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Caughlin Ranch Homeowners' Association
1070 Caughlin Crossing
Reno, NV 89519

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CAUGHLIN RANCH HOMEOWNERS
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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CAUGHLIN RANCH HOMEOWNERS ASSOCIATION

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CAUGHLIN RANCH HOMEOWNERS ASSOCIATION

THIS AMENDED DECLARATION is made on November 16, 2015, by the CAUGHLIN RANCH HOMEOWNERS ASSOCIATION, a Nevada Non-Profit Cooperative Corporation without stock. This Amended Declaration of Protective Covenants amends and restates in its entirety the Declaration of Protective Covenants for Caughlin Ranch recorded on August 8, 1984 as Document No. 942122 in the official records of Washoe County, Nevada (“Original CC&R’s”) and amended by the Subsequent Amendments. The Original CC&R’s and Subsequent Amendments are amended substantively in its entirety by this Amended Declaration but remain in full force and effect otherwise.

RECITALS

The Original CC&R’s and Subsequent Amendments serve as mutual and beneficial restrictions, covenants, equitable servitudes and charges on all land, Lots and Parcels described in Exhibit “A” to the Original CC&R’s and all land, Lots and Parcels annexed into the Development through Supplemental Amended Declarations.

The Association declares that all Lots, Parcels and land within the Development and all Improvements thereon and appurtenances thereunto shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Amended Declaration. The covenants, conditions and restrictions of this Amended Declaration are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property within the Development. The provisions of the Amended Declaration are intended to create mutual equitable servitudes upon each of said Lots and Parcels in favor of each and all other Lots and Parcels; to create reciprocal rights between the respective owners of all such Lots and Parcels; to create a privity of contract and estate between the grantees of such Lots and Parcels, their heirs, successors and assigns; and shall, as to the Owner of such Lot or Parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such Lots and Parcels in the Development as hereinafter defined and their respective owners, present and future, and their successors and assigns.

I. DEFINITIONS. The following terms as used in this Amended Declaration are defined as follows:

A. “Amended Declaration” means the Original CC&R’s and Subsequent Amendments as Amended by this Amended Declaration of Protective Covenants and any amendments hereto.

B. “Architectural Control Standards & Guidelines” (ACS&G’s) refers to the handbook developed to include all architectural policies, procedures, requirements and guidelines adopted by the Board from time to time.

C. “Articles” means the Articles of Incorporation of the Association.

D. "Association" means Caughlin Ranch Homeowners Association, a Nevada Non-Profit Cooperative Corporation without stock.

E. "Board" means the Executive Board of Directors of the Association.

F. "Bylaws" means the Second Restated Bylaws of the Caughlin Ranch Homeowners' Association adopted on January 9, 2013.

G. "Commercial Lot" shall mean collectively the currently existing business, office and commercial zoned areas within the Development.

H. "Commercial Vehicle" means large commercial and/or over-sized vehicles which have an overall length of more than twenty-four feet (24'), or exceeds eight feet six inches (8'- 6") in width.

I. "Committee" means the Caughlin Ranch Architectural Control Committee.

J. "Common Area" means all of the real property designated as Common Area in the Supplemental Amended Declaration and all real property which may be later described by supplemental Amended Declarations as Common Area; and all recreational areas and facilities deeded to Washoe County, pursuant to that certain Agreement dated June 23, 1987 between the Association and Washoe County; and all real property acquired by the Association, whether from Declarant or otherwise, together in each instance with all Improvements which may at any time be constructed thereon and owned by the Association, including, but not limited to recreational and community facilities, ponds, parks, paths and trails. Common Area, as used in this Amended Declaration does not include Land Owned in Common or held in undivided interests by owners of multiple family dwellings within the Development.

K. "Declarant" means the Juniper Trails Development Co., a Nevada Corporation and any other developer of any portion of the Caughlin Ranch, its successors and assigns.

L. "Development" means all that real property situated in the County of Washoe, State of Nevada, described in Exhibit "A" to the Original CC&R's and annexed by the Supplemental Amended Declarations listed in Exhibit "1" to this Amended Declaration, and all other real property which has been or may be described in additional supplemental Amended Declarations recorded from time to time with the Washoe County Recorder, which Development is commonly known as Caughlin Ranch.

M. "Governing Documents" means the Amended Declaration, the Architectural Control Standards & Guidelines, Articles of Incorporation, the Bylaws, the Policies, the Rules and Regulations, the Violation & Fine Policy, and Construction Penalty Schedule and any other documents that govern the operation of the Association.

N. "Improvements" means all buildings, outbuildings, streets, roads, trails, pathways, driveways, parking areas, fences, retaining and other walls, landscaping, light standards, antennas and any other structures of any type or kind.

O. "Land Owned in Common" means land owned in common or held in undivided interests by the owners of multiple family dwellings.

P. "Lot" means any numbered Lot shown on a map, which becomes part of the Development, including without limitation the Lots designated in any Supplemental Amended Declaration and all units and Improvements constructed thereon, and any Commercial Lot.

Q. "Member" means the Owner of a Lot within the Development.

R. "Membership" means the rights and obligations that accompany the Owner of a Lot within the Development.

S. "Map" means the maps of the Development as they are from time to time recorded.

T. "Multiple Family Dwelling" means a residential structure such as a townhouse or condominium structure containing two or more individual apartments or living units and constructed on a Lot or Parcel whose use is designated in the Supplemental Amended Declaration as multi-family residential.

U. "Owner" means:

1. Any person or legal entity, including Declarant, who holds fee simple title to any Lot, or Parcel within the Development; or
2. Any person or legal entity who has contracted to purchase fee title to a Lot pursuant to a written agreement recorded in the Washoe County, Nevada Recorder's Office, in which case the seller under said agreement shall cease to be the Owner while said agreement is in effect. Owner does not include the Association.

V. "Parcel" means any portion of the Development other than a Lot or Common Area.

W. "Policies" means the guidelines, policies and standards adopted by the Board from time to time governing the use, appearance and operation of the Development.

X. "Rental Dwelling Unit" means a dwelling unit where the occupant is not the Owner, but occupant dwells there based on payment of agreed rental therefore and which is zoned for rentals or apartments.

Y. "Rules and Regulations" (R&R's) means the Association's Rules & Regulations, Architectural Control Standards & Guidelines, and Policies adopted by the Board from time to time.

Z. "Single Family Dwelling" means a residential structure for the Owner and his immediate family, his casual guests and his domestic servants and domestic employees, which dwelling is constructed on a Lot designated in the Supplemental Amended Declaration as a single family residential Lot.

AA. "Statute" means the Uniform Common-Interest Ownership Act, Chapter 116 and 116A of the Nevada Revised Statutes and Nevada Administrative Code.

BB. "Subsequent Amendments" means the recorded amendments to the Original CC&R's, including, without limitation the following amendments:

- a) Amendment to Amended Declaration of Protective Covenants of Caughlin Ranch recorded 8/29/1984 as document number 946585
- b) Amendment to Amended Declaration of Protective Covenants of Caughlin Ranch recorded 2/8/1985 as document number 978124
- c) Amendment to Amended Declaration of Protective Covenants of Caughlin Ranch recorded 6/10/1988 as document number 1252480
- d) Amendment to Amended Declaration of Protective Covenants of Caughlin Ranch recorded 2/29/1988 as document number 1229040
- e) Amendment to Amended Declaration of Protective Covenants of Caughlin Ranch recorded 5/22/1996 as document number 1997262
- f) Amendment to Amended Declaration of Protective Covenants of Caughlin Ranch recorded 11/20/1998 as document number 2277352

CC. "Supplemental Amended Declaration" means:

1. The recorded Supplemental Amended Declaration of Declarant attached as Exhibit "A" to the Original CC&R's;
2. The Supplemental Amended Declarations annexing land, Lots and Parcels into the Development, including, without limitation, the Supplemental Amended Declarations set forth in Exhibit "1" attached hereto.
3. In the case of Parcels being subsequently annexed to the Development, the recorded Supplemental Amended Declaration of subsequently recorded Supplemental Amended Declarations which incorporates the provisions of this Amended Declaration therein by reference.

DD. "Violation & Fine Policy and Construction Penalty Schedule" means the fine policy and construction penalty schedule adopted by the Board from time to time as required by Statute.

II. LAND USE. Lots and Parcels in the Supplemental Amended Declaration shall be designated therein as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of this Amended Declaration relating to such uses. In the event a use is designated for which no such provisions are contained herein (e.g., Single Family Dwelling, Multiple Family Dwelling, etc.), the same may be set forth in such Supplemental Amended Declaration. Only activities connected with the designated uses may be carried out on any Lot or Parcel. There shall be no use of a Lot or Parcel other than the designated use.

A. Single Family Residential. Only single family dwellings and such outbuildings as are usually accessory thereto and as may be permitted by the Committee shall be permitted on any Lot designated as single family residential. The Board is authorized to set the minimum square footage, height limitation and building envelope applicable to each Lot.

B. Multiple Family Residential. There are no remaining Parcels designated as multiple family residential in the Development and no Multiple Family residential Parcels shall be allowed without amendment of these Amended Declarations.

