



KAREN ELLISON, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: JOB'S PEAK RANCH HOA

Address: 220 SHERIDAN CREEK CT

City/State/Zip: GARDNERSVILLE NV 89460

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

RESTATEMENT OF CC&K's

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

___ Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

___ Judgment – NRS 17.150(4)

___ Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

REPLACES 1997 CC&K's DOCUMENT NUMBERS:

413179, 427651, 465850, 486266, 739114, 777630



RESTATEMENT OF. JOBS PEAK RANCH

**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

Jobs Peak Ranch Community Association
Gardnerville, Nevada. 89460

TABLE OF CONTENTS

PART ONE: INTRODUCTION TO THE COMMUNITY

I	Creation of the Community	
1.1	Background and Intent	Page 2
1.2	Binding Effect	Page 3
II	Concepts and Definitions	
2.1	Defined Terms	Page 3
2.2	Interpretation of Restatement	Page 6

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

III	Use and Conduct	
3.1	Framework for Regulation	Page 6
3.2	Rulemaking Authority	Page 7
3.3	Owners' Acknowledgement and Notice to Purchasers	Page 8
3.4	Restrictions on Use, Occupancy and Transfer of Units	Page 8
IV	Maintenance and Repair	
4.1	Owner's Obligation of Maintenance and Repair	Page 9
4.2	Repair and Restoration of Damaged Improvements	Page 9
4.3	Failure to Maintain, Repair, or Restore	Page 9
V	Architecture and Landscaping	
5.1	Improvements and Alterations	Page 10
5.2	Architecture and Landscape Review Authority	Page 10
5.3	Guidelines and Procedures	Page 11
5.4	Commencement and Completion of Construction	Page 13
5.5	Non-Compliance with Article V	Page 14
5.6	Waiver	Page 14
5.7	Certificate of Compliance	Page 15
5.8	Limitation of Liability	Page 15

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

VI The Association and its Members

6.1	Formation of Association	Page 16
6.2	Board of Directors	Page 16
6.3	Membership	Page 16
6.4	Limitation of Personal Liability; Indemnification	Page 17
6.5	Notices, Consents, and Approvals	Page 17

VII Powers and Duties of the Association

7.1	Powers Generally	Page 17
7.2	Acceptance and Control of Association Property	Page 17
7.3	Operation and Maintenance of Association Property	Page 18
7.4	Insurance	Page 18
7.5	Repair and Reconstruction of Association Property	Page 20
7.6	Enhancement of Safety and Security	Page 21
7.7	Inspection of Denitrification Systems	Page 21
7.8	Other Services	Page 22
7.9	Rights of Enforcement	Page 22
7.10	Rights of Entry	Page 23
7.11	Rights of Third-Party Water Rights Holders.....	Page 23

VII Association Finances

8.1	Budgeting and Allocating Common Expenses	Page 24
8.2	Special Assessments	Page 25
8.3	Uniform Rate of Assessment	Page 25
8.4	Authority to Levy Assessments; Time of Payment	Page 26
8.5	Personal Obligation and Agreement to Pay	Page 26
8.6	Statement of Account	Page 27
8.7	Collection of Assessments	Page 27
8.8	Lien for Assessments, Priority	Page 27

8.9	Enforcement of Lien	Page 28
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PART FOUR: RIGHTS OF PROPERTY OWNERS AND OTHERS

IX Easements

9.1	Easements for Owners	Page 28
9.2	Easements to Association	Page 29
9.3	Easements for Utilities and Infrastructure	Page 29

X Protection of Lenders

10.1	Encumbrance of Units and Subordination	Page 30
10.2	Non-Liability for Unpaid Assessments	Page 30
10.3	Notices	Page 30
10.4	Insurance Proceeds and Condemnation Awards	Page 31
10.5	Appearance at Meetings	Page 31
10.6	Examination of Records	Page 31

XI Rights of Enforcement; Third Party Beneficiaries

11.1	Rights to Enforce	Page 31
11.2	County as Third Party Beneficiary	Page 31

PART FIVE: CHANGES IN THE COMMUNITY AND GOVERNING DOCUMENTS

XII Changes in Common Elements

12.1	Transfer, Partition, or Encumbrance of Common Element	Page 33
12.2	Condemnation	Page 33

XIII Changes in Governing Documents

13.1	Amendment of Restatement	Page 34
13.3	Amendment of Other Governing Documents	Page 34

	Notarized Copy of the Execution of Declaration	Page 36
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EXHIBIT A: Legal Description Page A

EXHIBIT B: Restrictions on Use, Occupancy and Transfer of Units Page b

EXHIBIT C: Governing Documents and Information Resources Page c

**SECOND AMENDMENT TO AND
RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF JOB'S PEAK RANCH**

THIS SECOND AMENDMENT TO AND RESTATEMENT of the "Declaration of Covenants, Conditions, and Restrictions of Job's Peak Ranch" is made this 16th day of AUGUST, 2021, by the President and Secretary of the Job's Peak Ranch Community Association, Inc., a Nevada nonprofit corporation (hereinafter, the "Association"), as duly adopted by the requisite vote of the members thereof, based on the following recitals:

