

**APNs:**

1420-05-438-000, 001, 002 and 003

**Recording Requested by and:**

**When Recorded Mail to:**

Shyan Bohach  
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.

**FIFTH SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE AT VALLEY KNOLLS COMMUNITY ASSOCIATION (Building 28)**

THIS FIFTH SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE AT VALLEY KNOLLS COMMUNITY ASSOCIATION ("Fifth Supplemental Declaration") is made as of the 6th day of January, 2023, by JC Valley Knolls, LLC, a Nevada limited liability company ("Declarant").

**RECITALS**

A. On January 25, 2022, Declarant recorded the Declaration of Covenants, Conditions and Restrictions for The Village at Valley Knolls as Document No. 2022-980272 in the Office of the Douglas County Recorder ("Declaration") making certain real property owned by Declarant ("Property") subject to its covenants, conditions and restrictions.

B. Pursuant to Article X, Section 10.12 of the Declaration, Declarant may annex certain real property owned by Declarant ("Annexed Property") by recording a Supplemental Declaration, thereby making the Annexed Property subject to the Declaration.

NOW THEREFORE, Declarant hereby declares:

- 1. **Annexation.** The Property described in **Exhibit A** of this Supplemental Declaration 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 ("Final Map") 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 Final Map and as set forth in the Declaration. The allocated interests among all Units covered by this 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 Elements located or to be located on the Property and for ingress, egress and support over and through such Common Elements as such is identified on the Final Map. 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 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 Elements of the Community and for ingress, egress and support over and through the Common Elements of the Community.
4. **Special Declarant's and Developmental Rights.** 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 condominium 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.
  - a. **Special Declarant Rights.** Declarant hereby reserves unto itself and any Successor Declarant the rights to:

1. Complete all Improvements within the Community, including, but not limited to, those indicated on Final Map or described in the Declaration.
  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.
  3. Maintain signs advertising the Community, which signs may be maintained anywhere on the Community, excluding Units owned by Owners other than Declarant.
  4. Use easements through the Common Elements for the purpose of making Improvements within the Community.
  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.
- b. 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.
5. **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 effected thereby:
- a. All Owners in the Community shall be entitled to use the Common Elements in the Property, subject to the provisions of the Declaration.
  - b. 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.
  - c. 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.
  - d. 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.
6. **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, the Association and any Owner, subject

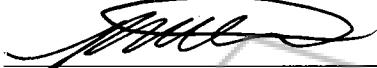
to and as provided in the Declaration. Notwithstanding the foregoing, or any other provision in this Supplemental Declaration, Declarant shall have the power and authority, in its sole discretion, without the obligation, to enforce the terms and provisions of the Declaration, at any time and from time to time, during the period in which the Declarant retains the rights to appoint and remove members of the Board of Directors (“Declarant Rights Period”).

7. **Declaration; Supplemental Declaration.** Any 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.
8. **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.
9. **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 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.
10. **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.
11. **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.
12. **Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit 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.

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NOW, THEREFORE, the undersigned hereby executes this Fifth Supplemental Declaration.

JC VALLEY KNOLLS, LLC,  
a Nevada limited liability company

By:   
Mike Currie  
Its: Authorized Agent

STATE OF NEVADA        )  
                                  ): ss.  
COUNTY OF WASHOE    )

On January 6<sup>th</sup>, 2023, before me, Rachel Quilici, notary public, personally appeared Mike Currie, who proved to me by satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
NOTARY PUBLIC



**EXHIBIT A**

Units 1, 2 & 3 in Building 28 and the Common Area of Building 28 as shown on the Official Plat of THE COMMONS SOUTH AT VALLEY KNOLLS, a Condominium Subdivision recorded on December 7, 2021, as Document No. 2021-978119, Official Records, Douglas County, Nevada.

**APNs:**

1420-05-438-000, 001, 002 and 003 as to the Common Area and Units 1, 2, & 3 of Building 28