C. Commercial. With the exception of existing Commercial Lots dedicated for commercial use, there shall be no additional Parcels designated for business, office or commercial use within the Development without amendment of these Amended Declarations.

D. Common Areas. All areas in the Development designated as Common Areas (owned and to be owned by the Association) are and shall remain private property and Declarant's recordation of a map showing such Common Areas shall not be construed as a dedication to the public of any such Common Areas located therein, provided however that all recreational areas and facilities deeded to Washoe County pursuant to that certain agreement dated June 23, 1987, and the City of Reno pursuant to that certain agreement dated December 7, 1987, shall be open to the public in accordance with the terms of such agreements.

1. Ownership. All Common Areas shall be owned by the Association, subject to such easements and rights-of-way as they appear on record.
2. Use. The use and enjoyment of said Common Areas and Improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association as set forth in its Governing Documents and to such Rules and Regulations governing the use of such property and Improvements as may from time to time be adopted by the Board.
3. Maintenance. Maintenance of such Common Areas and repairs to any Improvements lying entirely thereon shall be the obligation and responsibility of the Association and charged to the Owners as a common expense.
4. Subsequent Dedication. At any time after conveyance to the Association of any Common Areas, the Association may, upon the affirmative vote of a majority of its memberships, offer any such property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards.

III. RESIDENTIAL RESTRICTIONS. The Board is authorized to adopt Rules & Regulations and Architectural Control Standards & Guidelines addressing the restrictions on all Lots within the Development. In addition thereto, the following restrictions shall be applicable to all Lots and Parcels within the Development:

A. Accessory Outbuildings. No accessory outbuildings (e.g., garages or sheds) shall be erected on any Lot or Parcel prior to the erection thereon of a dwelling. In no event shall any temporary structure or trailer or tent ever be used for human occupancy or habitation. Only such guest houses or servants quarters as may be approved in writing by the Committee as an accessory outbuilding may be used for human occupancy or habitation. Unattached accessory outbuildings may be constructed only as may be approved in writing by the Committee.

B. Completion of Construction. Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for thirty (30) consecutive days or which have been partially or totally destroyed and not rebuilt within six (6) months shall be deemed nuisances unless the Committee grants a variance in writing. The Association may, but is not required to, remove any such nuisance or repair or complete the same at the cost of the Owner provided the Owner has not commenced required work within thirty (30) days from the Association posting a notice to commence such work upon the property and mailing a copy of such notice to the Owner at the address appearing on the books of the Association. Such notice shall state the steps to be taken to eliminate the nuisance. The Association nor any of their agents, employees or contractors shall be liable for any damage which may result from any work performed, nor shall the Association, or any of their agents or employees, be liable for any failure to exercise the right to work on any Parcel or Lot. Approved projects not commenced within one (1) year of Committee approval shall require a subsequent review and further approval by the Committee.

C. Prohibition Against Used or Prefabricated Structures. No used or existing or previously constructed buildings or structures, intended for use as a dwelling or outbuilding, shall be placed on any Lot. No prefabricated dwelling structures of any kind, including without limitation, manufactured homes, mobile homes and modular homes shall be installed in the Subdivision. Prefabricated sheds, garages, and other prefabricated non-dwelling structures are prohibited unless approved in writing by the Committee.

D. Maintenance of Lots. All Lots and Parcels, whether vacant or improved, occupied or unoccupied, and any Improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, after giving written notice in accordance with the Statute to the Owner, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall include an administrative fee to be determined by the Board and shall be added to and become a part of the annual assessment to which such Lot is subject. The Board has sole discretion as to what is unsightly or unsanitary. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed nor shall the Association or any of its agents or employees be liable for any failure to exercise the right to maintain any Parcel or Lot. It is incumbent upon all property owners to maintain their Lots and yards in a neat, orderly and well-groomed manner, whether said Lots are vacant or improved. Any structure damaged by fire or otherwise destroyed shall be rebuilt, refurbished, or razed and removed within a reasonable timeline approved by the Committee. Owners shall be required to submit preliminary plans for the damaged structure to the Committee within thirty (30) days from the date the structure was damaged.

E. Disposal of Sanitary Waste. All permanent plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the Development.

F. Fences. The Board is authorized to adopt fence guidelines, requirements and restrictions as part of the Architectural Control Standards & Guidelines. Unless specifically restated in a supplemental Amended Declaration, the following general fencing guidelines shall apply;

1. All fences and walls shall be approved by the Committee prior to installation, and detailed plans therefore shall be submitted to the Committee as in the case of other structures. Receipt of city and/or county approval shall not override Committee approval or its guidelines.
2. All property lines from Single Family Dwelling houses to the street shall be kept free and open.

G. Nuisances. No illegal, noxious or offensive activities or nuisances shall be carried out or conducted upon any on any Lot, or Parcel in the Development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and any similar matter shall be permitted on any Lot or portion thereof. An Owner shall not permit any excessive light, odors, smoke, dust or noise to emanate from an Owner's Lot which would unreasonably disturb any other Owner's quiet enjoyment of his or her Lot, excepting approved construction activities. The Board has discretion to determine what activity is noxious or offensive and what light, odors, smoke, dust or noise would unreasonably disturb an Owner's quiet enjoyment of his or her Lot.

H. Signs, Flags and Lot Numbers. No signs, posters, billboards, advertising devices, or structures of any kind may be posted, installed or displayed on any Lot or Parcel to be visible from the outside of the Lot or Parcel except upon application to and receipt of written permission from the Committee with the following exceptions: One (1) pre-approved Caughlin Ranch "For Sale" or "For Rent" sign which may be purchased from the Association office and posted on the Lot, or one (1) "Open House" or "Estate Sale" sign may be posted on the Lot where the event is taking place not more than forty-eight (48) hours prior to the event. These signs shall be promptly removed after the event.

1. Political Signs. Political signs may be displayed but only to the extent expressly allowed by the Statute.
2. Flags. The flag of the United States of America and U.S. Military flags may be displayed on an Owner's Lot in accordance with the Federal Flag Code. The flag of the State of Nevada may be displayed on an Owner's Lot in accordance with the Nevada Flag Code. The Board may adopt Rules and Regulations which limit the subject matter, size or manner of display of all other flags and banners. Prior written approval from the Committee is required before any flagpole may be installed.
3. Address Numbers. All residences shall have a designated address number that is clearly readable from the street front on the house, mailbox and/or curb.

I. Animals. No animals shall be kept or maintained on any Lot except the usual household pets not kept for commercial purposes, which shall be kept reasonably confined so as not to become a nuisance.

The number of cats shall not exceed the number Washoe County allows without a cattery permit and the number of dogs shall not exceed the number Washoe County allows without a kennel permit. Household pets shall not unreasonably interfere with the comfort, privacy or safety of other owners within the Development. Pet owners shall immediately clean-up the solid waste left by their animal(s) from any area within the Community. Pet waste shall be removed from the individual lots so that it is not allowed to create odors, attract insects, or become a nuisance to neighboring Lots or Common Areas.

Horses, cattle, chickens and sheep are allowed on specific Lots only if such use is an allowed use in the Supplemental Declaration applicable to such Lot, providing those Lots are a minimum of one (1) acre in size and are in an area where such use would be in keeping with the physical constraints of the land and in character with the uses of the surrounding properties.

J. Garbage and Refuse Disposal. No garbage, refuse, rubbish, vegetation, vegetation debris or noxious or offensive material shall be permitted to accumulate, be dumped or buried on any Lots, and Lot Owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice. Solid waste trash/garbage shall be properly contained before it is placed into the trash receptacle and the lid shall be properly closed so that trash cannot spill out or become wind-blown. Solid waste trash/garbage shall not be placed or stored outside the trash receptacle. Properly bagged yard clippings and landscaping debris may be placed or stored outside the trash receptacle. Trash receptacles and recycle bins shall be stored in such a manner that the containers are screened from view except when the containers are within the collection area for pick-up in accordance with the Rules & Regulations of the Association.

K. Antennas. Installation of any form or type of television antenna, cellular communication tower, or antenna for shortwave or ham radio installations, including all components and exterior parts, (hereinafter collectively referred to as "Device") are subject to the Rules and Regulations which may be adopted by the Board, and enforced by the Committee. The Rules and Regulations must not significantly increase the cost of installation, maintenance or use of a Device, unreasonably delay or prevent installation, maintenance or use of a Device or preclude reception or transmission of an acceptable quality signal, but may include without limitation, screening material, required locations, safety requirements, size limitations, Device approval process, complementary-color painting of the Device and other regulations which do not violate applicable law.

L. Travel Trailers, Motor Homes, Commercial Vehicles and Boat Storage. No travel trailer, motor home (R.V.), house trailer, boat or boat trailer, or other type of trailer, nor shall any Commercial Vehicle, shall be parked within the Development for more than forty-eight (48) consecutive hours nor for more than five (5) days in a thirty (30) day consecutive period, unless kept within a fully enclosed roofed garage so as not to be visible from any street, Lot, Parcel, or Common Area. The intent of this paragraph is to allow only for loading and unloading such vehicles within the Development unless kept in a garage as aforesaid.

