

APN:

1320-33-215-001
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**Recording Requested by and:
When Recorded Mail to:**

R. Clay Hendrix, Esq.
5400 Equity Avenue
Reno, Nevada 89502

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**FIRST SUPPLEMENTAL DECLARATION TO FIRST AMENDED AND RESTATED
DECLARATION OF ANNEXATION FOR THE RANCH COMMUNITY ASSOCIATION
(Buildings 1 and 3)**

THIS FIRST SUPPLEMENTAL DECLARATION TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ESPLAANDE AT THE RANCH COMMUNITY ASSOCIATION ("Fist Supplemental Declaration") is made as of the 10th day of April 2018, by Jenuane Communities the Ranch, LLC, a Nevada limited liability company ("Declarant").

RECITALS

- A. Declarant is the owner of that certain property more particularly described on Exhibit "A" hereto (the "Property");
- B. The Esplanade at the Ranch Community Association ("HOA") has been organized under or in connection with the Declaration;
- D. Pursuant to that certain First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Esplanade at the Ranch Community Association recorded on March 2, 2018 as Document No. 2018-911107, Official Records Douglas County, Declarant is the Declarant under the Declaration ("Declaration")
- E. The Property is a part of the property identified as Annexable Property under the Declaration, and pursuant to the Declaration, the Property is subject to annexation by Declarant to the Declaration; and

F. Declarant intends that, upon Recordation of this First Supplemental Declaration, the Property shall be annexed and subjected of record to the Declaration, subject to all of the terms and provisions of the Declaration.

NOW THEREFORE, Declarant hereby declares:

1. **Annexation.** The Property is hereby annexed and subjected to the Declaration and all of the terms and provisions thereof, and shall hereby be deemed to be Annexed Property as defined in the Declaration. All of the provisions, covenants, conditions, restrictions, reservations and limitations in the Declaration are hereby established and imposed upon the Property and each and every portion thereof and each and every Owner of an interest of any kind or character therein. All of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Declaration and subject further to the following protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, as set forth herein and subject further to the following protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision improvement, and sale and lease, of the Property or any portion thereof. The protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with and burden the Property and shall be binding upon all Persons having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Property and any interest therein. The Identifying Number of each Unit in the Property shall be the unit number as shown on the relevant subdivision plat ("Plat") recorded or to be recorded on the Property. Additional Common Elements, if any, created by annexation of this Property shall also be shown on the relevant Plat and as set forth in the Declaration. The allocated interests among all Units covered by this First Supplemental Declaration shall be as set forth in the Declaration.

2. **Grant of Easements.** Declarant hereby grants to the Owners of Units in the Community a non-exclusive easement of use and enjoyment in, to and throughout the common Area located or to be located on the Property and for ingress, egress and support over and through such Common Area as such is identified on the Plat. Each such non-exclusive easement shall be appurtenant to and pass with the title to each Unit in the Community, subject to the rights and restrictions set forth in Article II of the Declaration.

3. **Reservation of Easements.** Declarant hereby reserves, for the benefit of the Owners of Units in subsequent phases which may be annexed to the Community, a non-exclusive easement of use and enjoyment in, to and throughout the Common Area of the Community and for ingress, egress and support over and through the Common Area of the Community.

4. **Special Declarant's And Developmental Rights.**

4.1 **General.** Declarant and any Successor Declarant may be undertaking the work of constructing Improvements to and upon the Community. The completion of such construction and the sale or other disposition of Units within the Community is essential to the establishment and welfare of the Community as a planned community. The covenants contained in this paragraph 4 are

personal to Declarant and any Successor Declarant, and may only be transferred by a written assignment duly recorded from a Declarant to a Successor Declarant, or from a Successor Declarant to another Successor Declarant.

4.2 Special Declarant Rights. Declarant hereby reserves unto itself and any Successor Declarant the rights to:

4.2.1 Complete all Improvements within the Community, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least three (3) model homes and one (1) sales office and management office within the Property which may be relocated from time to time;

4.2.3 Maintain signs advertising the Community, which signs may be maintained anywhere on the Community, excluding Units owned by Owners other than Declarant;

4.2.4 Use easements through the Common Elements for the purpose of making Improvements within the Community;

4.2.5 Enjoy and exercise all of Declarant's Special Declarant's and Developmental Rights to the full extent granted or reserved by Declarant pursuant to the Declaration.

4.3 Declarant's Developmental Rights. Declarant hereby reserves until itself and any Successor Declarant the Developmental Rights set forth in the Declaration with respect to the Property.

4.4 Rights and Obligations of Owners Following Annexation. Without limiting the generality and effect of the provisions of the Declaration, after the annexation of the Property the following shall have been affected thereby:

4.4.1 All Owners in the Community shall be entitled to use the Common Elements in the Property, subject to the provisions of the Declaration;

4.4.2 Owners of Units in the Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Elements of the Community;

4.4.3 All Owners of Units in the Annexed Property shall have the same membership and voting rights as other Owners. Votes shall not be cast separately by phase;

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Community on the same basis as the other property in the Community; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Declaration Enforcement. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have

consented and agreed to each and all the terms and provisions of the Declaration, whether or not any reference to the Declaration is contained in the instrument by which such Person acquired an interest in the Property. Each and all the terms and provisions of the Declaration shall be enforceable by Declarant, and any Owner, subject to and as provided in the Declaration. Notwithstanding the foregoing, or any other provision in this Supplemental Declaration, Declarant shall have the power and authority, in its sole discretion, without the obligation, to enforce the terms and provisions of the Declaration, at any time and from time to time, during the Declarant Rights Period.

