

OFFICIAL RECORD

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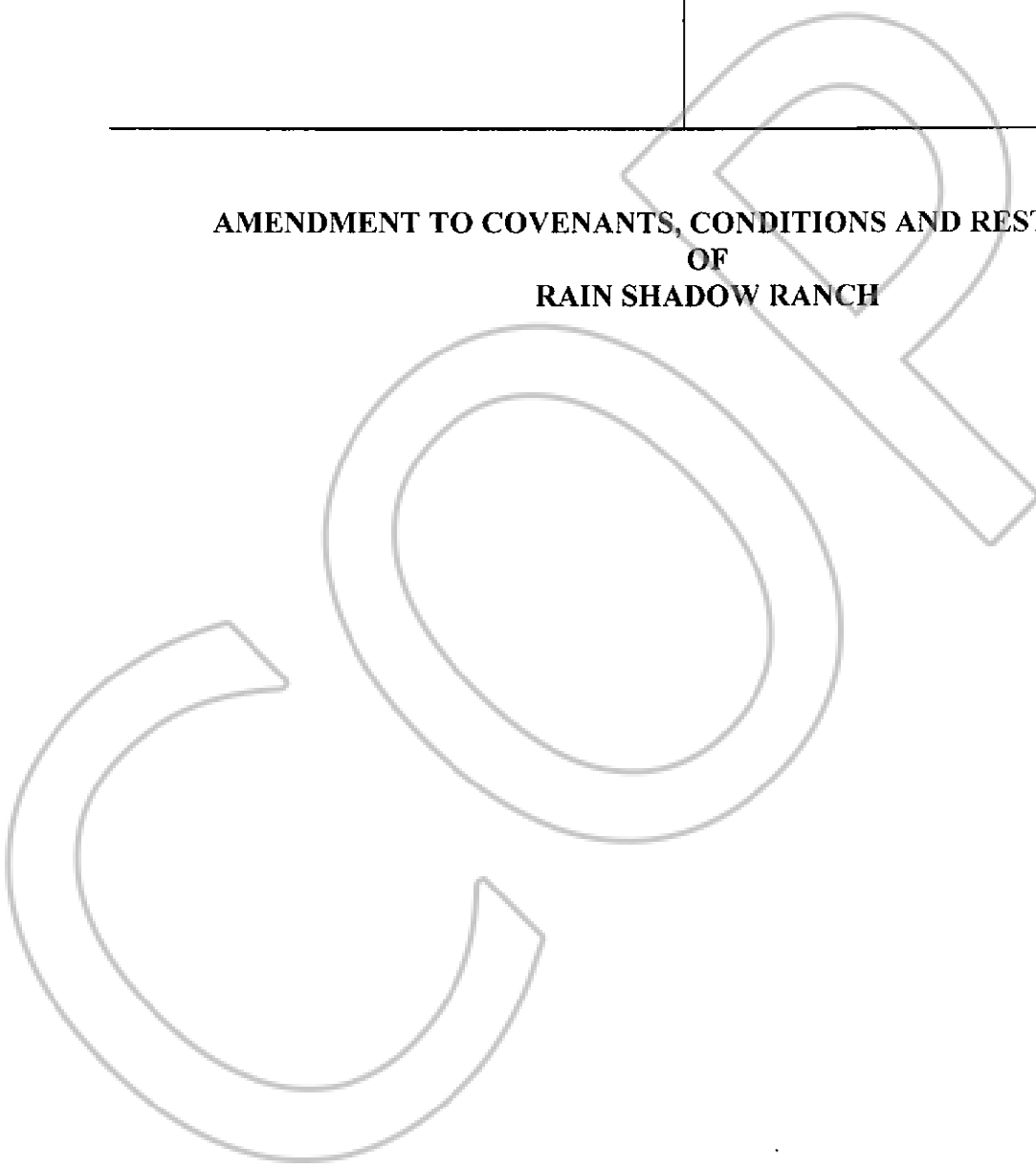
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**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RAIN SHADOW RANCH**



**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RAIN SHADOW RANCH**

THIS AMENDMENT is entered into this 6th day of April, 2010, by GREGORY C. LYNN and SUZANNE TOWSE, Trustees of the 1995 Gregory C. Lynn and Suzanne Towse Trust Agreement, dated 16 May 1995 (herein collectively referred to as "Declarant").

