

**RECORDING REQUESTED BY:**

James R. Hales, Esq.  
Rowe Hales Yturbide, LLP  
P.O. Box 2080  
Minden, NV 89423



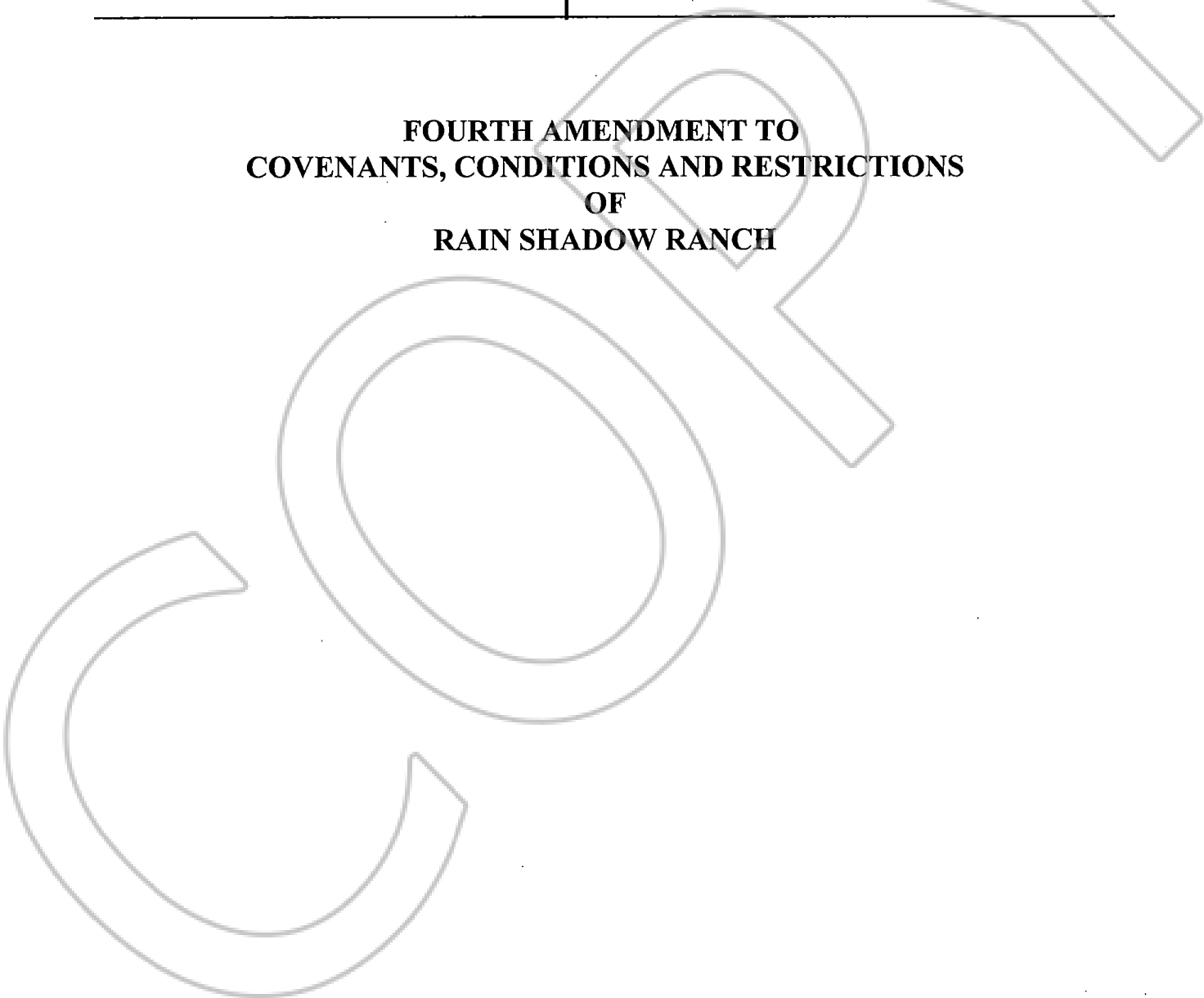
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KAREN ELLISON, RECORDER

**AND WHEN RECORDED MAIL TO:**

James R. Hales, Esq.  
Rowe Hales Yturbide, LLP  
P.O. Box 2080  
Minden, NV 89423

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



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

This FOURTH AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RAIN SHADOW RANCH is entered into on this 28th day of October, 2015, by CARSON VALLEY HOMESITES, LLC, a Nevada limited liability company ("CVH"), Charles I. and Patricia J. McVicker, Robert L. Muller, Joseph P. and Victoria J. Mathieu, Patrick D. and Traci L. Kieva, John Wahl, The Jonathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2011, The Jansee Subdivision (Dirk E. Jansee), and Ray Bennett Construction, Inc.