WHEREAS, the original "Declaration of Covenants, Conditions, and Restrictions for Job's Peak Ranch," was recorded on May 22, 1997, as Document No. 413179, at Book 0597, at Page 3892, and re-recorded as Document No. 427651, at Book 1297, at Page 0783, Official Records of Douglas County, Nevada (the "Declaration");

WHEREAS, the Declaration was amended by that instrument entitled "First Amendment to Declaration of Covenants, Conditions, and Restrictions for Job's Peak Ranch" (hereinafter, the "First Amendment") recorded on February 13, 2006, as Document No. 0667809, Official Records of Douglas County, Nevada, the terms of which are incorporated herein;

WHEREAS, the Association was established by the filing of Articles of Incorporation with the Nevada Secretary of State on November 7, 1997, Entity No. NV19971316236, as a Nevada domestic nonprofit corporation pursuant to NRS Chapter 82 to administer and enforce the Declaration and the other Governing Documents referred to in the Declaration.

WHEREAS, the original Declarant's control period over the Association expired and control of said Association transferred to the member-residents in July 2006;

WHEREAS, the subdivision has been completed by the recording in the Official Records of Douglas County of final maps for the approved six (6) phases of development, and no further residential lots can be created within the Job's Peak Ranch subdivision;

WHEREAS, the Association commenced litigation against the original Declarant in October 2009, which was settled by mutual agreement on October 11, 2016, that included the elimination of all Declarant's developmental rights set forth in the Declaration, which changes to the Declaration are incorporated herein; and

WHEREAS, the Board of Directors of the Association desires to restate the Declaration in its entirety in order for ease of interpretation and clarification of various matters that have occurred since the Declaration was recorded and have presented this Second Amendment to the Association members as an entire restatement of the Declaration, to be recorded and thereupon substituted for the Declaration in its place and stead (hereinafter, the "Restatement");

NOW, THEREFORE, the undersigned hereby acknowledge and certify, pursuant to Section 15.1 of Article XV of the Declaration, that the Owners (as defined in the Declaration) entitled to cast at least fifty-one percent (51%) of the total votes in the Association properly cast pursuant to Section 6.3(b) of the Declaration, do hereby amend and restate the Declaration in its entirety as follows:

PART ONE: INTRODUCTION TO THE COMMUNITY

This Restatement confirms it is intended to establish Job's Peak Ranch as a planned community and to provide for the creation and maintenance of various standards for appearance, use, conduct, architecture, and landscaping; to provide for the operation and preservation of Common Elements and improvements for the benefit of the property owners and residents; to provide for the development and expansion of the community; and to provide for the support and participation of the property owners in creating and maintaining a true sense of community life and spirit within Job's Peak Ranch that goes beyond the physical development and preservation of the land.

Article I The Community

1.1 Background and Intent.

The Association governs a total of 122 residential Units and Common Elements located on approximately 1080 acres of land situated in Douglas County, Nevada (the "Property"). On January 18, 1996, the original Declarant obtained approval from the Board of County Commissioners of Douglas County, Nevada for a tentative subdivision map of the Property and for a planned unit development under Case No. SUP 95-33. The list of current addresses and Douglas County APN's of the real property that is subject to the governing documents of the Association are described on Exhibit "A" and attached hereto which, together with the Common Elements of the Association, constitute the Property.

The terms of this Restatement continue the established governance structure and flexible system of standards and procedures for the overall development, expansion, administration, maintenance, and preservation of Job's Peak Ranch as a planned community, as defined in the Nevada Uniform Common-Interest Ownership Act, NRS Chapter 116, and as amended (the "Act").

The Association was formed to own, operate, and/or maintain various Common Elements and community improvements and to administer and enforce this Restatement and the other Governing Documents referred to in the Declaration and as have been or may be duly adopted from time to time.

1.2 Binding Effect.

All of the property in the Community shall be owned, conveyed, and used subject to the provisions of this Restatement, as it may be amended from time to time, which shall run with the title to such property and shall be binding upon all Persons having any right, title, or interest in any portion of the Community, their heirs, successors, successors-in-title and assigns, unless and until terminated in accordance with the procedures set forth in Section 116.2118 of the Act. However, no termination of this Restatement shall be effective to terminate any easement reserved or granted in this Restatement without the written consent of the holder of such easement.

If any provision of this Restatement is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

Article II **Concepts and Definitions**

2.1 Defined Terms.

The terms used in this Restatement generally are intended to have their normal, commonly understood meanings unless otherwise specified. Capitalized terms shall be defined as follows:

“Architectural and Landscape Council” or “ALC” means the Council created pursuant to Section 5.2.

“Architecture and Landscape Rules” means the rules adopted pursuant to Section 5.3, as they may be amended.

