

**DOC# 501768**

01/17/2013

01:51PM

**Official Record**

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WESTERN TITLE COMPANY

**Lyon County - NV**

**Mary C. Milligan - Recorder**

Page: 1 of 14

Fee: \$27.00

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RPTT: \$0.00

Recording Requested By and  
When recorded mail to:

AIRPARK ESTATES HOMEOWNERS ASSOCIATION  
c/o Sandy Duncan, President  
208 Doolittle Ct.  
Dayton, NV 89403



0501768

APNs:

019-591-02 through -16

029-211-01 through -13

029-221-01 through -12

The undersigned hereby affirms 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)

**FIRST AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
DAYTON VALLEY AIRPARK ESTATES**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DAYTON VALLEY AIRPARK ESTATES, ("Amendment") is made this 27<sup>th</sup> day of December, 2012, and certified by the President and Secretary of the Dayton Valley Airpark Estates Homeowners Association., a Nevada non-profit corporation (the "Association").

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dayton Valley Airpark Estates was recorded on November 23, 2005, in the Official Records of Lyon County, Nevada as Document No. 368807; and the Notice of Addition of Land and Declaration of Annexation Pursuant to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dayton Valley Airpark Estates was recorded on November 25, 2005 as Document No. 368808, (collectively the "Declaration").

WHEREAS, the proposed amendments to the Declaration were submitted to the Owners (as defined in the Declaration) entitled to cast votes and at least 51% of the Owners approved the amendments to the Declaration as hereinafter set forth;

NOW, THEREFORE, the undersigned hereby acknowledge and certify the following amendments to the Declaration:

**1. Paragraph 2.05 is amended to read as follows:**

2.05 Airport Director. Shall mean the Board, or any manager hired or appointed by the Board.

**2. Paragraph 2.05.1 is added to read as follows:**

2.05.1 Airport Facilities. Shall mean those improvements existing from time to time on the Airport Property, including but not limited to certain parallel taxiways, access taxiways, ramps, turnouts, exits, run up areas, windsock, lights, and navigational aids.

**3. Paragraph 2.05.2 is added to read as follows:**

2.05.2 Airport Rules and Regulations or Rules and Regulations of Airport. Shall mean those rules and regulations adopted by the Board in its discretion for any matter regarding the Airport.

**4. Paragraph 2.05.3 is added to read as follows:**

2.05.3. Amended and Restated Industrial Airport Facility Use Agreement. Shall mean that certain Amended and Restated Industrial Airport Facility Use Agreement dated JANUARY 17 2013, executed by the Association as owner of the Airport Property, and recorded against title to the Airport Property contemporaneously with the recording of this Amendment.

**5. Paragraph 2.15 is amended to read as follows:**

2.15 Common Area. Shall mean the area within Dayton Valley Airpark Estates that is available for the common use and enjoyment of any Member, or their lessees and invites, including driveways, walkways, open spaces, planted and landscaped areas, and utility facilities designated on the Subdivision Map therefore as Common Area whether or not the same is owned in fee by the Association or whether by easement or equitable servitude. It shall also mean and include the Airport Property and Airport Facilities as long as the Airport Property or any Airport Facility is owned by the Association.

**6. Paragraph 2.15.1 is added to read as follows:**

2.15.1 Costs of Airport Operations. Shall mean the costs of maintaining and operating the Airport and the Airport Facilities, including but not necessarily limited to the following charges and fees as the same relate to the Airport and the Airport Facilities: insurance; real property taxes; personal property taxes; income taxes for all Industrial Assessments; fees, licenses, or permits imposed for operation of the Airport; all current operational costs and reserve fund contributions for future repairs of the Airport and the Airport Facilities required of the Association as owner of the Airport pursuant to NRS Chapter 116; current or future asphalt repairs, maintenance and