A. Declarant created and imposed upon certain real property in Douglas County, Nevada, a set of covenants, conditions and restrictions for Rain Shadow Ranch, dated 3 January 2007 and recorded in the office of the Douglas County Recorder on June 28, 2007 at Book 0607, Page 9315, as Document No. 0704032.

B. In that Declaration, commencing at Article 10, Section 10.1 entitled "Amendment and Duration", Declarant reserved the right to amend the Declaration "until such time that Declarant owns fewer than 10 lots." At the time of making this amendment, Declarant owns more than ten lots.

C. Declarant desires to alter, amend and ratify the Declaration as set forth herein.

NOW, THEREFORE, by the right vested in the Declaration, Declarant does hereby amend the Declaration and from this date forth all of the property described in Exhibit "A", and annexed thereafter subject to the limitations of such annexation, attached hereto and incorporated herein by reference, shall enjoy the benefits and be subject to the burdens of such Declaration as amended.

1. Article 6 shall be stricken and deleted. In its place shall be the following:

"Article 6
Design Review

6.1 Design Review Committee: The Design Review Committee shall be composed of no less than three (3) and no more than five (5) persons. The following persons have been appointed by the Declarant to serve as the Design Review Committee: GREGORY C. LYNN, SUZANNE TOWSE, and PATRICIA J. MCVICKER. These persons, or their successors, shall continue to serve on the Design Review Committee until the successful construction of the final house within the Project, and the approved landscaping thereof. If a member of the Design Review Committee cannot serve on the Design Review Committee for any reason, the majority of the remaining members of the Design Review Committee shall accept applications and select a new member to serve on the Committee.

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6.2 Meetings: The Design Review committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of its members shall constitute an act by the Design Review Committee. The Design Review Committee may charge a filing fee to be used to pay an architect who may or may not be a Committee member to review any submitted plans and specifications. The Design Review Committee may reimburse members for reasonable expenses incurred by them in the performance of any Design Review Committee function.

6.3 General Provisions: The Design Review Committee may assess a fee not to exceed \$100.00 per submission of plans in connection with review of plans and specifications including, without limitation, the number of sets of plans to be submitted; however, the Design Review Committee may delegate its plan review responsibilities to one or more members of such Design Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such person(s) shall be equivalent to approval or disapproval by the Design Review Committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

All plans must be approved by the Design Review Committee prior to any construction, installation or other improvements. The Design Review Committee is committed to maintaining the architectural and aesthetic integrity of Rain Shadow Ranch, the surrounding area, and the neighboring improvements.

The design review process insistence herein for architectural approval shall not be construed as changing any rights or restrictions upon the owners to maintain, repair, alter, modify or otherwise have control over the lots as it may otherwise be specified in this Declaration.

In the event the Design Review Committee fails to approve or disapprove such plans and specifications within 30 days after the same have been duly submitted in accordance with any rules regarding such submission, such plans and specifications will be deemed approved.

6.4 Non-Liability for Approval of Plans: Plans and specifications are not approved for engineering design, and by approval of such plans and specifications the Design Review Committee assumes no liability or responsibility therefore, or for any defect in any structure

construed from such plans and specifications, or for the failure of a set of plans to conform to and with applicable county codes.

6.5 Reconstruction After Destruction: The reconstruction after destruction by casualty or otherwise of any improvements shall be accomplished in compliance with the provisions of this Article.

6.6 Design Criteria: Each and every improvement shall complement all other improvements within the Development, and all improvements must conform to the following design criteria:

A. Highly reflective materials shall not allowed for any surface, such as white vinyl or certain metals.

B. Exterior building walls shall be wood, engineered wood products, shingles, natural stone, brick, fibercement products, stucco, or a combination thereof. Plywood panels and/or engineered wood panels, typically 4 ft. wide by 8 ft. or longer in length, shall not be allowed as exterior wall finish unless used as the base component of board and batt style siding.