“Articles” or “Articles of Incorporation” means the Articles of Incorporation of Job’s Peak Ranch Community Association, Inc., as filed with the Secretary of State of the State of Nevada, as they may be amended.

“Association” means Job's Peak Ranch Community Association, Inc., a Nevada nonprofit corporation.

“Association Property” means all real and personal property now or hereafter owned or leased by, or otherwise made available for the primary use and benefit of, the Association, including, but not limited to, the Common Element.

“Association Rules” means such rules and regulations as the Board from time to time may adopt pursuant to Article III, a current copy of which is attached hereto as **Exhibit B** and incorporated as part of this Restatement by this reference.

“Board” or “Board of Directors” means the body responsible for administration of the Association, selected as provided in this Restatement and the Bylaws.

“Bylaws” means the Bylaws of Job’s Peak Ranch Community Association, Inc., as they may be amended, available to members and published on the Association website.

“Common Element” means all Common Element and open space as designated on any Final Subdivision Map of any portion of the Community. Property so designated may be reconfigured by the Association, subject to the approval of Douglas County.

“Common Element Improvements” shall mean all improvements, structures, and facilities constructed by Declarant or the Association within the Common Element, which may include, without limitation or obligation, any entry gates, streets, snow equipment and biomass storage areas, pedestrian paths and trails, and any community-oriented structure or area or caretaker’s facility. The streets to be constructed within the Community are intended to be private streets and are not designed or constructed to the standards and specifications of Douglas County and, therefore, are not intended or eligible as designed and constructed to be dedicated to Douglas County.

“Common Expenses” means the expenses incurred, or anticipated to be incurred, by the Association in performing its responsibilities and exercising its authority under the Governing Documents.

“Community” means the Property described on Exhibit “A” and such additional portions of the Property as are made subject to this Restatement in accordance with the terms and procedures set forth herein.

“Community Design Guidelines” or “CDG”, available to members and published on the Association website, means that certain document produced by Declarant and approved by the Douglas County Community Development Department, as amended from time to time, which provides comprehensive guidelines for the development of the Community.

“Community-Wide Standard” means the standard of conduct, maintenance, or appearance generally prevailing in the Community, to the extent that such standard is in compliance with the Community Design Guidelines, the Architecture and Landscape Rules, the Association Rules, and resolutions which the Board may adopt from time to time.

“Declarant” means Five Creek, L.L.C., a Nevada limited liability company designated as the Declarant in the Declaration.

“Design Manual” means the document which contains specific standards of design.

“Final Subdivision Map” means every final subdivision map which subdivides the Property or a portion thereof into Units pursuant to the provisions of NRS Chapter 278 and designates a percentage of the Common Element for open space, recorded in the office of the

County Recorder of Douglas County, Nevada, excluding any separate map or survey duly recorded to show the boundaries of the Common Element.

"Governing Documents" means this Restatement, the Bylaws, the Articles, the Community Design Guidelines, the Architecture and Landscape Rules, and any Association Rules as may be duly promulgated from time to time, as currently listed in **Exhibit C**, attached hereto.

"Improvements" means every structure and improvement of every type and kind, including, but not limited to, buildings, garages, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, patios, pools, landscaping, hedges, windbreaks, plantings, planted trees, shrubs, poles, signs, free-standing lighting fixtures, exterior air conditioning, and any other exterior equipment or fixtures that have been or may be constructed in the Community.

"Manager" means the Person designated by the Board to manage the affairs of the Community and to perform various other duties assigned by the Board and by the provisions of this Restatement.

"Member" means every Person who holds a membership in the Association pursuant to Article VI.

"Owner" means any Person that holds record title in fee simple to a Unit. The term shall not include any Person who holds an interest in a Unit merely as security for the performance of an obligation, such as a Mortgagee or a person who has contracted to purchase the Unit.

"Person" means an individual, a corporation, a partnership, a limited liability company, a trust or any other legal entity.

"Property" means all of the real property described in Section 1.1 above.

"Restatement" means this Second Amendment and Restatement of the Covenants, Conditions, and Restrictions for Job's Peak Ranch, and as may be amended pursuant to Article XIII.

"Secured Party" means the holder of any security interest as herein defined.

"Security Interest" means an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or contract for retention of title intended as security for an obligation.

“Tentative Subdivision Map” means that certain tentative subdivision map, Case Number TSM 2014 to develop Job’s Peak Ranch, approved by the Board of County Commissioners, Douglas County, Nevada, subject to the satisfaction of certain conditions, on January 18, 1996.

“Unit” means a physical portion of the common-interest community designated for separate ownership or occupancy, the boundaries of which are the platted, numbered Unit shown on any Final Subdivision Map for Phases 1 through 6 of the Community recorded in the Office of the County Recorder of Douglas County, Nevada, and intended for improvement with a single family dwelling and related improvements, whether or not so improved.