replacement; painting or stripping of the runway and all taxiways; management fees; accounting and audit costs; costs of reserve studies; legal or other professional fees and services related to operation of the Airport or the Airport Facilities; windsock purchase and replacement and windsock pole repair and or replacements; snow removal from the runway and all taxiways; weed abatement and control over the Airport Property and all landing strips and taxiways; fees for general plan design and specifications for construction of improvements on the Airport Property, including fees to determine drainage requirements; assessments for reserves for future Costs of Airport Operations based upon the Association's operating Budget and Reserve Study, as the same is updated from time to time; special assessments for uninsured repairs due to accidents or natural disasters not covered by insurance; special assessments for reserves as may be imposed upon the members of the Association by the Board of Directors from time to time; special assessments approved by a majority of members of the Association for capital improvements to the Airport or the Airport Facilities, such as completion of full-length parallel taxiways, runway lighting, taxiway lighting, VASI lights, tetrahedron construction, safety devices, and other structures which may be installed to facilitate or promote safety in the use of the Airport for the taking off and landing of aircraft or for ingress and egress to and from such Airport Facilities and the lands adjoining the Airport; whether ordinary or extraordinary, capital or expense in nature, major or minor.

**7. Paragraph 2.18 is amended to read as follows:**

2.18. Dayton Valley Airpark Estates. Shall mean all that real property described on Exhibit "A" to this Declaration and all common areas and improvements located therein, including but not limited to the Airport Property and the Airport Facilities as long as the Airport Property and Airport Facilities are owned by the Association. Dayton Valley Airpark Estates shall also mean and refer to such additional lands as may be annexed to Dayton Valley Airpark Estates and made subject to this Declaration by the Association and the owner of the Additional Land described on Exhibit "D", pursuant to the provisions of Article IV.

**8. Paragraph 2.25 is amended to read as follows:**

2.25 Improvement. Any structure and all appurtenances thereto of every type and kind, including but not limited to building, outbuilding, patio, tennis court, pool, garage, Hangar, Hanger Pad, Tie Down, shed, doghouse, mailbox, aerial, antenna, road, driveway, parking area, walk, fence, screening wall, retaining wall, stair, deck, landscaping, court, gate, statue; marker, hedge, windbreak, planting, planted tree and shrub, pole, sign, exterior air conditioning, water softener fixture or equipment, pole, pump, well, ditch, tank, reservoir, pipe, line, meter, facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and all Necessary Improvements as defined in that certain Reciprocal Covenants and Agreement for Use of Airport and that certain Amended and Restated Industrial Airport Facility Use Agreement.

**9. Paragraph 2.34.1 is added to read as follows:**

2.34.1 Owner of Additional Property. Shall mean ATLAS DEVELOPMENT I, LLC, a Nevada limited liability company, and any successor in title to the Additional Property, who purchases all or a portion of Additional Property for development as a merchant builder.

**10. Paragraph 2.38.1 is added to read as follows:**

2.38.1 Reciprocal Covenants and Agreement for Use of Airport. Shall mean that certain Reciprocal Covenants and Agreement for Use of Airport dated December 28, 2012, entered into by the Association and Atlas Development I, LLC, a Nevada limited liability company, concerning the Airport Property, the Airport Facilities, and the conditions of possible future use rights of the Airport and Airport Facilities granted to the Owner of the Additional Property and the Industrial Property made subject to the Amended and Restated Industrial Airport Facility Use Agreement. “Memorandum of Agreement” shall mean and refer to that certain Memorandum of the foregoing Reciprocal Covenants and Agreement for Use of Airport recorded contemporaneously herewith in the Official Records of Lyon County, Nevada.

**11. Paragraph 2.48 is deleted in its entirety.**

**12. Paragraph 3.10.A is deleted in its entirety and the following paragraph is substituted in its place and stead:**

A. Rulemaking Power. The Board may, from time to time and subject to the provisions of this Declaration, propose and amend rules and regulations to be known as the “Dayton Valley Airpark Estates Rules” and/or “Airport Rules and Regulations” and/or “Rules and Regulations of the Airport.” Any rules which relate to the management, operation and control of the Association or the Common Area, common facilities or interests shall become effective and binding on all Owners only after adoption by the Board. Such rules may concern, but need not be limited to: matters pertaining to use of the Common Area and Recreation and Open Space; signs; collection and disposal of refuse; minimum standards of maintenance of property; parking and traffic restrictions; limitations on maintenance of landscaping or other Improvements on any property which obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic; the Airport; and any other subject or matter within the jurisdiction of the Association as provided in this Declaration. Said rules may restrict and govern the use of Common Area by any Members, by the family of such Member or by any invitee, licensee or lessee of such Member or restrict and govern the use of the Airport in any manner. The right of an Owner or the Board to enforce any rules and regulations is limited to



those Owners that are subject to the Declaration or any person subject to the Amended and Restated Industrial Airport Facility Use Agreement.