This restriction does not prevent a utility service vehicle, a law enforcement vehicle, or an emergency service vehicle from parking in the Community to the extent expressly allowed pursuant to the Statute, provided the Association may require that a person parking a utility service vehicle, law enforcement vehicle or emergency services vehicle, provide written confirmation from his or her employer that the person is qualified to park his or her vehicle in the Community pursuant to the Statute. Travel Trailers, Motor Homes, Boats and Commercial Vehicles which are parked or stored in violation of the CC&R's or the Rules and Regulations may be towed to a public garage or storage yard to the full extent authorized by law.

M. Defacing or Removal of Common Area Improvement. No tree, shrub or Improvement within a Common Area shall be defaced or removed except at the express direction of the Board.

N. Limited Access. There shall be no access to any Lot or Parcel on the perimeter of the Development except from designated streets or roads as shown on recorded maps of the Development.

O. Docks and Piers. No dock, pier or other similar structure shall be erected on or into any pond within the Development, except such structures as may be constructed by the Association with the written permission of the Committee.

P. Re-subdivision or Joinder of Lots. No Lot or Parcel shall be further subdivided, nor shall there be any severance of the surface and subsurface rights. The Owner of two (2) or more contiguous Lots may apply to the Committee for permission to use such Lots as the site of a single dwelling. Notwithstanding such permission, said Lots shall remain as separate Lots for all purposes.

Q. Operation and Parking of Motor Vehicles. Except for authorized maintenance and/or inspection vehicles, no motorized vehicle shall be operated in any area within the Development except on a street or driveway. All speed limit and other traffic control signs erected within the Development shall be observed at all times. Motorized vehicles are specifically prohibited on all paths, trails or walkways or Common Areas. Vehicles shall not be parked on any surface except asphalt, concrete and/or paver surfaces specifically designated for vehicles.

R. Utility Lines. With the exception of those major utility lines existing as of July, 1983, and the major service lines for "The Pines" area, all utility lines and connections within the Development shall be placed underground. Other than public utility street lighting, no private lighting shall be suspended from a pole in excess of ten (10) feet from the ground within the Development except those owned and maintained by the Association or as expressly approved in writing by the Committee.

S. Business Activities. No business or commercial activities of any kind whatsoever shall be conducted in any residence or structure on any Lot or on any portion of any Lot without the prior written approval of the Board, provided that the foregoing restriction shall not apply to signs or activities of the Association in the discharge of its responsibilities or the existing Commercial Lots.

No restrictions contained in this section shall be construed in such a manner so as to prohibit any Owner from:

1. Maintaining his or her personal library in his or her residence;
2. Keeping his or her personal records or accounts;
3. Handling his or her personal, business or professional telephone calls, communication or correspondence, or maintaining a home office used only by the Owner or tenant and to which no employees come;
4. Leasing or renting his or her residence; or
5. Conducting any other activities otherwise compatible with a residential use and the provisions of this Amended Declaration which are permitted under applicable zoning laws, or by permit or under specific governmental authorization, provided all necessary government permits or approvals for the use have been obtained and are being complied with, and the Board, in its sole discretion, approves any use requiring a government permit or business license as not impairing the quiet use and enjoyment of nearby Units or other Owners.

The uses described in these subparagraphs are expressly declared to be approved by the Board and to be customarily incidental to the principal residential use of the Lot and not in violation of this section.

6. In addition, an approved use under this section shall also comply with the following restrictions, unless approved otherwise by the Board:
 - a. The use shall be operated entirely within a dwelling unit by a person or persons residing in the dwelling unit as clearly secondary and incidental use of such dwelling for single family residential purposes and must not change the residential character thereof;
 - b. There shall be no use, including storage, of any accessory building, yard space or activity outside the main building not normally associated with residential use;
 - c. Not more than one room or twenty percent (20%) of the floor space of the main floor shall be used;
 - d. There shall not be a substantial amount of stock-in-trade, supplies or goods stored on the Lot;
 - e. The use shall not generate vehicular traffic measurably in excess of that normally associated with single-family residential use, including continuous visits by employees, clients, customers, consultants, agents, licensees and invitees;
 - f. Not more than one (1) vehicle, not exceeding one ton in capacity with commercial advertising displayed thereon, shall be kept at the residence;
 - g. There shall be no indication of the use on the exterior of the premises, including visual indications, noise, smell and other exterior manifestations;
 - h. No signs, nor other advertising, shall be used to inform the public of the address or location of such a use;
 - i. There shall be no manufacturing, processing or other similar activity on the premises which generates noise, odor, dust, vibrations, fumes, smoke, electrical interference or other interference with nearby properties;
 - j. The use is in compliance with all laws, codes and ordinances;

- k. The use shall not be conducted without the permission of the Owner of the real property; and
- l. The use shall be conducted in accordance with Washoe County Development Code.

T. Temporary Structures. No temporary structure of any form or type shall be permitted on any Lot or Parcel except during construction of an Improvement on that Lot or Parcel and as approved by the Committee.

U. Peaceful Enjoyment. No use of any Lot or structure within the Development shall cause harm to or adversely affect the use, value, occupation and enjoyment of adjoining property or the general neighborhood. Final determination within these bounds shall be left to the discretion of the Board.

V. Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any Lot other than excavation for necessary construction purposes relating to main dwelling units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping and landscaping, or in the erection of permitted fencing generally improving any Lot.

W. Certificate of Occupancy. A certificate of occupancy must be issued by the appropriate governing building department prior to occupancy of any dwelling unit.

X. Clotheslines. No clothesline shall be constructed or erected which would be visible from any street, pond, Common Area or other Lot.

Y. Landscaping. Within eight (8) months of completion of the main dwelling unit, each Lot or Parcel shall be completely landscaped consistent with approved landscape plans in a manner suitable to the character and quality of the Development, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Development and in accordance with the Rules & Regulations adopted by the Board. Each Lot Owner shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the Lot, such as removal of certain trees, dead limbs and other dead vegetation. Minimum defensible space requirements of applicable governmental entities may be maintained with Committee approval. Each Lot Owner shall be responsible for the maintenance of their vegetation so that it does not encroach or extend onto/into Common Area, another Owner's Lot, sidewalks, trails, paths, streets, drainage swales, etc. No noxious weeds of any kind or character shall be placed or permitted to grow upon any Lot or portion thereof. Nothing herein shall prevent a Lot Owner from installing drought tolerant landscaping to the extent approved in writing by the Committee prior to installation and authorized by, and consistent with, the Statute, or maintaining an unimproved Lot in its natural vegetative state.

Z. Construction Procedures. Prior to the commencement of any construction activity on any Lot or Parcel, the Owner and/or contractor shall rope off those areas not intended for actual construction or staging to protect the site from unnecessary damage to foliage and to reduce erosion and dust problems.

The Lot shall be kept in a clean and orderly fashion at all times and the contractor shall have approved sanitary facilities on site as well as a garbage dumpster or other suitable device for regular disposal of trash. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any Common Area. Construction work hours shall be limited to 7:00 A.M. to 6:00 P.M. Monday through Saturday. Construction work is not permitted on Sunday. The Committee may require the contractor to submit an erosion protection plan to control possible sedimentation travel to parks, greenbelts, streams, ponds or other Common Areas when in the sole opinion of the Committee it is deemed necessary. If requested, this plan will be submitted prior to any construction activity and carried out diligently.

AA. Sidewalk Maintenance. Sidewalks within public right-of-ways and adjacent to Lots shall be maintained and repaired by that Lot's Owner to comply with the standards adopted by the Board and guidelines adopted by the local jurisdiction.

BB. Wind Turbines. Pursuant to NRS 116.2111, no wind machine or turbine shall be installed in the Development on Lot sizes less than two (2) acres. On Lots greater than two Acres, one wind machine or turbine may be installed per Lot over two (2) acres. The Committee is authorized to adopt Standards related to the approval, installation, and maintenance of wind machines or turbines. If the Committee approves installation of any wind machine or turbine, the Owner shall comply with all standards, requirements, ordinances, statutes and laws applicable to the same. City and/or county approval shall not override the Governing Documents.

CC. Solar Panels. All solar panel installations shall be pre-approved in writing by the Committee. The Committee is authorized to adopt Rules and Regulations related to the installation and maintenance of solar panels. City and/or county approval shall not override the Governing Documents.

DD. Paved Surface Requirements. All driveways, walkways, parking areas and other areas of similar nature shall be paved with a suitable "all-weather" material approved by the Committee such as asphalt, concrete, paving stones, brick or other materials approved by the Committee, within thirty (30) days of the completion of construction of the residence on a Lot. Gravel or loose rock is prohibited. All said surfaces shall be repaired and maintained in good condition to the satisfaction of the Committee.

EE. Pools, Sports and Play Equipment. No above-grade swimming or wading pools, trampolines, other sports apparatus, swing sets, or children's play equipment may be permanently placed, installed, erected, or attached to any structure in the Development unless such apparatus is approved by the Committee. Portable basketball hoops shall be permitted within the individual Lots only and shall be kept in good repair so they do not become unsightly. Owners shall be required to obtain prior written approval from the Committee before a permanent basketball hoop or backboard may be installed.

FF. No Violation of Law. Nothing shall be permitted to occur on a Lot which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal entity.