2.2 Interpretation of Restatement.

All references in this Restatement to the singular shall be deemed to include the plural, and vice versa, unless the context otherwise requires. References to the masculine, feminine, or neuter each shall be deemed to include the other, as the context requires. All captions or titles used in this Restatement are intended solely for the convenience of reference and shall not affect the interpretation of the provisions of any Section, subsection or other portion of this Restatement.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

The standards/or use and conduct, maintenance and repair, architecture and landscaping within Job’s Peak Ranch are what give the Community its identity and make it a place that people are proud to call “home.” Yet those standards must be more than a lengthy list of prohibitions and restrictions covering everything the mind can imagine. This Restatement sets forth certain basic standards, but also establishes procedures for rulemaking as a dynamic process which allows the community standards to evolve as the Community changes and grows, and as technology, environmental awareness and public perception change.

Article III Use and Conduct

3. 1 Framework for Regulation.

The Governing Documents establish, as part of the general plan of development for the Community, a framework of affirmative and negative covenants, easements, and restrictions, which govern the Community. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology which inevitably will affect Job’s Peak Ranch, its Owners, and residents. Toward that end, this Article establishes procedures for rulemaking as a dynamic process in order to permit the Board and the Members to address the unique needs and desires of the Community.

3.2 Rulemaking Authority.

(a) **Board Authority.** Subject to Section 3.2(e), the Board may, in the exercise of its business judgment, adopt, repeal, and modify reasonable rules governing matters of conduct and aesthetics and the activities of Owners, residents, and guests within the Community. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to any such action being taken.

(b) **Members' Authority.** Alternatively, subject to the limitations of Section 3.2(e), at any Association meeting duly called for such purpose, the Members may adopt, repeal or modify Association Rules by a vote of Members representing more than 50% of the total votes in the Association.

(c) **Notice; Opportunity to Disapprove.** Notice of any resolution of the Board or the Members adopting, repealing, or modifying Association Rules shall be sent to all Owners at least thirty (30) days prior to the effective date. The resolution shall become effective on the date specified in the notice unless (i) Members petition for a special meeting, in accordance with the Bylaws, to reconsider such resolution, and (ii) the resolution is disapproved at the meeting by Members representing more than 50% of the total votes in the Association.

(d) **Conflicts.** Nothing in this Article shall authorize the Board or the Members to adopt Association Rules which are inconsistent with, or which modify, repeal, or expand the Community Design Guidelines. In the event of a conflict between the Community Design Guidelines and the Association Rules, the Community Design Guidelines shall control.

(e) **Limitations.** The rulemaking authority granted above shall be subject to the following limitations:

(i) **Equal Treatment.** Similarly situated Owners shall be treated similarly.

(ii) **Household Composition.** No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants of a dwelling be members of a single housekeeping unit (as opposed to occupying separate rooms or apartments within the dwelling) and to limit the total number of occupants in each dwelling on the basis of the size of the dwelling and its facilities, and fair use of the Common Element.

(iii) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create

unsightly conditions visible from outside the dwelling, or that create an unreasonable source of annoyance to the occupants of other Units.

(iv) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of responsibility for Common Expenses among the various Units nor alter the rights to use the Common Element to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this paragraph shall prevent the Association from changing the Common Element available, from adopting generally applicable rules for use of the Common Element, or from denying use privileges to those who abuse the Common Element or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Article VIII.

(v) **Alienation.** No rule shall prohibit leasing or transfer of any Unit, or require the consent of any Person in order to lease or transfer any Unit; however, the Association requires a minimum lease term of twelve (12) months and may require that Owners use lease forms or language which the Board has approved. The Association may impose a reasonable fee on the lease or transfer of Units. Any Owner who may lease any Unit shall provide to such lessee full copies of the Governing Documents and require the lessee to execute and provide to the Board, if requested, an acknowledgment signed by such lessee of receipt of such copies and agreement to comply therewith.

(vi) **Existing Rights.** No rule shall require Owners to dispose of personal property which they maintained in or on their Units prior to the effective date of such rule or require any person to vacate a dwelling in which they resided prior to the effective date of such rule, if such property was maintained or such occupancy was in compliance with this Restatement and all rules previously in force.

The foregoing limitations shall apply to rules only; they shall not be construed as limitations on the scope of this Restatement or any amendments to this Restatement adopted in accordance with Article XIII.

3.3 Owners' Acknowledgment and Notice to Purchasers.

All Owners and prospective purchasers of Units in the Community are hereby given notice that their activities and conduct within the Community and on their Units may be limited by the Association Rules as they may be expanded and otherwise modified pursuant to this Section. The Association shall provide a copy of the current Association Rules to any Member or Mortgagee upon request and payment of the reasonable cost of such copy.

Further, all owners and prospective purchasers of units in the Community are given notice that a waiver of protest for the formation of a drainage/flood control assessment district is recorded as to the community property.