13. **ARTICLE IV, entitled “DEVELOPMENT OF DAYTON VALLEY AIRPARK ESTATES- ANNEXATION”, is deleted in its entirety and the following paragraphs are substituted in its place and stead:**

4.01 Subdivision and Development The Project shall be developed by the owner(s) of the lands which are made subject to this Declaration, from time to time. The owner of the additional lands described on Exhibit “D” to this Declaration (“Additional Property”) shall have, in its sole discretion, the right to annex to the Association and make subject to this Declaration and all amendments thereto, any or all of the Additional Property as part of a phased residential development, in accordance with the overall Master Plan, as it may from time to time be amended or modified, as a unified planned development district in which the development of, and restrictions upon, each portion thereof will benefit each other portion and the whole thereof. Upon the request of the owner of a residential phase of the Additional Property, as each area is developed or made subject to a subdivision map, the Association and the Owner of the Additional Property, may record one or more Notice(s) of Addition of Land and Declaration(s) of Annexation with respect thereto which will refer to the Declaration, and all amendments thereto. All lands, improvements and uses in each area to be developed shall be subject to this Declaration, as the same may be amended from time to time. At the option of the Owner of the Additional Property and with the consent of the Association, the Owner of the Additional Property may record one or more Supplemental Declarations with respect thereto which will refer to the Declaration and designate the use classification, and which may supplement the Declaration with such additional covenants, conditions and restrictions as the Association, through vote of its members, and the Owner of the Additional Property, may deem appropriate for the area. Such Supplemental Declaration may, but need not, provide for the establishment of the Sub-association to be comprised of Owners within the area subject thereto. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof, as for example, by a specified vote of only the Owners of some of the property within the area subject thereto. Nothing contained in this Article IV nor anything set forth in any Supplemental Declaration shall be construed as modifying, amending or deleting any of the conditions for use of the Airport and the Airport Facilities required of the Additional Property, as set forth in that certain Reciprocal Covenants and Agreement for Use of Airport evidenced by that certain Memorandum of Agreement dated December 28, 2012, and recorded concurrently with this First Amendment in the Official Records of the Lyon County, State of Nevada. All lands, Improvements and uses in each area to be developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

4.02 Annexation. Upon request of the Owner of a complete developmental phase created on any portion of the Additional Property by a parcel map or final subdivision map (a “developmental phase”,) the Association shall at any time and from time to

time annex into the Association, the entire developmental phase, consisting of any or all of the Additional Property, as a residential developmental phase in accordance with an approved parcel or subdivision map. Individual Lots within a developmental phase may not be annexed individually but must be annexed, if at all, as an entire developmental phase as shown upon and created by a parcel map or final subdivision map, with all lots within the developmental phase being made subject to this Declaration. Upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Section 4.02, the covenants, conditions and restrictions contained in this Declaration, and any amendments thereto, shall apply to the added land in the same manner as if it had been originally subject to this Declaration; the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. This Declaration cannot be amended in any manner which results in or imposes any assessments, charges, fees, terms or conditions on the Additional Property that may be annexed into the ASSOCIATION, which are not uniform and consistent with those imposed on all other members of the ASSOCIATION in accordance with Chapter 116 of the Nevada Revised Statutes; provided however, nothing contained herein shall be construed as preventing the levying of assessments solely upon an owner or group of owners within all or part of a developmental phase benefitted by limited common elements contained within that developmental phase, as provided by Chapter 116 of the Nevada Revised Statutes.

The Notice of Addition of Land referred to herein above shall contain the following provisions:

- A. A reference to this Declaration and any amendments thereto, which reference shall state the date of recordation hereof and the book page numbers wherein this Declaration and all amendments are recorded;
- B. A statement that the provisions of this Declaration, and all amendments, shall apply to the added land as set forth herein;
- C. An adequate legal description of the added land;
- D. The Notice of Addition of Land shall be signed by the Association and the owner of the added land.