WHEREAS, CVH's predecessor in interest, Gregory C. Lynn and Suzanne Towse, Trustees of the 1995 Gregory C. Lynn and Suzanne Towse Trust Agreement dated 16 May 1995 ("Trust"), recorded certain Declarations of Covenants, Conditions and Restrictions for Rain Shadow Ranch, which were recorded as Document No. 0704032, in Book 0607, at Page 9315, in the Douglas County Recorder's Office ("CC&R's"); and

WHEREAS, on April 7, 2010, Gregory C. Lynn and Suzanne Towse, Trustees of the Trust, recorded an Amendment to the Declaration of Covenants, Conditions and Restrictions of Rain Shadow Ranch, in Book 0410, at Page 1499, in the Douglas County Recorder's Office ("Amended CC&R's"); and

WHEREAS, on March 1, 2011, Greg C. Lynn and Suzanne Towse, as Trustees of the Trust, re-recorded a Grant, Bargain and Sale Deed adjusting the boundary line for lot thirty-three, the deeds conveying the land for the boundary line adjustment having been recorded as Document No. 0779257 in Book No. 0311, at Page No. 0129; and

WHEREAS, on March 1, 2011, Gregory C. Lynn and Suzanne Towse transferred their ownership interest and more than 75% of the Rain Shadow Ranch lots to CVH by Deed recorded as Documents No. 0779280 through 0779292, in Book 0311, at Pages 0186 through 0210 and Document No. 0779259 at Book 311, Page 143; and

WHEREAS, on April 10, 2012, CVH annexed all of Lot 33 into Rain Shadow Ranch in that certain Declaration of Annexation recorded in Book 0412 at page 2862; and

WHEREAS on April 10, 2012, CVH amended the CC&R's by recording the Second Amendment to the Covenants, Conditions and Restrictions of Rain Shadow Ranch, which amendment was recorded as Document No. 0800585, at Book 312 at Page 2866; and

WHEREAS on May 16, 2012, CVH amended the CC&R's by recording the Third Amendment to the Covenants, Conditions and Restrictions of Rain Shadow Ranch, which Third Amendment voided the Second Amendment to the Covenants, Conditions and Restrictions, and was recorded as Document No. 0802443 in Book 0512 at Page 3464; and

WHEREAS, pursuant to paragraph 10.1(a) of the Amended CC&R's, the CC&R's may be amended by an instrument signed and acknowledged by not less than 75% of the owners of all developed lots; and

WHEREAS, the undersigned together constitute more than 75% of the owners of all developed lots in Rain Shadow Ranch; and

WHEREAS, the undersigned desire to adopt this Fourth Amendment to the Covenants Conditions and Restrictions of Rain Shadow Ranch;

NOW THEREFORE, the undersigned amend the previously amended Covenants, Conditions and Restrictions of Rain Shadow Ranch as follows:

1. Paragraph 6.8 entitled "Yard Landscaping" is replaced in its entirety with the following text:

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. All fence design and placement that is visible from the street or a neighbor's lot is subject to review and approval by the Design Review Committee prior to construction. The review shall include design, placement, materials and any other matter that impacts the appearance of the Rain Shadow Ranch Project. The review is subject to the following guidelines:

I. Except for any white vinyl fencing that existed as of April 7, 2010, under no circumstances will chain link, dog eared wood boards, or white vinyl fencing of any kind be permitted as perimeter fencing. White vinyl fencing that existed as of April 7, 2010 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 following exceptions:

a. Solid fences constructed of approved material may be placed on the rear boundary lines of any lot that abuts Rubio Way or Drayton Blvd.

b. Solid fences may be constructed on the boundary lines between 1126 Kingston Lane (APN 1220-17-615-004) & 1130 Kingston Lane (APN 1220-17-615-003); 1130 Kingston Lane (APN 1220-17-615-003) & 1136 Kingston Lane (APN 1220-17-615-002); and 1136 Kingston Lane (APN 1220-17-615-002) & 1140 Kingston Lane (APN 1220-17-615-001). No section of the boundary line fence shall extend closer to the street than the front wall of the home that is closest to the boundary fence.

c. On the lots set forth in subparagraph b immediately above, solid fences may be

constructed from the fence on the boundary line and returning back to the home, but no portion of the fence between the boundary line fence and the home shall extend closer to the street than the front wall of the home that is closest to the boundary fence.

d. Exhibit "A" demonstrates the appropriate location of a solid fence allowed under this Sub-Section C of Section 6.8 as to all lots that are currently bound by these CC&R's. Where allowed, solid fences shall not exceed 6 feet in height.

iii. Fencing over 3 feet in height shall not be installed in front setback areas. Fencing over 5 feet in height shall not be installed on property lines or in side and rear setback areas. Fencing installed on any property line shall conform to the requirements of the Covenants, Codes, and Restrictions and this Amendment in all respects and with the current Douglas County Code. 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.

B. Within the first 18 months after a Certificate of Occupancy is issued by Douglas County for any home built on a lot in Rain Shadow Ranch, an owner is responsible for landscaping his or her 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.

C. 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.

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

ii. 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.