GG. Activities Affecting Insurance. Nothing shall be done or kept on any Lot or within the Common Area which will increase the rate of insurance on any policy maintained by the Association, and no Owner shall permit anything to be done or kept on his or her Lot or within the Common Area which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance covering any Lot or any part of the Common Area.

HH. Supplemental Covenants. Nothing contained herein shall prohibit or impair the recordation of additional or supplemental covenants, conditions and restrictions (and the establishing of one or more owners associations related thereto) which apply to only a portion of the Development, in order to (among other purposes) establish rights and obligations which are more restrictive than set forth in this Amended Declaration, provided that the covenants, conditions and restrictions of this Amended Declaration are complied with.

II. Variances. Variances may be granted under circumstances where in the opinion and sole discretion of the Board, the literal application of the restriction results in unnecessary inconvenience and the granting of a variance will not be materially detrimental or injurious to the Association or other Lot Owners. No variance granted shall constitute a waiver or restrict enforcement of any other provision hereof, constitute a precedent for granting another variance, nor be deemed consent to violate any federal, state or local law, rule or regulation.

IV. THE ARCHITECTURAL CONTROL COMMITTEE

A. Committee Membership. The Committee shall be composed of at least five (5) members, all of whom will be voting members of the Committee, and appointed by the Board for two-year appointments. The Board will designate the Committee Chairperson and may remove appointed members at their discretion. There are no term limits for Committee members. It is preferred that all members of the Committee are Owners within the Development; however, the Board may choose to appoint non Owners who have particular expertise preferred by the Board. At least one (1) but no more than two (2) Board Members may serve as liaisons and may provide input to the Committee in a non-voting capacity. The community manager or another employee of the Association shall attend and facilitate Committee meetings and may provide input in a non-voting capacity. A meeting quorum shall be established with at least three (3) voting Committee members present. The Committee may retain qualified professionals to review complex plans and provide the necessary expertise in dealing with technical or complex submissions.

B. Meetings. The Committee shall meet as-needed to ensure prompt handling of all issues and responsibilities, but at a minimum, monthly. The Committee will maintain a log of all outstanding and/or on-going violations and issues and shall provide an updated log to the Board at least seven (7) days before each Board meeting.

C. General Powers.

1. Standards and Guidelines. The Committee will establish for the Board's approval, Architectural Control Standards and Guidelines which will help maintain the appearance and value of the Development. The Committee may also establish procedures for submissions and operations of the Committee.
2. Prior Approval of Exterior Modifications. All Improvements or visible modifications to a Lot, Parcel or structure, including, but not limited to, exterior remodels, building additions, painting, replacement of garage doors, installation and/or replacement of lighting fixtures, installation of energy saving systems, landscaping additions or removals, etc., must be submitted to and approved in writing by the Committee prior to construction or installation of such improvement or modification. Re-painting of an existing color that was previously approved shall not require Committee approval. The only other exception is for like-kind (size, quantity, etc.) replacement only of flowers, groundcovers and shrubs as detailed in the Rules & Regulations, or re-painting a residence the exact same color as previously approved and painted. At a minimum, one (1) professional architect and one (1) landscape professional shall be required to review and recommend final approval for new construction, exterior remodels or additions. As a result of failure to receive prior written approval from the Committee for any project requiring Committee approval, the Committee may require removal of the improvement or restoration to its original state or condition. Additionally, fines and construction penalties may be assessed in accordance with the Violation & Fine Policy and Construction Penalty Schedule and Rules & Regulations.
3. Sub-Association Prior Approval. The Committee shall not review any plans that are not accompanied by an approval letter from the sub-association provided that the specific sub-association requires architectural approval. Sub-associations that do not require architectural approval shall submit a document from their Board President, or the Board Member acting in his/her capacity, stating that they do not have an architectural approval requirement.
4. Decisions. The Committee shall endeavor to review and approve, disapprove or comment on submissions within forty-five (45) days of submission of the complete application. If requested by the Committee, applications must be resubmitted to the Committee, in which case the Committee shall endeavor to comment on such resubmission within forty-five (45) days thereafter. An application shall not be approved unless and until final written approval is given. Committee comments and approvals with respect to any application shall be strictly followed. The decision of a majority of a quorum of the Committee, acting in good faith in its sole discretion, upon any matters submitted or referred to it, shall be final. Any decision or approval by the Committee shall not relieve an applicant or Lot Owner from complying with any requirement of a public authority having jurisdiction, and shall not constitute any representation or guaranty by the Committee or a member thereof of compliance of the submitted matter with any statute, ordinance, or regulation pertaining thereto.

5. Grounds for Disapproval. The Committee may disapprove any application:
 - a. If such application does not comply with the Governing Documents including any Architectural Control Standards and Guidelines or Policies adopted by the Association, the Board or the Committee
 - b. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a Lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.
6. Rules and Regulations. The Committee may from time to time recommend to the Board adoption of written Policies, Architectural Control Standards and Guidelines, and Rules & Regulations of general application governing its procedures and approval criteria, which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; provisions for notice of approval or disapproval, and various approval criteria and fees for review of submissions to the Committee. Copies of such documents, shall if adopted by the Board, be provided to the Owners in accordance with the Statute.
7. Variances. Any application which would involve a variance from the Governing Documents shall be forwarded to a sub-committee of three (3) members of the Board who shall review all variance requests. A majority of the sub-committee shall have the authority to grant and deny variances. Variances shall not be construed as precedent setting.
8. Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification upon such form as it shall furnish from the contractor, Owner or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee.
9. Administrative Fees. As a means of defraying its expenses, the Committee shall require a submission fee in the amount determined by the Board from time to time which may vary depending on the scope and extent of the submission.
10. Inspection Required. Inspection of structures by the Owner's qualified licensed engineer for which plans and specifications have been or should be approved by the Committee shall be provided to the Committee when the foundation is complete and again at the completion of the framing. The community manager and/or any member of the Committee or Board has the right, after providing a minimum 48-hour written notice to the Owner, to inspect all Improvements for the purpose of observing the improvement to determine if it is in general compliance with the approved submittal.
11. Liability. Notwithstanding the approval by the Committee of any submission, neither the Committee, the Association, nor any person acting on behalf of either, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto.

Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto. No member of the Committee, the Board or the Association shall be liable to any person, whether an Owner of a Lot or Parcel within the Development or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision. Neither the Committee, Association, or the Board or any person acting on behalf of any of them shall be responsible in any manner for any claim, cause of action or alleged damages resulting from:

- a. Any design concepts, aesthetics, latent or patent errors or defects in design or construction relating to Improvements constructed on Lots, whether shown or omitted on any plans and specifications which may be approved by the Committee, or any buildings or structures erected there from; or
 - b. Any waiver of or failure to enforce a provision hereof, or failure to inspect or certify compliance with approved plans and specifications.
12. Principal Office. The principal office of the Committee shall be at 1070 Caughlin Crossing, Reno, Nevada 89519, or at such other address as the Committee shall notify the Association of in writing from time-to-time.
13. Enforcement. In the event any improvement shall be commenced without Committee approval as herein required, or in the event any improvement is constructed not in conformance with plans therefore approved by the Committee, or not in conformance with the Governing Documents, the same shall constitute a violation of this Amended Declaration. In addition to the remedies for violation of any portions of this Amended Declaration set forth herein, the Association shall have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent the violation. All fees and costs incurred by the Committee or Association related to the violation, including, without limitation, attorneys' fees and costs, shall be charged to and paid by the Lot Owner as assessments if the Association prevails. In the event the Association is not successful, each party shall pay its own costs and attorneys' fees.

V. CAUGHLIN RANCH HOMEOWNERS ASSOCIATION

A. General. The Association is a Nevada Non-Profit Cooperative Corporation without stock organized to maintain, develop and operate the Common Areas of the Development and Improvements located thereon. The Association shall have such powers in the furtherance of its purposes and control of the Association as are set forth in its Articles and Bylaws and enumerated in the "Statute".

B. Membership. Membership in the Association is limited to the Owners of Lots within the Development and is automatic with and appurtenant to ownership of the Lot. Memberships in the Association are transferable only upon the conveyance of the Lot to which such Membership is appurtenant and any other attempted transfer or assignment of such Membership shall be void.

Transfers of record which occur by reason of the conveyance of any Lot shall be subject to a transfer fee to be paid to the Association from escrow by seller, and the seller shall be responsible for paying all obligations and indebtedness due to the Association from escrow before the Lot may be conveyed. An administrative transfer fee will be charged for all Lots conveyed. The fee is subject to adjustment by the Board at the Board's sole discretion. In the event a corporation, partnership or association shall own any Lot or Parcel, such corporation, partnership or association shall designate, by corporate resolution certified by the secretary or by written consent of all partners or members delivered in each case to the Association, the name of the person who shall have Membership rights.

C. Membership Rights, Privileges and Obligations. The rights and duties, privileges and obligations appertaining to Memberships in the Association, including voting rights and assessment obligations, and penalties for failure to comply with the Association's Rules & Regulations are as set forth in the Statute, this Amended Declaration, and the Association's Articles, Bylaws, Rules & Regulations and Violation & Fine Policy and Construction Penalty Schedule as adopted by the Board. A meeting of the units' Owners must be held at least once each year at a time and place stated in or fixed in accordance with the Bylaws.

