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When Recorded, Mail To:

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FIRST AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS & RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR STARFIRE ESTATES III TOWNHOMES

This First Amendment to the Declaration of Covenants, Conditions & Restrictions and Reservation of Easements for Starfire Estates III Townhomes (the "First Amendment") is executed by Starfire Estates III Townhomes Association, a Nevada non-profit corporation (the "Association").

PREAMBLE

A. On August 2, 1995, a Declaration of Covenants, Conditions & Restrictions and Reservation of Easements for Starfire Estates III Townhomes (the "Declaration") was recorded in the Clark County Recorder's Office in Book No. 950802, as Document No. 01304 of the Official Records of Clark County, Nevada.

B. The Declaration covers all the real property in the City of Las Vegas, County of Clark, State of Nevada, which is generally known as the Starfire Estates III Townhomes, and consists of the Property, as defined and described in the Declaration, and all the real property which has been annexed to the Association in accordance with Article XI of the Declaration.

C. The Association consists of Owners of Lots within the Association.

D. The Association desires to amend the Declaration to transfer the responsibility and obligation for repainting the exterior of the buildings, repairing or replacing the roofs, and replacing any burned-out light bulbs or broken fixtures in the entry to the Units from the individual Owners to the Association.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article III, Section 3.01 of the Declaration is hereby revised by adding the following sentence at the end of this provision:

In addition to the foregoing, the Association has the maintenance and repair responsibilities set forth in Article VI, Section 6.01 of this Declaration, as may be amended from time to time.

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WITHOUT LIABILITY

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2. Article VI, Section 6.0) of the Declaration is hereby revised to read as follows:

Owner's Obligations to Maintain and Repair

Each Owner shall be obligated, at such Owner's sole expense, to maintain his or her Lot and that portion of any Building which is located on his or her Lot, in a clean, safe and attractive condition, substantially as originally installed (reasonable wear and tear excepted). Such maintenance obligations shall include maintaining in an attractive condition all landscaping, sidewalks, walls and other improvements located on each such Owner's Lot. Each Owner shall also be responsible at such Owner's expense for maintenance, repair and replacement of the interior of his Unit, including (without limitation) all interior surfaces and all windows and doors enclosing his Unit. Each Owner shall also be responsible at such Owner's expense for maintenance, repair and replacement of the plumbing, electrical, heating and air conditioning equipment and facilities servicing his Unit. Notwithstanding the foregoing, or any other provision in this Declaration to the contrary, the Association shall have the maintenance obligation for: (a) repainting the exterior of the Buildings at least every (5) years or more frequently as necessary in the reasonable judgment of the Board; (b) repairing or replacing the roofs as needed to withstand the elements and maintain the attractive condition of the roofs; and (c) promptly replacing any burned-out light bulbs or broken fixtures in the entry to the Unit.

This First Amendment has been executed by the Association as of the \_\_\_\_ day of September, 1999.

The undersigned Officers of the Association hereby certify that (i) in accordance with Article VII, Section 7.02 of the Declaration, this First Amendment has been approved by Association Members representing at least sixty-seven percent (67%) of the voting power of the Association; and (ii) in accordance with Article VII, Section 7.03 of the Declaration, this First Amendment has been approved or deemed approved by Eligible Mortgage Holders of at least fifty-one percent (51%) of the first mortgages encumbering the Lots within the Association.

STARFIRE ESTATES III  
TOWNHOMES ASSOCIATION, a Nevada  
non-profit corporation

By: Rose Broderick  
Rose Broderick  
Its: President

By: Mary Lou Olandi  
Mary Lou Olandi  
Its: Secretary

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STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

On this 30<sup>th</sup> day of September, 1999, before me the undersigned Notary Public in and for said County and State, personally appeared Rose Broderick, President of Starfire Estates III Townhomes Association, known to me to be the person described in and who executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

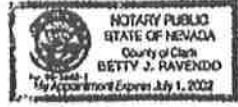
*Betty J. Ravendo*  
Notary Public in and for said  
County and State



STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

On this 30<sup>th</sup> day of September, 1999, before me the undersigned Notary Public in and for said County and State, personally appeared Mary Lou Olandi, Secretary of Starfire Estates III Townhomes Association, known to me to be the person described in and who executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

*Betty J. Ravendo*  
Notary Public in and for said  
County and State



CLARK COUNTY, NEVADA  
JUDITH A. VANDEVER, RECORDER  
RECORDED AT REQUEST OF:  
FIRST AMERICAN TITLE COMPANY OF  
SEP 30 1999 15 25 199 3  
BOOK: 991008 PAGE: 01557  
FEE: 9.00 RPT: .00