4.03 Use of Airport and Airport Facilities. Upon the annexation of any Additional Property and the commencement of assessments against any individual residential lot within each residential phase, ingress, egress and use rights in and to the Airport and the Airport Facilities will vest and be subject to this Declaration. Unless and until the Owner of Additional Property adds any or all of the Additional Property as a residential developmental phase, the Owner of the Additional Property shall have no

obligation to pay assessments or other charges with respect to any portion of the Additional Property which has not been annexed. Annexation of the Additional Property shall be conditioned upon payment by the Owner(s) of the Additional Property, including individual residential lot owners if not constructed and paid for by the Owner of the Additional Property, of all costs, charges, fees, and other expenses of any kind or nature, including all permits and applications required by any governmental authorities, associated with constructing any and all parallel taxiways, ramps, exits, turnouts, run-up areas, and related improvements, deemed by the Association or the owner of the Airport as necessary to provide safe and sufficient ingress, egress, and access from the added property to either existing taxiways and or to the Airport runway ("Necessary Improvement"). The Association shall have control over and the right to approve all plans, specifications and construction of all taxiways, as well as any other Necessary Improvements to be constructed upon any portion of the Airport or other common areas of the Association, as provided in Articles VII and X of this Declaration, but no obligation to pay for the same. Once any new taxiway or other Necessary Improvement is constructed and paid for by the Owner(s) of the Additional Property made subject to this Declaration, as long as the Association owns the Airport, the costs of maintenance and repair of the Necessary Improvements shall be borne by the members of the Association and the owners of Parcels made subject to the Amended and Restated Industrial Airport Facility Use Agreement, in accordance with the provisions of that Agreement and this Declaration as Costs of Airport Operations. All Necessary Improvements shall be constructed and completed prior to annexation of a developmental phase. Upon construction of any Necessary Improvements, and prior to annexation of the developmental phase, the owner of the Additional Property being annexed as a developmental phase shall pay for all costs to bring the Necessary Improvements into a condition of good repair and maintenance. Regular and special assessments for all lots within a developmental phase shall commence on the first day of the month following annexation. The Association shall have no obligation to accept any common areas within a developmental phase unless such are in good repair and condition at the time offered for dedication.

4.04 Prohibition Against any Amendment Creating a Different Class of Members. No amendment to this Declaration may be made that creates any different class of membership for the owners of any of the Additional Property. There shall be one class of membership for all members of the Association and equal voting, allocation of interests and assessments.

4.05 Amendment. No amendment of this Article IV shall be effective unless at least fifty-one percent (51%) of the merchant builders who are the Owners of the Additional Property agree by unanimous affirmative vote **and** such amendment is approved by at least fifty-one percent of the Members of the Association entitled to cast votes pursuant to Section 3.03A(1). All other amendments made to this Declaration shall be in force and effect as to any Additional Property when and if the same is made subject to this Declaration.

14. **Paragraph 5.08.1 is added to read as follows:**

**5.08.1 Violation of Airport Rules and Regulations:** There shall be no violation of the Airport Rules and Regulations once adopted by the Board and made available to the Persons affected thereby. If there is a violation of any of the Airport Rules and Regulations, the Board may determine the appropriate sanction or remedy as allowed by applicable law including, but not limited to, all remedies identified in Section 5.08 above. Fines may be assessed commensurate with the severity of the violation.

15. **Paragraphs 5.15 and 5.16 are deleted in their entirety and made of no further force or effect.**

16. **Paragraph 7.01 is amended to read as follows:**

7.01 Taxiways and Runways. The Owners' use of the Airport taxiways, runways and all other Airport Facilities, will be strictly governed by the Board, the applicable federal regulations governing air traffic, this Declaration, the Dayton Valley Airpark Estates Rules and Regulations, the Rules and Regulations of the Airport, the terms and conditions of that certain Amended and Restated Industrial Airport Facility Use Agreement, and the terms and conditions of that certain Reciprocal Covenants and Agreement for Use of Airport evidenced by that certain Memorandum of Agreement. All Airpark taxiways, exits, ramps, and turnouts, as well as the Airport Property and the Airport Facilities, must be kept clear of obstructions. Unauthorized obstructions of the Airport, the Airport Facilities, or any portion of the Airpark for any reason, including by unattended aircraft, vehicles, animals and children, shall not be permitted. Neither the Airport, nor the Airport Facilities, nor any portion of the Airpark, including but not limited to taxiways located upon the property owned by the Airpark, nor any taxiways located upon the property of residential lot owners, may be used for parking or maintenance of aircraft or other vehicles, including washing or fueling operations, except as may be allowed by the Board in its sole discretion; however, fueling operations are permissible within the Airpark, Airport and Airport Facilities as provided in the Amended and Restated Industrial Airport Facility Use Agreement and by separate fuel concession agreement(s).