D. Board Governance of the Association. The governing body of the Association shall be the Board. The Board may act in all instances on behalf of the Association, subject to the provisions of this Amended Declaration, the Association Articles, the Bylaws and the applicable provisions of Nevada law.

E. Powers of Association. The Association, may through the Board, exercise all duties, obligations, powers, rights and discretion as granted to the Association by its Article of Incorporation, the Bylaws, this Amended Declaration and the Statute, including, by way of example and without limitation:

1. Adopt, amend, enforce and exercise all powers granted by the Governing Documents.
2. Adopt, amend and enforce Rules and Regulations, Guidelines and Policies without first obtaining Membership approval or consent, unless prohibited by the Statute.
3. Adopt, amend and enforce fines, penalties, assessments and other charges against Owners and to reimburse the Association for the costs of enforcement of any provision of the Governing Documents, including interest, to the full extent allowed by the Statute.
4. Adopt and amend budgets in accordance with the Statute.
5. Maintain and repair the Common Area.
6. Purchase, maintain, repair or sell any equipment, materials and supplies necessary to undertake its duties, obligations, powers and rights under the Governing Documents and the Statute.
7. Collect assessments for common expenses from the Owners.
8. Invest funds of the Association to the extent allowed by the Statute.

9. Hire and discharge a community manager and other employees, agents and independent contractors, and prescribe such powers and duties for them as may not be inconsistent with the Statute, the Articles of Incorporation or the Bylaws, to fix their compensation, and require from them security for faithful service.
10. Institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more units' owners on matters affecting the Development or Association.
11. Make contracts and incur liabilities to the full extent allowed by the Statute.
12. Borrow money and incur up to a maximum of \$500,000 indebtedness for the purpose of the Association, and to cause to be executed and delivered, in the Association name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities.
13. Appoint an executive committee and other committees, and to delegate to the executive committee or the community manager any of the powers and authority of the Board in the management of the business and affairs of the Association, except the power to declare dividends and to adopt, amend or repeal Bylaws.
14. Enter grounds of a unit to conduct maintenance or remove or abate a public nuisance as allowed by the Statute.
15. Obtain insurance on behalf of the Association, Board, and Committee;
16. Regulate the use, maintenance, repair, replacement and modification of common elements.
17. Cause additional Improvements to be made as a part of the common elements.
18. Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property to the full extent allowed by the Statute.
19. Grant easements, leases, licenses and concessions through or over the Common Area.
20. Impose and receive any payments, fees or charges for the use, rental or operation of the common elements, and for services provided to the Owners.
21. Impose charges for late payment of assessments.
22. Impose construction penalties when authorized by the Statute.
23. Impose reasonable fines for violations of the Governing Documents of the Association.
24. Impose reasonable charges for the preparation and recordation of any amendments to the Governing Documents or any statements of unpaid assessments, and impose reasonable fees, not to exceed the amounts authorized by the Statute for preparing and furnishing the Governing Documents and certificate required by the Statute.
25. Provide for the indemnification of the Associations Board members and to maintain directors and officers liability insurance.
26. May assign its right to future income, including the right to receive assessments for common expenses, to the extent authorized by the Board;
27. Exercise all other powers that may be exercised in Nevada by Non-profit Cooperative Corporations.
28. Direct the removal of vehicles improperly parked on property owned by the Association, as authorized by the Statute.

29. May exercise any other powers necessary and proper for the governance and operation of the Association.

In exercising these powers, the Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for a violation of this Amended Declaration, the Bylaws or its Rules and Regulations, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

- a) The Association's legal position does not justify taking any or further enforcement action;
- b) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with current law;
- c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- d) It is not in the Association's best interests to pursue an enforcement action.

The executive Board shall act in a consistent manner, however their decision not to pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.

VI. ASSESSMENTS.

A. General. Pursuant to the powers granted to it in its Articles and Bylaws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all lots in the development, including those of Declarant. The Board of Directors of the Association is authorized to create not more than six (6) different assessment categories to take into account different locations of the assessed properties and different anticipated uses of the facilities maintained by the Association, and such other factors as deemed relevant by the Board of Directors of the Association. Promptly on this provision becoming effective, the Board of Directors shall determine an assessment category for all developed areas of the Caughlin Ranch and promptly on each new area of the Caughlin Ranch being developed, the Board of Directors shall determine the assessment category for such new area. An assessment category, once established by the Board of Directors may only be changed by a vote of 70% of the outstanding membership voting power at a meeting called for that purpose. On creation of each assessment category the Board of Directors shall determine the assessment for that category. Once so established, any changes in assessments shall be applied to each assessment category on an equal percentage basis. There shall be no assessments by the Association for maintenance of and/or repair to improvements within the areas held in undivided interests within multiple family residential areas (land owned in common). All costs and expenses incurred in connection with operation, maintenance, repair (including all taxes) or making improvements on areas held in undivided interests within multiple family residential areas shall be borne by the owners of units within the multiple family area and not the Association.

B. Annual Assessments. Within ninety (90) days prior to the commencement of each calendar year, the Board shall consider the current and future needs of the Association and in light of those needs shall fix by resolution the amount of annual assessment for purposes other than capital improvements or major acquisitions to be levied against each Lot in the Development, which amount shall be a debt of the Owner thereof at the time such charge is made except as set forth in Section 6 below respecting new units. Annual assessments may be paid quarterly in January, April, July, and October on the first day of each of said months or monthly, as determined by the Board.

C. Special Assessments. Special assessments may be made by the Board upon an affirmative vote of a majority of the Members of the Association whose Lots are to be so assessed, upon a determination by the Board that such assessment is necessary for capital improvement to Association property or for purposes related to the health, safety and/or welfare of such Lot Owners or for the acquisition of additional Association property or for the benefit of the Association Members. No such special assessment shall be levied without first having a hearing of the Members affected thereby on at least twenty (20) days written notice to such Members. Special assessments may be made by the Board without notice or hearing against any Lot to secure the liability of the Owner thereof to the Association for any breach of the provisions of the Declaration by such Owner, which breach shall require the expenditure of funds by the Association by virtue of such breach. The amount of any special assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board.

D. Reserve Assessment. Pursuant to NRS 116.3115(2) (b), the Board, without seeking or obtaining the approval of the Members of the Association, may impose any necessary and reasonable assessments against each Lot and Owner to establish adequate reserves for the repair, replacement and restoration of the major components of the Development which the Association is obligated to maintain, repair, replace or restore or to establish or to carry out or establish a funding plan for such repair, replacement and restoration.

E. Notice. The Association shall mail, or cause to be mailed to each Owner whose Lot is assessed written notice of each annual, special or reserve assessment and the time and manner for payment thereof at least two (2) weeks prior to the time that such assessment or any installment thereof is due and payable to the Association.

F. New Units. The Lots in new units created by the recordation of a map in the office of the Washoe County Recorder showing such units shall be subject to pay the next installment of the previously established annual, special or reserve assessment due after first sale of a single family Lot by the Developer thereof.

G. Exempt Property. The following property shall be exempt from payment of assessments:

1. Any Common Areas;
2. Any property dedicated to and accepted by any government entity or public utility (including easements);
3. Any property owned by the Association.

H. Collection and Lien. The Association has a lien on any Lot as allowed by law, including without limitation, for the following amounts:

1. Any construction penalty that is imposed against the unit's Owner pursuant to the Act;
2. Any assessment, including, without limitation, annual, special or reserve assessments, levied against that unit;
3. Any fine imposed against the unit's Owner;
4. Any penalties, fees, charges, late charges, costs, fines and interest which are allowed to be a lien under the Statute.

I. Priority of Lien. Conveyance of any Lot shall not affect any lien in favor of the Association or assessments due the Association. The Association's lien shall be prior to all other liens and encumbrances on a Lot or unit except as expressly set forth in the Statute. The Association's lien has priority over any sub-association's lien.

J. Enforcement. The lien provided for herein may be enforced pursuant to the terms of the Statute and all statutes referenced in the Statute, including, without limitation, NRS Chapter 107. The Association may be a bidder at the foreclosure sale and use any portion of any outstanding indebtedness due the Association as a credit bid at the sale. The Association may, but is not required to, accept a deed in lieu of foreclosure.

K. Proof of Payment. Upon request by an Owner, the authorized agent of the unit's Owner or the holder of a security interest on the Lot may request a statement of demand from the Association. The Association shall furnish a statement in response to the request including the amount of the monthly assessment for common expenses and any unpaid obligation of any kind, including, without limitation, management fees, transfer fees, fines, penalties, interest, collection costs, foreclosure fees and attorney's fees currently due to the extent required by the Statute and may charge a fee to furnish the statement of not more than authorized under the Statute.

L. Consequences of Delinquency. A Member whose assessments are delinquent shall not be in good standing and shall not be qualified to vote, to be a candidate as a member of the Board, to be an officer of the Board, and shall not be entitled to rights and privileges of Members until the assessments are fully paid.

