the enclosure of such Owner's Limited Common Element patio area shall result in the levy of a Maintenance Violation against such Owner requiring, without prompt correction of the deficiency, that all such enclosure elements be removed, and the patio area Limited Common Element returned to its original condition, all at the cost and expense of such Owner.

IN WITNESS WHEREOF, **David G. Herman**, as President of the Association, has executed this Certificate as of the date set forth with his signature below.

**CASOLEIL HOMEOWNERS' ASSOCIATION,  
a Nevada nonprofit corporation**

Date: 11-30, 2006.

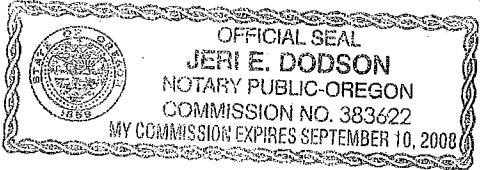
By: *David G. Herman*  
**DAVID G. HERMAN**  
Its: **President**

STATE OF OREGON )  
 )ss.  
COUNTY OF Clackamas )

This instrument was acknowledged before me on November 30, 2006, by David G. Herman, as President of the Casoleil Homeowners' Association, a Nevada nonprofit corporation.

*Jeri E. Dodson*  
(Signature of Notarial Officer)  
Project Administrator  
Title (and Rank)

(Seal, if any)



My Commission Expires: 9/10/08