3.4 Restrictions on Use, Occupancy, and Transfer of Units.

Various restrictions on use, occupancy, and transfer of Units are set forth on Exhibit "B" attached hereto. Each Owner, by acceptance of a deed or other instrument granting an interest in any Unit, acknowledges that the use, occupancy, and transfer of such Owner's Unit is subject to such restrictions, as they may be expanded, modified, or otherwise amended in accordance with the procedures set forth in Article XIII.

Article IV

Maintenance and Repair

4.1 Owner's Obligation of Maintenance and Repair.

Every Owner shall maintain his or her Unit and the Improvements thereon in a good, clean and orderly condition and in a good state of repair consistent with the Community-Wide Standard and the residential appeal of the area. Each Owner shall keep all shrubs, trees, grass, and plantings on his or her Unit neatly trimmed, properly cultivated, and free from trash, weeds, or other unsightly material. Each Owner shall maintain all fire and fuel break areas on such Owner's Unit in accordance with applicable fire and safety codes.

Trees should be trimmed of all dead branches up to a minimum of fifteen (15) feet, preferably as high as practical. Slash piles (trimmings) which may have accumulated during or after the development of the Unit, and any dead trees, should be removed or chipped. If the Owner fails to accomplish removal in a timely manner, the Association reserves the right, with reasonable notice, to contract for the work and charge the Owner pursuant this Article IV or other appropriate provision.

4.2 Repair and Restoration of Damaged Improvements.

If any Improvement on a Unit is damaged or destroyed by fire or other calamity, such Owner shall proceed promptly to rebuild or repair the damage in a manner consistent with the Improvements as they existed immediately prior to the damage or destruction, or in accordance with alternative plans and specifications approved pursuant to Article V. Alternatively, the Owner may clear the Unit of all debris and ruins and shall thereafter maintain it in a neat and attractive condition consistent with the Community-Wide Standard.

Each Owner shall be responsible for maintaining adequate property insurance to cover the full replacement cost, less a reasonable deductible, of all insurable Improvements on such Owner's Unit. Failure to maintain adequate insurance coverage shall not relieve the Owner of its responsibilities under this Article IV.

4.3 Failure to Maintain, Repair, or Restore.

If any Owner fails to perform its responsibilities under this Article, the Board may notify the Owner as provided in Section 6.5 specifying the condition which needs correcting. If the Owner (a) fails to correct such condition within thirty (30) days after the Board gives written

notice; or (b) if such condition cannot reasonably be corrected within such thirty (30) day period, fails to commence such corrective work within such thirty (30) day period and thereafter diligently pursue it to completion within a reasonable time, then the Association shall have the right, but not the obligation, to perform such corrective work through its agents, employees, and contractors and to levy a special assessment against such Owner for all costs incurred, plus a reasonable administrative charge to discourage noncompliance, in the manner provided in Section 8.2(b).

Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any such corrective work performed or authorized by the Association. The Board shall not be required to undertake such corrective work, and neither the Association nor the Board nor any of the Association's agents, contractors, or employees shall be liable for failure to discover or exercise such right to maintain a Unit.

Article V Architecture and Landscaping

5.1 Improvements and Alterations.

No grading, excavation, fill work, removal of rocks or natural vegetation, or other site work, and no construction, demolition, or alteration of the exterior of Improvements on any Unit, or installation or removal of landscaping on any Unit, shall take place except in compliance with the Community Design Guidelines, the Architecture and Landscape Rules, and this Article.

5.2 Architecture and Landscape Review Authority.

(a) Each Owner, by accepting a deed or other instrument conveying any interest in a Unit, acknowledges that the Association has a substantial interest in ensuring that the homes and other Improvements built in the Community continue to enhance the natural environment of Job's Peak Ranch. Therefore, each Owner agrees that the Association shall have the exclusive right to exercise architectural control and review authority under this Article.

(b) Architectural and Landscape Council. The Association, acting through the ALC, has jurisdiction over architectural and landscape matters under this Article, subject to any limitations on such authority imposed by the Act or other applicable law.

(i) Composition. The ALC shall be appointed by the Board and shall consist of at least three (3), but not more than five (5), persons who shall be appointed to serve terms of three (3) years each. The Board may also appoint alternate members of the ALC for like terms to act in the absence or upon the disability of any regular member. All appointments shall be reflected in the minutes of the Board. Members of the ALC may be removed and replaced in the Board's discretion. The members of the ALC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, whose compensation, if any, shall be established from time to time by the Board.

(ii) **Meetings.** The Architectural and Landscape Council shall meet from time to time as necessary to perform properly its duties hereunder. The vote or written consent of a majority of the members shall constitute an act by the Architectural and Landscape Council unless the unanimous decision of its members otherwise is required by this Restatement. The Architectural and Landscape Council shall keep and maintain a record of all actions taken by it at its meetings or otherwise and a copy of approved plans and submittals.

(c) **Fees; Assistance.** For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. The Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of any such persons retained to assist the ALC in the Association's annual operating budget as a Common Expense. The Board may also reimburse members of the ALC for reasonable expenses incurred by them in the performance of any ALC function.