M. Attorney's Fees and Costs. The Association is entitled to collect attorney's fees and fees and costs to cover the cost of collecting any past due obligation to the fullest extent allowed by the Governing Documents, the Statute and Nevada law regardless of whether the past due obligation is collected by the Association itself, or any person acting on behalf of the Association. The limitations of fees and costs recoverable by regulation, if any, shall be included in the Association's Violation & Fine Policy and Construction Penalty Schedule.

N. Fiscal Year. The Board may adopt a fiscal year other than the calendar year.

VII. FINES AND PENALTIES

A. General. Owners shall be responsible for the actions of their tenants, guests, and any other person(s) deriving their right to use the Common Areas from the Owners. Owners shall also be responsible for ensuring their tenants, guests and invitees are aware of, and comply with, the Rules & Regulations and Governing Documents. If an Owner, a tenant or an invitee of an Owner violates any provision of the Governing Documents, the Board may impose a fine against the Owner, the tenant or the invitee of the Owner to the fullest extent allowed by the Statute and the Association's Violation & Fine Policy and Construction Penalty Schedule as adopted from time to time by the Board.

B. Construction Penalties. The Association may impose and enforce a construction penalty against an Owner who fails to adhere to a schedule or requirements of the Board or Committee for the commencement, completion, or issuance of a permit for the construction of a unit or an improvement on any Lot in accordance with the Violation & Fine Policy and Construction Penalty Schedule.

C. Enforcement Procedures. The Association will comply with the Statute and the Association's Violation & Fine Policy and Construction Penalty Schedule when imposing any fine or construction penalty against the Owner, the tenant or the invitee of the Owner. Failure to pay any fine or construction penalty shall be deemed to be a continuing violation of the Rules & Regulations of the Association. Fines may be collected in like manner as delinquent assessments and, until paid, shall constitute a lien on the Lot of the Owner in like manner as a delinquent assessment, and may be enforceable as such in accordance with the provisions of the Governing Documents and the Statute.

D. Foreclosure of Lien. The Association may foreclose a lien by sale based on a fine or penalty for a violation of the Governing Documents to the extent such foreclosure is not prohibited by the Statute.

E. Appointment of Committee. The Board may appoint a committee, with not less than three members, to conduct hearings on alleged violations and to impose fines and construction penalties. While acting on behalf of the Board, the committee and its members are entitled to all privileges and immunities and are subject to all duties and requirements of the Board and its members.

VIII. EASEMENTS

A. Reservation. The following easements also constituting irrevocable licenses over each Lot or Parcel and the Common Areas and the right of ingress and egress to the extent reasonably necessary to exercise such easements and irrevocable licenses are reserved for the benefit of the Association, the Lot and Parcel Owners, and their successors and assigns.

1. Utilities. Such utility easements as are shown on maps of various units within the Development recorded from time to time together with the right to extend all utility services within such easements to other areas being developed within the Development itself for the installation, maintenance and operation of all utilities,

including street lights and the accessory right to locate or to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance and operation.

2. Shoreline Maintenance. A ten (10) foot wide strip coincident with the shoreline of any pond or watercourse in the Development for the purpose of shoreline clean-up and maintenance, if any.
3. Slope and Drainage. A ten (10) foot wide easement across all Lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.
4. Paths, Trails and Greenbelts. An easement on, over and under all paths, trails and greenbelts in the Development for the purpose of installing, maintaining and operating utilities thereon or there under to all portions of the over-all of the Development for purposes of drainage control; for access to any Lot or Parcel within the Development; and for the purposes of maintenance of such paths, trails and greenbelts and for providing access to undeveloped portions of the Development for any and all purposes at any and all times, including, but not by way of limitation, the right to use said paths, trails and greenbelts during construction of Improvements on undeveloped portions of the Development and as may be necessary from time to time in connection with maintenance and repair and operation of any lake, ditch or stream.
5. Other Easements. Any other easements shown on the maps of the Development recorded from time to time with the Washoe County, Nevada Recorder.
6. Transfer of Easements. A conveyance of Common Areas to the Association shall transfer to such Association all easements herein reserved to Declarant which are necessary or convenient to the obligation of the Association to carry out its duties prescribed herein and in its Governing Documents which transfer shall not diminish the rights in and to said easements herein reserved.

B. Use or Maintenance by Owners. The areas of any Lot affected by the easements reserved herein shall be landscaped and maintained continuously by the Owner of such Lot, but no Improvements shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

C. Liability for Use of Easement. No Owner shall have any claim or cause of action against the Association or their respective successors and assigns arising out of the use or nonuse of any easement reserved hereunder or shown on any map of the Development, and such easements shall continue to exist despite the nonuse of the same.

D. Modification. None of the easements and rights granted under this may be modified, terminated or abridged without the written consent of the persons in whose favor such easements run.

IX. ANNEXATION

A. Property to be Annexed. Additional units may from time to time be annexed to the Association by filing a supplemental Amended Declaration adopting this Amended Declaration, provided that only such units as constitute portions of the Development may be annexed.

B. Manner of Annexation. A Declarant shall effect such annexation by recording a map of the real property to be annexed and by recording a supplemental Amended Declaration which shall:

1. Describe the real property being annexed and designate the permissible uses thereof;
2. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Amended Declaration; and
3. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property. Upon the recording of such map and supplemental Amended Declaration, the annexed area shall become a part of the Development and shall be subject to the provisions hereof, as supplemented, as fully as if such area were part of the Development on the date of recording of this Amended Declaration.

X. REMEDIES.

A. Enforcement. The Association, and each person to whose benefit the Amended Declaration inures, including each Owner, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Amended Declaration, and the court in such action may award the successful party reasonable attorneys' fees. If funds are required to commence an action, a special assessment may be imposed on the Lots affected to cover such costs. In addition, the Board may from time to time adopt Rules & Regulations, Violation & Fine Policy and Construction Penalty Schedule to address violations of the Governing Documents.

B. Suspension of Privileges. The Board may suspend all privileges, and rights of any Owner, including without limitation, voting rights and all rights to use the Association's Common Areas, for any period during which the Owner is in violation of the Governing Documents.

C. Cumulative Rights. In addition to the remedies provided for herein, the Association and any Owner may enforce the provisions of the Governing Documents as provided for in the Statute and as prescribed by Chapter 38 of the Nevada Revised Statutes. The remedies specified in the Governing Documents and the Statute are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure of the Association to invoke an available remedy in respect of a violation of any provision of the Governing Documents shall be held to be a waiver by the Association of any right available to the Association, or upon the recurrence or continuance of said violation or the occurrence of a different violation.

XI. GRANTEE'S ACCEPTANCE. Each grantee or purchaser of any Lot or Parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot or Parcel, accept such deed or contract upon and subject to each and all of the provisions of this Amended Declaration and to the jurisdiction, rights, powers privileges and immunities of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to keep, observe, comply with and perform all of the provisions of this Amended Declaration.

XII. SEVERABILITY. Every provision of this Amended Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect, and the invalid or unenforceable provision shall be deemed amended to the extent necessary to be valid or enforceable. If any provision in the Governing Documents violates the provisions of the Statute, the Statute shall prevail.

XIII. CAPTIONS. Paragraph captions in this Amended Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XIV. TERM AND AMENDMENT. The provisions of this Amended Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until the common-interest community is terminated pursuant to the Statute or is amended. This Amended Declaration may be amended in accordance with the Statute by at least a majority of the vote of the unit Owners and the Board.

XV. INTERPRETATION. The Association shall have sole right and authority to interpret any of the provisions of this Amended Declaration, which interpretation shall, so long as the same is not arbitrary or capricious, be conclusive.

XVI. RESERVATION OF RIGHTS. Notwithstanding anything herein, the Association reserves all rights and discretion it has under the Statute as an Association created prior to January 1, 1992 including, without limitation, those set forth in NRS 116.1201(3) and NRS 116.1206(2).

IN WITNESS WHEREOF, the Association has executed this Amended Declaration the day and year first above written.

BY: CAUGHLIN RANCH HOMEOWNERS ASSOCIATION,
a Nevada non-profit corporation

By: *[Signature]*
Its: President *Anthony Termini*

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 10th day of December, 2015, personally appeared before me, a Notary Public who acknowledged that he executed this Amended Declaration of Protective Covenants on behalf of the Caughlin Ranch Homeowners Association.

Kenneth J. Tretheway
Notary Public

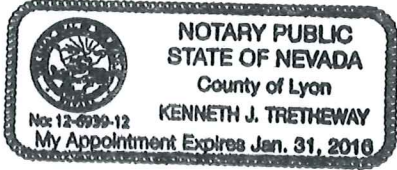


EXHIBIT "1"
SUPPLEMENTAL AMENDED DECLARATIONS

Alum Creek - Supplemental Declaration recorded 11/24/1987 as document no. 1208610.

Alum Creek HOA - Declaration of Protective Covenants, Conditions, Restrictions and Easements for Alum Creek Patio Homes Subdivision recorded 9/19/1991 as document no. 1155350; Declaration of Protective Covenants, Conditions, Restrictions and Easements for Alum Creek Patio Homes Subdivision Units Two and Three recorded 9/19/1991 as document no. 1509893; and First Supplemental Declaration of Protective Covenants, Conditions, Restrictions and Easements for Alum Creek Patio Homes Subdivision and Consent of Owners recorded 4/15/1992 as document no. 1563054.