6. **Declaration; Supplemental Declaration.** Any initially capitalized term used in this Supplemental Declaration but not otherwise defined herein shall reasonably have the meaning ascribed thereto in the Declaration. The provisions of the Declaration shall be liberally construed to effectuate the purposes expressed herein. The Declaration and this Supplemental Declaration shall be construed to be consistent with one another to the extent reasonably possible subject to the preceding sentence, to the extent, if any, that any provision of this Supplemental Declaration is irreconcilably inconsistent with or irreconcilably conflicts with the provisions of the Declaration, the latter shall control.

7. **Run With Land.** The covenants and restrictions of this Supplemental Declaration shall run with the land and bind the Property, and shall inure to the benefit of and be enforceable by Declarant (during the Declarant Rights Period), and Association (as and to the extent set forth in the Declaration), and/or the Owner of any land subject to this Supplemental Declaration, and their respective legal representatives, heirs, successive Owners and assigns.

8. **Interpretation.** The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the residential Property and Community. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

9. **Amendment.** Notwithstanding any other provision in this Supplemental Declaration, this Supplemental Declaration may not be amended without prior written consent of Declarant to and upon such amendment, in Declarant's sole discretion, and any purported amendment in contravention of the foregoing shall be null and void.

10. **No Public Right or Dedication.** Nothing contained in this Supplemental Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

11. **Constructive Notice and Acceptance.** Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property hereby consents and agrees, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.

[Notary Signature Page Follows]

EXHIBIT A
(Property Description)

PARCEL 1:

Building 1, Unit 1 of the Final Subdivision Map LOA 15-020, ESPLANADE AT THE RANCH, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on November 7, 2017, as Document No. 2017-906665, Official Records of Douglas County, Nevada, and Certificate of Amendment recorded November 9, 2017, as Document No. 2017-906767.

TOGETHER WITH an undivided 1/41st interest as a tenant in common in the Common Elements. An exclusive right to use that portion of the Common Elements designated as Limited Common Elements on the Final Map, as granted in the Declaration of Covenants, Conditions, and Restrictions for Esplanade At The Ranch Community Association recorded September 8, 2017, as Document No. 2017-903815, Official Records, Douglas County, Nevada.

PARCEL 2:

Building 1, Unit 2 of the Final Subdivision Map LOA 15-020, ESPLANADE AT THE RANCH, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on November 7, 2017, as Document No. 2017-906665, Official Records of Douglas County, Nevada, and Certificate of Amendment recorded November 9, 2017, as Document No. 2017-906767.

TOGETHER WITH an undivided 1/41st interest as a tenant in common in the Common Elements. An exclusive right to use that portion of the Common Elements designated as Limited Common Elements on the Final Map, as granted in the Declaration of Covenants, Conditions, and Restrictions for Esplanade At The Ranch Community Association recorded September 8, 2017, as Document No. 2017-903815, Official Records, Douglas County, Nevada.

PARCEL 3:

Building 1, Unit 3 of the Final Subdivision Map LOA 15-020, ESPLANADE AT THE RANCH, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on November 7, 2017, as Document No. 2017-906665, Official Records of Douglas County, Nevada, and Certificate of Amendment recorded November 9, 2017, as Document No. 2017-906767.

TOGETHER WITH an undivided 1/41st interest as a tenant in common in the Common Elements. An exclusive right to use that portion of the Common Elements designated as Limited Common Elements on the Final Map, as granted in the Declaration of Covenants, Conditions, and Restrictions for Esplanade At The Ranch Community Association recorded September 8, 2017, as Document No. 2017-903815, Official Records, Douglas County, Nevada.

PARCEL 4:

Building 3, Unit 1 of the Final Subdivision Map LOA 15-020, ESPLANADE AT THE RANCH, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on November 7, 2017, as Document No. 2017-906665, Official Records of Douglas County, Nevada, and Certificate of Amendment recorded November 9, 2017, as Document No. 2017-906767.

TOGETHER WITH an undivided 1/41st interest as a tenant in common in the Common Elements. An exclusive right to use that portion of the Common Elements designated as Limited Common Elements on the Final Map, as granted in the Declaration of Covenants, Conditions, and Restrictions for Esplanade At The Ranch Community Association recorded September 8, 2017, as Document No. 2017-903815, Official Records, Douglas County, Nevada.

PARCEL 5:

Building 3, Unit 2 of the Final Subdivision Map LOA 15-020, ESPLANADE AT THE RANCH, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on November 7, 2017, as Document No. 2017-906665, Official Records of Douglas County, Nevada, and Certificate of Amendment recorded November 9, 2017, as Document No. 2017-906767.

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PARCEL 6:

Building 3, Unit 3 of the Final Subdivision Map LOA 15-020, ESPLANADE AT THE RANCH, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on November 7, 2017, as Document No. 2017-906665, Official Records of Douglas County, Nevada, and Certificate of Amendment recorded November 9, 2017, as Document No. 2017-906767.

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