5.3 Guidelines and Procedures.

(a) **Guidelines and Rules.** The Community Design Guidelines are a concept of the guidelines for the development of Job's Peak Ranch. The architectural renderings and other graphical representations contained therein are offered as general visual aids in understanding the basic intent of the design standards. The illustrations are not intended to depict any actual or proposed homes or improvements in the Community.

From time to time and in its sole discretion, the Board may adopt, amend, and repeal rules and regulations to be known as "Architecture and Landscape Rules," interpreting and implementing the provisions of this Restatement and the Community Design Guidelines, setting forth in detail the fees to be charged for and procedures to be followed in submitting proposals to the Reviewer, and establishing additional design and construction criteria, consistent with the Community Design Guidelines, that such proposals must satisfy.

Any amendments to the Community Design Guidelines or the Architecture and Landscape Rules shall apply prospectively only and shall not be applied to require modifications to or removal of Improvements previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments; amendments may remove or increase requirements previously set forth or otherwise make the Community Design Guidelines or the Architecture and Landscape Rules more or less restrictive.

A copy of the Community Design Guidelines and the Architecture and Landscape Rules, as they may exist from time to time, shall be maintained by the Association and shall be available for inspection and copying by any Member upon reasonable notice during the Association's business hours.

The Community Design Guidelines and the Architecture and Landscape Rules are intended to provide guidance to Owners, their architects and builders regarding matters of particular concern to the Reviewer in considering applications hereunder; however, they are not the exclusive basis for decisions of the Reviewer and compliance with the Community Design Guidelines and Architecture and Landscape Rules does not guarantee approval of any application.

(b) Procedures. Prior to commencing any work within the scope of this Article, an Owner shall submit to the appropriate Reviewer an application for approval of the proposed work, any required fees, and plans and specifications for the proposed work, all in such form and at such times as this Restatement and the Architecture and Landscape Rules may specify. The Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factor it deems relevant, including, without limitation, quality of design and materials, harmony of external design and location with respect to existing structures, topography, and finished grade elevations. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are subjective and opinions may vary as to the desirability and/or attractiveness of particular Improvements.

All approvals or disapprovals hereunder shall be in writing; however, any request for approval that has not been rejected within sixty (60) days from the date of its submission to the Reviewer shall be deemed approved to the extent not inconsistent with the Community Design Guidelines and Architecture and Landscape Rules. Such time period shall be ninety (90) days if the plans are not prepared by a Nevada licensed architect or engineer. An approval may be conditioned upon the deposit by the Owner of a performance bond or cash deposit or some other form of financial assurance acceptable to the Reviewer to assure completion of the approved Improvements in accordance with the terms of the approval once construction of the Improvements is commenced and for the repair of any Common Element Improvements damaged during construction on the Owner's Unit based on specific circumstances of the Unit.

The Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as the building envelope, topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (i) be effective unless in writing; (ii) be contrary to this Restatement; or (iii) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, view advantage, or the terms of any financing shall not be considered a hardship warranting a variance.

The ALC may by resolution and with Board approval exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

5.4 Commencement and Completion of Construction.

(a) **Commencement of Work.** Upon receipt of approval from the Reviewer for any proposed work, the Owner shall, as soon as practicable, satisfy all of the conditions of the approval and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the plans and specifications as approved. In all cases, construction of the approved Improvements shall commence within twelve (12) months from the date of such approval. If the Owner fails to comply with this Section 5.4 approval shall be deemed revoked unless the Reviewer, upon written request by the Owner made before the expiration of the one-year period, extends the time for such commencement (which it shall not be obligated to do).

(b) **Completion of Work.** The Owner shall complete all work contemplated by the approved plans (except landscaping in connection with the initial construction of the dwelling) within eighteen (18) months after commencing construction or such extension of time as may be approved by the ALC, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other causes of *force majeure* beyond the control of the Owner or his agents. All landscaping in connection with the initial construction of a dwelling shall be completed as required in the ALC Rules. If the Owner fails to comply with this subsection (b), the ALC may notify the Board of such failure, and upon its receipt of such notice, the Board may proceed in accordance with the provisions of subsection (c) (ii) and (iii) below hereof as if the failure to complete the Improvement were a non-compliance with approved plans, or, if a bond, deposit, or undertaking was given, the Board may pursue its rights thereunder.

(c) Inspection of Work and Non-Compliance.

(i) An authorized representative of the Reviewer shall have access to the Unit while work on any Improvements is in progress to inspect for compliance with the approved plans. Upon the completion of all work and removal of all construction debris and materials from the Unit, the Owner shall provide a notice of completion to the Reviewer. Within sixty (60) days thereafter, the Reviewer or its duly authorized representative may (but shall not be obligated to) inspect such Improvements for compliance with the approved plans.