Castle Ridge 1 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Castle Ridge, Unit One) recorded 6/16/1994 as document no. 1807441; First Amendment to the Supplemental Declaration of Protective Covenants, Caughlin Ranch (Castle Ridge, Unit One) recorded 9/8/1994 as document no. 1831374; and Second Amendment to the Supplemental Declaration of Protective Covenants, Caughlin Ranch (Castle Ridge, Unit 1) recorded 12/19/1995 as document no. 1951300.

Castle Ridge 2 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Castle Ridge, Unit Two) recorded 11/22/1995 as document no. 1944442; and First Supplement to the Supplemental Declaration of Protective Covenants, Caughlin Ranch (Castle Ridge - Unit Two) recorded 5/21/1997 as document no. 2099860.

Castle Ridge 3 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Castle Ridge Unit Three recorded April 17, 1997 as document no. 2089945

Castle Ridge 4 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Castleridge Unit 4A) recorded 4/6/1999 as document no. 2325744.

Castle Ridge 5 - Supplemental Declaration of Protective Covenants Caughlin Ranch Castleridge Unit 5 (Pinehaven Phase 2) recorded 10/19/2000 as document no. 2492282.

Castle Ridge 6 - Supplemental Declaration of Protective Covenants Caughlin Ranch Castleridge Unit 6 recorded 10/19/2000 as document no. 2492281; First Amended and Restated Supplemental Declaration of Protective Covenants Caughlin Ranch (Castleridge Unit No. 6) recorded 12/8/2001 as document no. 2625575; and Second Amended and Restated Supplemental Declaration of Protective Covenants Caughlin Ranch (Castleridge Unit No. 6) recorded 6/29/2000 as document no. 2460144.

Castle Ridge 7 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Castleridge Unit 7 (Pinehaven Phase 3) recorded 7/31/2001 as document no. 2574371.

Caughlin Creek 1 – Declaration of Protective Covenants of Caughlin Creek recorded 7/3/1986 as Document No. 1082951, Supplemental Declaration dated 7/3/1986 as document no. 1082950;

Supplemental Declaration of Protective Covenants, Caughlin Ranch recorded 7/12/1991 as document no. 1493640; and Supplemental Declaration of Protective Covenants Caughlin Creek recorded 7/12/1991 as document no. 1493641

Caughlin Creek 2A - Supplemental Declaration recorded 11/1/1988 as document no. 1284730 and Amendment to Declaration of Protective Covenants Caughlin Creek recorded 1/19/1996 as document no. 1959914.

Caughlin Creek 2B - Supplemental Declaration (Caughlin Ranch Amended Declaration) recorded 11/22/1989 as document no. 1364186.

Caughlin Creek 4 - Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 2/28/1996 as document no. 1971751 and Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Creek Unit 4) recorded 6/26/1996 as document no. 2007121.

Caughlin Creek 5 - Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 2/28/1996 as document no. 1971751 and Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Creek, Unit 5) recorded 5/16/1997 as document no. 2098747.

Caughlin Creek 6 - Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 2/28/1996 as document no. 1971751 and Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Creek, Unit 6) recorded 3/12/1998 as document no. 2188098.

Caughlin Creek 7 - Supplemental Declaration of Protective Covenants, Caughlin Ranch as document no. 2007123.

Caughlin Crest - Supplemental Declaration recorded 12/15/1987 as document no. 1212969 and Amendment to Supplemental Declaration recorded March 1, 1988 as document no. 1229341.

Caughlin Glen 1 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Glen – Unit One) recorded 10/13/1994 as document no. 1840844 and First Amendment to Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Glen, Unit One) recorded 12/19/1995 as document no. 1951298.

Caughlin Glen 2 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Glen – Unit Two) recorded 5/26/1995 as document no. 1896435 and First Amendment to the Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Glen, Unit Two) recorded 12/19/1995 as document no. 1951299.

Commercial - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Crossing Commercial Center and Caughlin Cottages) recorded 3/26/1993 as document no. 1658472.

Cottages 1 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Crossing Commercial Center and Caughlin Cottages) recorded 3/26/1993 as document no. 1658472; Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 7/26/1995 as document no. 1911074; Supplemental Declaration of Protective Covenants Caughlin Ranch (Caughlin Cottages, Unit One) recorded 9/6/1995 as document no. 1923202; Supplemental Declaration of Protective Covenants Caughlin Ranch (Caughlin Cottages, Unit One) First Revision recorded 1/30/1996 as document no. 1962987; and Supplemental Declaration of Protective Covenants Caughlin Ranch (Caughlin Cottages, Unit One) Second Revision recorded 5/6/1996 as document no. 1991977.

Cottages 2 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Crossing Commercial Center and Caughlin Cottages) recorded 3/26/1993 as document no. 1658472 and Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Cottages, Unit Two) recorded 5/6/1996 as document no. 1991978.

Cottages 3 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Crossing Commercial Center and Caughlin Cottages) recorded 3/26/1993 as document no. 1658472 and Supplemental Declaration of Protective Covenants, Caughlin Ranch (Caughlin Cottages, Unit Three) recorded 10/25/1996 as document no. 2042371.

Creekridge North 1 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Creekridge North, Unit 1 recorded 3/24/1995 as document no. 1880318 and Correction to the Supplemental Declaration of Protective Covenants, Caughlin Ranch Creekridge North, Unit One recorded 8/18/1995 as document no. 1917399.

Creekridge North 2 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Creekridge North, Unit 2 recorded 9/15/1995 as document no. 1925654.

Creekridge South 1 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Creekridge South, Unit 1 recorded 9/5/1997 as document no. 2132688; and Second Supplemental Declaration of Protective Covenants, Caughlin Ranch recorded 6/30/1999 as document no. 2356566.

Creekridge South 2 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Creekridge South, Unit 2 recorded 7/21/1999 as document no. 2363235.

Creekridge South 3 - Supplemental Declaration of Protective Covenants, Caughlin Ranch, Creekridge South, Unit 3 recorded 7/11/2001 as document no. 2573486.

Eastridge - Declaration of Protective Covenants Eastridge Subdivision Caughlin Ranch recorded 7/22/1985 as document no. 1010745; Amendment to Declaration of Protective Covenants Eastridge Subdivision Caughlin Ranch recorded 2/29/1988 as document no. 1229041; and Amendment to Supplemental Declaration of Protective Covenants Eastridge Subdivision recorded 9/21/2010 as document no. 3924754.

Eastridge 2 - Declaration of Protective Covenants Eastridge Subdivision Caughlin Ranch recorded 7/22/1985 as document no. 1010745; Supplemental Declaration recorded 10/17/1986 as document no. 1109270; and Amendment to Supplemental Declaration of Protective Covenants Eastridge Subdivision recorded 9/21/2010 as document no. 3924754.

Evergreen 1 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Evergreen) recorded 2/28/1994 as document no. 1770201.

Evergreen 2 – All that real property located in the Subdivision Tract Map 3192 in Book 220, Pages 10 and 11, and as contained in the Evergreen Unit Two Subdivision Map recorded on 9/29/1995 as Doc #1929847 in Book 4397, Page 908.

Evergreen 3 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Evergreen) recorded 2/28/1994 as document no. 1770201 and Amended Supplemental Declaration of Protective Covenants Caughlin Ranch (Evergreen) recorded 5/19/1994 as document no. 1798488.

Evergreen 4 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Evergreen) recorded 2/28/1994 as document no. 1770201 and Second Amendment to the Supplemental Declaration of Protective Covenants Caughlin Ranch Evergreen Unit 4 recorded May 26, 2000 as document no. 2450406.

Heritage on the Green 1 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Heritage on the Green Unit One) recorded 10/11/1991 as document no. 1515703 and Amendment to Supplemental Declaration of Protective Covenants Caughlin Ranch (Heritage on the Green Unit One) recorded 5/27/1992 as document no. 1574331.

Heritage on the Green 2 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Heritage on the Green Unit Two) recorded 9/11/1992 as document no. 1604520.

Heritage on the Green 3 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Heritage on the Green Unit Three) recorded 6/10/1993 as document no. 1681591.

Juniper Trails 1 - Supplemental Declaration recorded 8/9/1988 as document no. 1265504, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262.

Juniper Trails 2 - Supplemental Declaration recorded 4/1/1985 as document no. 988152, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262.

Juniper Trails 3 - Supplemental Declaration recorded as document no. 1016663, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262

Juniper Trails 4 - Supplemental Declaration recorded 5/5/1986 as document no. 1069076; and Addendum to Supplemental Declaration recorded 5/29/1986 as document no. 1074504, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262.

Juniper Trails 5 - Supplemental Declaration recorded 3/31/1987 as document no. 1151481; Amendment to Supplemental Declaration recorded 7/9/1987 as document no. 1176776, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262.

Juniper Trails 6 - Supplemental Declaration recorded 8/9/1988 as document no. 1265504; Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 11/28/1994 as document no. 1851932; Supplemental Declaration recorded 5/26/1988 as document no. 1248721, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262.