17. **Paragraph 7.05 is amended to read as follows:**

7.05 Traffic Control, Access to Airport. Traffic control and access to the Airport shall be governed by the *Board*, the owner of the Airport, the applicable federal regulations governing air traffic, this Declaration, the Dayton Valley Airpark Estates Rules and Regulations, the Rules and Regulations of the Airport, the terms and conditions of that certain Amended and Restated Industrial Airport Facility Use Agreement, and the terms and conditions of that certain Reciprocal Covenants and Agreement for Use of

Airport evidenced by that certain Memorandum of Agreement, as the same may be amended from time to time.

**18. Paragraph 7.08.A is amended to read as follows:**

7.08.A. Subject to the provisions of this section 7.08, (i) all owners of Airpark Lots shall construct a Hangar contemporaneously with the construction of the dwelling on such Airpark Lot, and which shall conform to the architecture of the single family dwelling on such Airpark Lot and be an integral part and portion thereof, and (ii) an aircraft shall not be parked or tied down on an Airpark Lot except within the confines of an approved Hangar.

**19. Paragraphs 7.08 (C), 7.08 (D), 7.08 (E), and 7.08 (F) are hereby deleted and made of no further force or effect.**

**20. Paragraph 8.01 is amended to read as follows:**

8.01 Common Areas and Open Space Areas. Any other provision of this Declaration to the contrary notwithstanding, no land within any Common Area and Open Space area may be improved by any Improvement, used or occupied except in such manner as shall have been approved by the Board in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement, and may be given by recorded Supplemental Declaration. No approval shall be granted which would be in contravention of the zoning then in effect for the area in question.

**21. Paragraph 9.02 is amended to read as follows:**

9.02 Easement of Enjoyment. Every Member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Common Area, subject to this Declaration, all Rules and Regulations as the same may be amended from time to time, and to any restrictions or limitations contained in any deed or documents affecting title to the Airport Property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, members, guests, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. Access to the Airport and Airport Facilities is strictly subject to the rules and procedures established by the Board and the owner of the Airport, whether or not the Association, together with all recorded documents.

**22. Paragraph 11.02 is amended to read as follows:**

11.02 Dayton Valley Airpark Estates Maintenance Fund. The Board shall establish a fund (the "Dayton Valley Airpark Estates Maintenance Fund") into which shall be

deposited all moneys paid to the Association and from which disbursements shall be made in performing the functions of the Association under the Dayton Valley Airpark Estates Restrictions. The funds of the Association must be used solely for purposes related to the areas and Improvements owned by or leased to the Association, or subject by the Dayton Valley Airpark Estates Restrictions to maintenance or operation by the Association, including maintenance and repair of the Airport and the Airport Facilities, all private roads and taxiways within the Project, or otherwise for purposes authorized by the Dayton Valley Airpark Estates Restrictions as they may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by any Subassociation pursuant to any Supplemental Declaration.

**23. Paragraph 11.03 is amended to read as follows:**

11.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Dayton Valley Airpark Estates Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Uniform and equal Assessments sufficient to pay such estimated net charges shall then be levied and collected as provided in this Article XI. A portion of the annual assessment shall relate to charges for the Costs of Airport Operations. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**24. Paragraph 12.02 is amended to read as follows:**

A. Special Provisions. No amendment of this Section 12.02 shall be effective unless adopted by a majority of the total number of votes entitled to be cast pursuant to Section 3.03A above at the time of the proposed amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Lyon County, Nevada, in the manner hereinafter provided.

B. [Intentionally Omitted.]

C. By Owners. Except as provided in Sections 12.02A and 12.02B, this Declaration may be amended by the recording in the county real [intentional spacing]



property records of an instrument executed and acknowledged by the president and secretary of the Board, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least 51% of the number of votes entitled to be cast pursuant to Section 3.03A. Any Owner may indicate his approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened regular or special meeting of the Association.