C. Window and door openings shall be finished to reflect the style of the house.

D. Fascia boards shall be a minimum of 7 inches wide.

E. Gutters and down spouts shall be a color consistent with the color scheme of the house and shall not have a reflective finish.

F. Roofs shall be comprised of metal, concrete, slate, or composition material. Metal roofs shall not have a reflective finish.

G. Roof vents shall be colored to match the color of the dominant roofing material and shall not have a reflective finish.

H. All exposed sheet metal will be a color consistent with the color scheme of the house and shall not have a reflective finish.

I. Chimneys that are visible from any street within the Project shall be enclosed in a non-reflective chase consistent with the color scheme of the house.

J. Trash containers shall be screened from streets and adjacent properties.

K. Surface drainage shall be in accordance with the concept and designs on the subdivision grading and improvement plans. With the exception of drainage from the primary driveway and primary sidewalk from the street to the residence, any and all surface drainage, including storm water, irrigation water, and any other surface water from any source shall:

i. Be contained to and by the generating lot by infiltration trenches or other suitable containment methods;

ii. Not enter onto or cross the sidewalk located in the Public Utility Easement and Access Easement over which the street or sidewalk is constructed; and

iii. Not enter onto or into any other lot.

6.7 Subterranean Improvements: No improvement which will extend beneath the surface of the ground for a distance of more than 18 inches shall be commenced unless plans and specifications therefor have been approved by the Design Review Committee. Without limiting the generality of the foregoing, the Design Review Committee shall not approve plans or specifications for any such subterranean improvement which interferes with drainage unless adequate provision has been made to relocate the drainage flow to the satisfaction of the Design Review Committee. The procedures used by the Design Review Committee shall be provided to the lot owners at the time of purchase and shall contain information for submitting such plans and specifications, time limitations for completion of improvements in compliance with approved plans and specifications,

and determining when such plans and specifications shall be deemed approved.

6.8 Yard Landscaping: Each lot owner shall be responsible for landscaping and maintaining their own individual lot. Landscaping must comply with the following guidelines:

A. Any landscaping or fencing that is visible from the street or from the neighbor's lot is subject to the prior review and approval of the Design Review Committee.

B. Any fencing the owner desires to place on the property in an area that is visible from the street or from a neighbor's lot is subject to the prior review and approval of the Design Review Committee, subject to the following guidelines:

i. Any white vinyl fencing existing as of the date of this Amendment is acceptable and may be repaired and or replaced with similar material.

ii. Solid fences, of any type, may not be installed in the set back areas, with the exception of the rear boundary lines of lots south of Acorn Way, where such fences may be installed on the property boundary line that is adjacent to the Drayton Blvd. right-of-way.

iii. Fencing over 3 feet in height shall not be installed in setback areas, with the exception that fencing installed on any property line may be a maximum of 5 feet in height. Fencing installed on any property line shall conform to the requirements of the Covenants, Codes, and Restrictions and this Amendment in all respects. Any fencing installed as

of the date of this Amendment may be repaired and/or replaced with similar materials of similar size even if not in conformity with this requirement.

iv. All fence design and placement is subject to review and approval by the Design Review Committee. Under no circumstances will chain link, dog eared wood boards, or white vinyl fencing of any kind be permitted as perimeter fencing.

C. Owner is responsible for landscaping in all setback areas adjacent to the property. This landscaping is also subject to review and approval of the Design Review Committee. Under no circumstances shall any tree, shrub, bush, plant or other foliage that is not fully deciduous and more than 18 feet in height be located within the project. The Design Review Committee, as well as any Lot Owner within the project, shall have the right to demand that any other lot owner remove trim, top or prune any non-deciduous tree, shrub, bush, plant or other foliage exceeding 18 feet in height. Any lot owner with a rear yard south of Acorn Way and adjacent to Drayton Blvd. shall be exempted from this requirement so long as the non-deciduous tree, shrub, bush, plant or other foliage is actually located between the lot owners home and Drayton Blvd.