Juniper Trails 7A - Supplemental Declaration recorded 8/8/1984 as document no. 942122; Legal Description Juniper Trails Unit 7-A East Common Area recorded 3/12/1990 as document no. 1385489; Legal Description Juniper Trails Unit 7-A East Common Area recorded 3/12/1990 as document no. 1385490; Supplemental Declaration recorded 4/3/1990 as document no. 1390515; Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 11/28/1994 as document no. 1851932, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262.

Juniper Trails 7B - Supplemental Declaration of Protective Covenants, Caughlin Ranch recorded 5/22/1991 as document no. 1481433, Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 11/28/1994 as document no. 1851932, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262.

Juniper Trails 7C - Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 11/28/1994 as document no. 1851932, Supplemental Declaration of Protective Covenants Caughlin Ranch recorded 11/28/1994 as document no. 1852165, and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded May 22, 1996 as document no. 1997262.

Juniper Trails 7D - Supplemental Declaration of Protective Covenants Caughlin Ranch recorded 9/19/1996 as document no. 2031634.

Juniper Trails 9A - Supplemental Declaration of Protective Covenants Caughlin Ranch Canyon Edge (Juniper Trails 9A) recorded 4/15/2005 as document no. 3198834.

Juniper Trails 9B - Supplemental Declaration of Protective Covenants Caughlin Ranch Canyon Edge (Juniper Trails 9B) recorded 4/13/2007 as document no. 3520797.

Mayberry Meadows 1 - Supplemental Declaration re-recorded 4/8/1986 as document no. 1063038.

Mayberry Meadows 2 - Supplemental Declaration re-recorded 4/8/1986 as document no. 1063038.

Mayberry Meadows 3 - Supplemental Declaration re-recorded 4/8/1986 as document no. 1063038.

Mayberry Meadows 4 - Supplemental Declaration recorded 3/5/1990 as document no. 1384137; Declaration of Restrictions of Mayberry Meadows Unit Four-A and Four-B recorded 5/15/1990 as document no. 1399935; and Amendment of Declaration of Restrictions of Mayberry Meadows Unit Four-A and Four-B recorded 6/12/1990 as document no. 1405950.

Promontory Pointe - Supplemental Declaration recorded 5/26/1988 as document no. 1248721; Declaration of Protective Covenants recorded 5/26/1988 as document no. 1248722; and Amendment to Declaration of Protective Covenants Caughlin Ranch recorded 11/28/1994 as document no. 1851932.

River Run - Supplemental Declaration recorded as 4/23/1985 document no. 992237; Second Amended Declaration of Covenants, Conditions, and Restrictions for River Run Unit 1 a Condominium Project recorded 4/26/1985 as document no. 993228; Supplemental Declaration recorded 3/17/1986 as document no. 1058590; and First Amendment to the Second Amended Declaration of Covenants, Conditions, and Restrictions River Run Homeowners Association recorded 3/2/1998 as document no. 2184531.

Seasons IV - Supplemental Declaration of Protective Covenants Caughlin Ranch Seasons IV recorded 1/10/2003 as document no. 2788913.

Traditions 1 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Traditions, Unit One) recorded 1/12/1995 as document no. 1863523; and First Amendment to the Supplemental Declaration of Protective Covenants, Caughlin Ranch (Traditions, Unit One) recorded 6/23/1995 as document no. 1902838.

Traditions 2 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Traditions, Unit Two) recorded 6/30/1995 as document no. 1905077.

Traditions 3 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Traditions, Unit Three) recorded 7/29/1996 as document no. 2015987.

Vantage Point 1 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Vantage Point at Caughlin Ranch – Unit One) recorded 7/15/1993 as document no. 1692470; and Supplement to Supplemental Declaration of Protective Covenants Caughlin Ranch (Vantage Point to Caughlin Ranch – Unit One) recorded 8/17/1993 as document no. 1702949.

Vantage Point 2 - Supplemental Declaration of Protective Covenants Caughlin Ranch (Vantage Point at Caughlin Ranch – Unit Two) recorded 10/15/1993 as document no. 1722169 and First Supplement to Supplemental Declaration of Protective Covenants Caughlin Ranch (Vantage Point at Caughlin Ranch – Unit Two) recorded 5/31/1994 as document no. 1802035.

Vantage Point 3 - Supplemental Declaration of Protective Covenants, Caughlin Ranch (Vantage Point at Caughlin Ranch – Unit Three) recorded 5/13/1994 as document no. 1796744.

Village Green - Supplemental Declaration recorded 11/22/1989 as document no. 1364410.

Vista Point - Declaration of Covenants Conditions and Restrictions Caughlin Ridges Unit No. 1/Vista Pointe recorded 11/18/1985 as document no. 1034827 and Supplemental Declaration of Covenants, Conditions and Restrictions Caughlin Ridges Unit No. 1/Vista Point recorded 9/23/1986 as document no. 1102326.

West Point 1 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Westpoint Unit One recorded 2/21/1992 as document no. 1548257 and Amendment to Supplemental Declaration of Protective Covenants, Caughlin Ranch Westpoint Unit One recorded 5/10/1994 as document no. 1795598.

West Point 2 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Westpoint Unit Two recorded 11/2/1992 as document no. 1618399 and Amended Supplemental Declaration of Protective Covenants, Caughlin Ranch Westpoint Unit Two recorded as document no. 1652729.

West Point 3 - Supplemental Declaration of Protective Covenants, Caughlin Ranch Westpoint Unit 3 recorded as document no. 1768621 and First Amendment to the Supplemental Declaration of Protective Covenants, Caughlin Ranch (Traditions, Unit One) recorded 6/23/1995 as document no. 1902838.

Whispering Pines - Supplemental Declaration of Protective Covenants, Caughlin Ranch Whispering Pines recorded 10/23/2002 as document no. 2752815.

EXHIBIT "A"

CERTIFIED RESOLUTION ADOPTING AMENDED CC&R'S OF THE CAUGHLIN RANCH HOMEOWNER'S ASSOCIATION

The undersigned, Anthony Termini, President of the Caughlin Ranch Homeowners Association, a Nevada Non-Profit Cooperative Corporation without stock ("Association"), hereby certifies that a majority of the Members of the Association have voted to approve the Amended CC&R's as further set forth below as of November 16, 2015.

WHEREAS, all property within the Caughlin Ranch development is governed by the Declaration of Protective Covenants Caughlin Ranch, recorded as Document No. 942122 in the Official Records of Washoe County, Nevada along with the Supplement Declarations, which have been recorded from time to time, to annex properties into the Caughlin Ranch development, and Subsequent Amendments, which have been recorded from time to time, to modify the original declaration which are all collectively referred to herein as the "Declaration";

WHEREAS, the Association prepared the Amended Declaration of Covenants, Conditions and Restrictions Caughlin Ranch Homeowners Association ("Amended CC&R's") to update and simplify the Declaration;

WHEREAS, the Association informed the unit owners that a vote would be taken on whether to approve the Amended CC&R's by ballot, without a meeting, and provided the ballot ("Ballot") and the Amended CC&R's to each owner of a lot within the development ("Member" or "Membership");

WHEREAS, a majority vote of all Members in Caughlin Ranch is required to approve the proposed amendment to the CC&Rs, provided no amendment to the assessment categories of the Declaration would be made;

WHEREAS, the Association notified each Member that Fifty percent (50%) of the Members eligible to vote, plus one (1) additional eligible Member, must vote to approve or reject the Amended CC&R's. Therefore, the number of responses needed to approve or reject the Amended CC&R's for both the residential and non-residential land use parcels was 1,135 ("Required Votes").

WHEREAS, the Association notified each Member that the Ballot must be delivered to Caughlin Ranch's CPA firm; McClintock Accountancy Corporation at: P.O. Box 6179, Tahoe City, CA 96145 no later than Monday, November 16, 2015 ("Due Date") to be counted.

WHEREAS, the Association received One Thousand Two Hundred Sixty Eight (1,268) completed Ballots by the Due Date. One Thousand One Hundred Forty Four

(1,144) Members voted in favor of approving the Amended CC&R's, and One Hundred Twenty Four (124) Members voted opposing approval of the Amended CC&R's; and,

WHEREAS, the Ballots received by the Due Date meets the Required Votes to approve adoption of the Amended CC&R's;

NOW, THEREFORE BE IT RESOLVED, that the President, on behalf of the Association, hereby certifies that the Required Votes have been received to approve and adopt the Amended CC&R's;

BE IT FURTHER RESOLVED, that the President shall cause the Amended CC&R's to be recorded in the Washoe County Recorder's Office, and to mail the Amended CC&R's to the mailing address of each unit within the development, or to any other mailing address designated in writing by the unit's owner, within 30 days of the recording of the Amended CC&R's as set forth in NRS 116.12065; and

BE IT FURTHER RESOLVED, that each property within Caughlin Ranch be subject to, and governed by, the Amended CC&R's.

IN WITNESS WHEREOF, the undersigned has affixed his signature to the Certified Resolution as of this 10th day of December, 2015.

CAUGHLIN RANCH HOMEOWNERS ASSOCIATION,
a Nevada non-profit corporation

By: *Anthony Termini*
President *Anthony Termini*

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 10th day of December, 2015, personally appeared before me, a Notary Public, who acknowledged that he executed the foregoing on behalf of the Caughlin Ranch Homeowners Association.

Kenneth J. Tretheway
Notary Public