(ii) If the Reviewer finds at any time during the course of construction or within sixty (60) days after receipt of the Owner's notice of completion that the work done on a Unit was not in substantial compliance with the approved plans, it may notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particulars of such non-compliance, and may require the Owner to remedy such non-compliance. If the Owner fails to remedy such noncompliance within sixty (60) days of such notice, the Reviewer shall notify the Board in writing of such failure.

(iii) Upon receipt of such notice of non-compliance, the Board shall set a date for a hearing before the Board regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days or less than fifteen (15) days after the date on which the Reviewer

gives notice of the non-compliance to the Board. The Board shall give at least ten (10) days advance notice of the hearing date to the Owner, the Reviewer and, in the discretion of the Board, to any other interested party or designee of the Board.

(iv) At the hearing, the Owner, the Reviewer, and, in the Board's discretion, any other interested person or designee may present information relevant to the question of the alleged noncompliance. After considering all of such information, the Board shall determine whether a noncompliance exists or has occurred and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board may require the Owner to remedy or remove the same within forty-five (45) days from the date of the Board's ruling. If the Owner does not comply with the Board's ruling within such period or within any extension of such period that the Board, in its sole discretion, may grant, then the Board, at its option, may remove the non-complying Improvement or remedy the non-compliance and/or impose any other sanctions available to the Association under this Restatement and at law or in equity. The Owner shall reimburse the Association for all expenses incurred in connection with any such enforcement action upon demand. If such expenses are not repaid promptly by the Owner to the Association, the Board shall levy a special assessment against such Owner pursuant to Section 8.2.

(v) If for any reason the Reviewer fails to notify the Owner of any non-compliance within ninety (90) days after receipt of the notice of completion from the Owner required above, then the Improvement shall be deemed to be constructed in accordance with the approved plans. This paragraph shall not apply to any Improvements within the scope of this Article for which approval was never granted.

5.5 Non-Compliance with Article V.

In addition to the procedures set forth in Section 5.4 (c), if any Owner constructs or causes to be constructed any Improvement on any Unit without prior approval as required by this Article, then the Reviewer may notify the Owner in writing of such non-compliance and demand that the Owner remove such Improvement within ten (10) days. If the Owner fails to comply with such demand, then the Board may proceed in accordance with the provisions of Section 5.4(c)(iii) and (iv) above.

5.6 Waiver.

Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Community Design Guidelines and Architecture and Landscape Rules, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed work until the work is completed, but the Reviewer may refuse to approve similar proposals in the future. The approval of the Reviewer of any plan, drawing, or specification for any work done or proposed or for any other matter requiring approval under this Article shall not constitute a waiver of any right to withhold approval of any

similar plan, drawing, specification, or matter subsequently submitted for approval by any Owner.

5.7 Certificate of Compliance.

Within thirty (30) days after delivery of a written request from any Owner to the Association, along with payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Association shall issue a certificate executed by any two of its officers certifying with respect to such Owner's Unit that, as of the date of such certificate, either (a) there are no known violations of this Article, the Community Design Guidelines, or the Architecture and Landscape Rules; or (b) the Unit is not in compliance with this Article, the Community Design Guidelines, or the Architecture and Landscape Rules, in which case the certificate shall identify generally the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner or from anyone deriving any interest in the Unit through such Owner shall be entitled to rely on such certificate with respect to the matters which it sets forth, and such certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

5.8 Limitation of Liability.

The standards and procedures established by and pursuant to this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Community but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Association, Board, ALC, or Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value, or size, or of similar design, nor for ensuring the protection of view corridors.

Neither the Association, the Board, nor any Council, any officer, director, or member of any of the foregoing shall be held liable to any Person for soil conditions, drainage, or other general site work, nor for any defects in plans revised or approved hereunder, nor for any injury, damages, or loss arising out of the manner, quality or location of approved construction on or modifications to any Unit, nor for any matter relating to the execution or issuance of a certificate of compliance or non-compliance pursuant to Section 5.7. In all matters, the Association shall defend and indemnify the ALC and its members to the extent required and permitted under this Restatement, the Articles, the Bylaws and Nevada law.

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

The success of the Community is dependent upon the support and participation of every Owner in its governance and administration. This Restatement establishes Job's Peak Ranch Community Association, Inc. as the mechanism by which each Owner provides that support and is able to participate in making Job's Peak Ranch a vital, functioning community of people who

care about their homes, their environment, and their relationships with each other and the larger community around them. While many powers and responsibilities are vested in the Association's board of directors, some decisions are reserved to the Association's members -- the owners of property in Job's Peak Ranch.

Article VI
The Association and its Members

6.1 Formation of Association.

The Association is a nonprofit corporation formed under Chapter 82 of the Nevada Revised Statutes as described in the Recitals to this Second Amendment and Restatement. The Association is charged with the duties and invested with the powers set forth in the Articles, the Bylaws and this Restatement.

6.2 Board of Directors.

Authority. The Association shall be governed by a Board of Directors as more particularly described in the Bylaws. Except as to matters specifically requiring the approval of Members as set forth in the Articles, the Bylaws and this Restatement, all rights and powers granted to the Association may be exercised by the Board without membership approval.