D. Within the first 18 months after escrow closes for each respective owner on their own individual property, that owner is responsible for landscaping their respective yard and/or establishing perennial drought tolerant grasses in any areas visible from the street or neighboring property, in such a manner that has been approved by the Design Review Committee. Each lot owner shall place a \$2,000.00 deposit with Design Review Committee such sum to be security against the lot owner's compliance with the requirements herein. Said \$2,000.00 deposit shall be due and owing at the close of escrow, and shall be

paid to a party or institution of the Design Review Committee's choosing.

E. No exterior lighting shall be directed towards the sky, neighboring parcels, streets, roadways or other areas not directly in the lot owner's front, side or rear yard areas. No exterior blinking, strobe or colored lighting of a permanent nature shall be allowed. All exterior lighting shall be of the minimum intensity necessary to fulfill the purpose of that light. Any lighting attached to a motion sensor or photocell must have an override switch so that it may be deactivated when not in use.

All exterior lighting must be approved by the Design Review Committee.

Holiday lighting and decorations are exempt from this provision, but still require Design Review Committee approval as to type, size, location, and duration of installation.

F. Any fencing or landscaping already in existence at the time of these Conditions, Covenants and Restrictions, as amended, is exempt from compliance with this Section.

6.9 Applicability to Declarant: The provisions of this Article shall apply equally to property owned by Declarant or its successor."

2. Article 7 shall be stricken and deleted. In its place shall be the following.

"7.1 Annexation: Declarant or its successor may at any time from time to time add to the property which is covered by this Declaration, so long as that property is part of PD04-002, and so long as the total number of lots does not exceed 43. Upon the recording of a Declaration of Annexation affecting the property to be added, the provisions of this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration, as amended, and originally part of the project.

7.2 Contents of Declaration of Annexation: Any Declaration of annexation referred to in Section 7.1 shall contain an exact

description of the added land and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the added land to the original land covered by this Declaration and extending the jurisdiction of these restrictive covenants to cover the added land.

7.3 Deannexation: Once a lot is annexed into the project, there shall be no deannexation of that lot.”


3. Article 10, Section 10.1 “Amendment and Duration” shall be stricken and deleted. In its place shall be the following:

“10.1 Amendment and Duration:

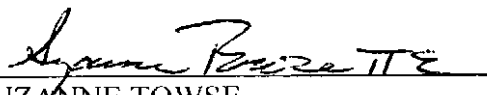
A. Amendment: The provisions hereof may be amended by instrument signed and acknowledged by not less than a 75% vote of the owners of all developed lots, which amendment shall be effective upon recordation in the office of the Recorder of Douglas County, Nevada. For purposes of Section 10.1(A) and (B), a developed lot shall include a lot that appears on a final subdivision map within the Project as recorded in the office of the Recorder of Douglas County, Nevada.

B. Duration: The provisions of this Declaration, including the Covenants, Conditions and Restrictions contained herein, shall continue and be effective for a period of 50 years from the date of recordation shall be automatically extended for successive periods of 10 years until a 75% vote of the owners of all developed lots within the project shall determine these provisions shall terminate and notice thereof is recorded in the office of the Recorder of Douglas County, Nevada.”

IN WITNESS HEREOF, the undersigned, being Declarant herein, has hereunto set its hand and seal this 6th day of April, 2010.



GREGORY C. LYNN
Co-Trustee of the
The 1995 Gregory C. Lynn and Suzanne Towse
Trust Agreement dated 16 May 1995



SUZANNE TOWSE
Co-Trustee of the
The 1995 Gregory C. Lynn and Suzanne Towse
Trust Agreement dated 16 May 1995

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared GREGORY C. LYNN and SUZANNE TOWSE personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that, by their signature on the instrument, the persons executed the instrument.

SUBSCRIBED AND SWORN TO
before me this 10th day of April, 2010.

Gayle Sarratea
NOTARY PUBLIC