**25. Exhibit D is amended to include an additional Parcel B.**

Parcel B more particularly described below is added to Exhibit D and the amended Exhibit D is attached hereto. Parcel B is hereby described as:

Parcel B as shown on the Map of Airpark Estates Unit 4A, recorded as Document No. 32693, in the Office of the Lyon County Recorder on July 28, 2004, Official Records. (APN 029-221-13).

EXCEPT AS PROVIDED BY THIS AMENDMENT, the terms and conditions of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DAYTON VALLEY AIRPARK ESTATES, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, President and Secretary of the Board of Directors of the Airpark Estates Homeowners Association, a Nevada nonprofit corporation, have executed this Certification of Amendment as of the date first set forth above.

BOARD OF DIRECTORS OF AIRPARK  
ESTATES HOMEOWNERS  
ASSOCIATION, a Nevada non-profit  
corporation

By:   
SANDRA DUNCAN  
Its: President

By:   
CAROL FISHER  
Its: Secretary

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On this 18<sup>th</sup> day of December, 2012, personally appeared before me, a notary public, SANDRA DUNCAN, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that She is the President of the Board of Directors of AIRPARK ESTATES HOMEOWNERS ASSOCIATION, and who further acknowledged to me that she executed the foregoing instrument on behalf of said association for the uses and purposes therein stated.

*Teresa A. Gearhart*  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )



On this 18<sup>th</sup> day of December, 2012, personally appeared before me, a notary public, CAROL FISHER, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that she is the Secretary of the Board of Directors of AIRPARK ESTATES HOMEOWNERS ASSOCIATION, and who further acknowledged to me that she executed the foregoing instrument on behalf of said association for the uses and purposes therein stated.

*Teresa A. Gearhart*  
NOTARY PUBLIC



CERTIFICATE OF SECRETARY

I, CAROL FISHER, being duly elected and acting as Secretary of AIRPARK ESTATES HOMEOWNERS ASSOCIATION, hereby certify as follows:

1. That not less than fifty-one percent (51%) of the Owners of AIRPARK ESTATES HOMEOWNERS ASSOCIATION, approved the FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DAYTON VALLEY AIRPARK ESTATES; and

2. The affirmative action was taken by those members whose votes are recorded in the official records of the Association; and

3. The total number of units in the Association is 40 and the number of Owners indicating their approval of this Amendment is 25.

DATED this 27<sup>th</sup> day of December, 2012

BY: [Signature]  
Its: Secretary CAROL FISHER

STATE OF NEVADA     )  
  ) ss:  
COUNTY OF WASHOE    )

On this 27<sup>th</sup> day of December, 2012, personally appeared before me, a notary public, Carol Fisher, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that (s)he is the Secretary of the Board of Directors of AIRPARK ESTATES HOMEOWNERS ASSOCIATION, and who further acknowledged to me that she executed the foregoing instrument on behalf of said association for the uses and purposes therein stated.

[Signature]  
NOTARY PUBLIC



**AMENDED EXHIBIT "D"**  
**TO**  
**AMENDED AND RESTATED DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**DAYTON VALLEY AIRPARK ESTATES**

**DESCRIPTION OF ADDITIONAL AIRPARK PROPERTY**

**APN 016-363-25:**

Parcel 3A, as shown on the Boundary Line Adjustment Map, filed in the Office of the Lyon County Recorder, on May 24, 1989, File No. 124613. EXCEPTING THEREFROM, all that portion lying within the bounds of Eldorado Airpark Estates, Unit 1, recorded as Document No. 129581 in the office of the Lyon County Recorder, on December 7, 1989, Official Records.

ALSO EXCEPTING THEREFROM, all that portion lying within the bounds of Dayton Valley Airpark Estates, Unit 2, recorded as Document No. 134315 in the Office of the Lyon County Recorder, on July 5, 1990, Official Records.

ALSO EXCEPTING THEREFROM, all that portion lying within the Airpark Estates, Unit 3A, recorded as Document No. 326922 in the Office of the Lyon County Recorder, on July 28, 2004, Official Records.

ALSO EXCEPTING THEREFROM, all that portion lying within the Airpark Estates, Unit 4A, recorded as Document No. 326923 in the Office of the Lyon County Recorder, on July 28, 2004, Official Records.

**APN 029-221-13:**

Parcels B as shown on the map of Airpark Estates Unit 4A, recorded as Document No. 326923, in the Office of the Lyon County Recorder, on July 28, 2004, Official Records.