D. 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 Owner's home and Drayton Blvd.

E. 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.

2. Except as amended herein, the CC&R's, as previously amended as referenced above, remain in full force and effect.

**IN WITNESS HEREOF**, the undersigned, have hereunto signed this document.

CARSON VALLEY HOMESITES, LLC,  
OWNER OF LOTS 7, 8, 28:

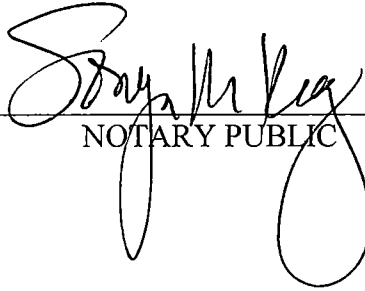
  
By: Gregory C. Lynn  
Its: Managing Member

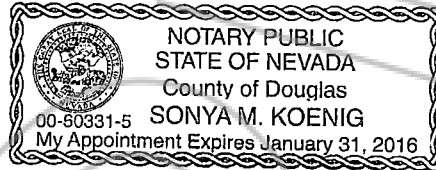
10.28.15  
Date

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STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 28 day of Oct, 2015, by Gregory C. Lynn as Managing Member of Carson Valley Home Sites, LLC.

  
\_\_\_\_\_  
NOTARY PUBLIC

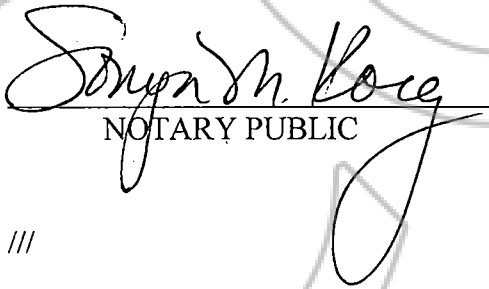


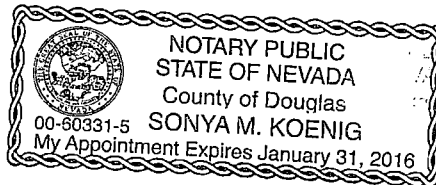
CARSON VALLEY HOMESITES, LLC,  
OWNER OF LOTS 7, 8, 28:

 10-28-15  
By: Suzanne Towse Date  
Its: Managing Member

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 28 day of Oct, 2015, by Suzanne Towse, as Managing Member of Carson Valley Home Sites, LLC.

  
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NOTARY PUBLIC



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OWNERS OF LOT 1 And Lot 23

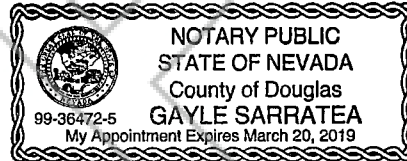
Joseph P. Mathieu 8/27/2015  
Joseph P. Mathieu Date

Victoria J. Mathieu 8/27/2015  
Victoria J. Mathieu Date

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 27<sup>th</sup> day of AUGUST, 2015, by Joseph P. Mathieu and Victoria J. Mathieu.

Gayle Sarratea  
NOTARY PUBLIC



OWNER OF LOT \_\_\_ :

\_\_\_\_\_  
Date

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

OWNERS OF LOT 10:

Patrick D. Kieva

Patrick D. Kieva

08/28/2015

Date

Traci L. Kieva

Traci L. Kieva

8/28/15

Date

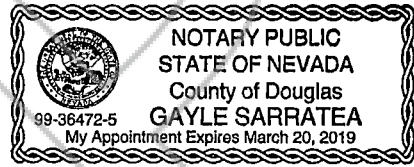
STATE OF NEVADA )

) ss.

COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2015, by Patrick D. and Traci L. Kieva.

Gayle Sarratea  
NOTARY PUBLIC



OWNER OF LOT \_\_\_\_:

\_\_\_\_\_  
Date

STATE OF NEVADA )

) ss.

COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

OWNERS OF LOT 25

*[Handwritten Signature]*

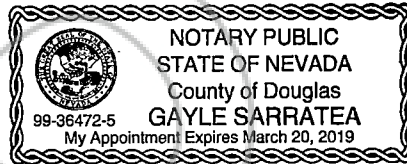
John Wahl

*10/1/15*  
Date

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 1<sup>st</sup> day of October, 2015, by John Wahl.

*Gayle Sarratea*  
NOTARY PUBLIC



OWNER OF LOTS 3 and 5:

THE JONATHAN BENNETT FISHER AND JOCELYN VICTORIA FISHER REVOCABLE TRUST dated March 29, 2011

*[Signature]* 9/18/15  
Johnathan Bennett Fisher Date  
Trustee

*Jocelyn Victoria Fisher* 9/18/15  
Jocelyn Victoria Fisher Date  
Trustee

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 16 day of September, 2015, by Johnathan Bennett Fisher and Jocelyn Victoria Fisher, as Trustees of THE JONATHAN BENNETT FISHER AND JOCELYN VICTORIA FISHER REVOCABLE TRUST dated March 29, 2011.

*Sonya M. Koinig*  
NOTARY PUBLIC