6.3 Membership.

(a) **Qualification.** Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(b) and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners under this Restatement and the other Governing Documents.

(b) **Voting.** As to all matters with respect to which Members are given the right to vote under the Governing Documents, each Member shall be entitled to one equal vote for each Unit which he or she owns. There are no voting rights associated with any Common Element. In the case of a Unit owned by two or more Persons, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the vote for such Unit shall be suspended if more than one co-Owner seeks to exercise it.

(c) **Transfer of Membership.** The Association membership of each Person that owns a Unit shall be appurtenant to such Unit and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon a transfer of title to such Unit, and then only to the transferee. Any attempt to make a prohibited transfer of an Association membership shall be void. Any transfer of title or interest to a Unit shall operate automatically to transfer the appurtenant membership rights in the Association to the new Owner.

6.4 Limitation of Personal Liability; Indemnification.

No Member of the Board or of any Council of the Board or the Association, no officer of the Association, no Manager, or no agent of the Association shall be personally liable to any Member or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such Person if such Person has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

Subject to the terms of this Section 6.4 the Association shall, to the extent permitted by law, indemnify, defend, and hold harmless every officer, director and Council member against all damages and expenses, including attorneys fees reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or Council member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation, and Nevada law.

6.5 Notices, Consents, and Approvals.

Any notice, consent, or approval provided for in this Restatement shall be in writing. Notices to the Association or the Members shall be delivered in the manner specified for notices in the Bylaws.

Article VII Powers and Duties of the Association

7.1 Powers Generally.

The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Nevada, subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Restatement. The Association shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Restatement, the Articles, and the Bylaws and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, those matters specifically set forth in this Restatement, the Articles, and the Bylaws.

7.2 Acceptance and Control of Association Property.

(a) Acquisition and Disposition. The Association may acquire, hold and dispose of tangible and intangible personal property and real property, subject to the provisions of Article X and Article XII.

(b) Acceptance of Conveyances by Declarant. Declarant has transferred and the Association has accepted, all the Common Element and Common Element Improvements and other personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, within the Property in accordance with Article XIII of the Declaration (terms removed from this Restatement). The Association shall maintain such property at its expense for the benefit of its Members, subject to the terms of this Restatement and other Governing Documents.

7.3 Operation and Maintenance of Association Property.

(a) General. The Association shall operate, maintain, and otherwise manage or provide for the operation, maintenance, management, and perpetuation of all Association Property, including, but not limited to, any Common Element and Common Element Improvements (including bicycle and pedestrian trails not open to the public) in which the Association has a vested present interest (except that the Association shall have no maintenance responsibility for the area within any easement granted to the US Forest Service) and all streets within the Community, the Community-oriented structures, all entrance gates to the Community, all snow removal, equipment and storage areas, storm drains, culverts, and streetscapes within, and detention basins (and the accumulated sediment therein) within the Community, if any, and all fire and fuel breaks. Such operations and management shall be conducted in a first-class manner, and the Association Property shall be maintained in a good state of repair, in accordance with the Design Manual.

In this connection, the Association may enter into Contracts for services or materials for the benefit of the Association Property. The term of any such service contract shall not exceed one year and shall be terminable by either party with or without cause and without payment of a termination fee upon not more than thirty (30) days prior written notice.

(b) Maintenance Requirements. Without limiting the rights and duties of the Association set forth in Section 5.6(a), and except as otherwise provided in this Restatement, the Association shall maintain all fire and fuel break areas and all on-site drainage features and appurtenances that are required to be maintained on the Common Element by any governmental authority. The Association shall have the obligation to maintain all Common Element Improvements in compliance with such applicable health, fire, and safety codes as from time to time may be in effect.

7.4 Insurance.

(a) Required Coverages. The Association shall obtain and maintain in force insurance coverage provided by companies duly authorized to do business in Nevada as follows:

(i) Casualty Insurance. The Association shall obtain insurance on all Association Property and all other Improvements under the control of the Association (excluding Improvements on Units) in the amount of one hundred percent (100%) of the replacement cost thereof, or with such other limits as the Board may deem desirable consistent with good business

practice. Such insurance shall include fire and extended coverage, vandalism, malicious mischief and such other risks and hazards against which the Association deems it appropriate to provide insurance protection, if such coverage is reasonably available.

The Association may comply with the foregoing requirements by purchasing blanket insurance coverage and may elect such "deductible" provisions as in the Board's opinion are consistent with good business practice. The casualty insurance policy may be a blanket policy covering all property under the Association's control.

With respect to insurance proceeds from insurance policies covering Association Property only, the Association shall be deemed trustee of the interests of all Members in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section.

(ii) **Public Liability and Property Damage Insurance.** The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as the Board deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association and activities in connection with the ownership, operation, maintenance, and other use of the Common Elements and Association Property. The liability insurance shall name, as separately protected insureds, any property manager and the Association, the Board, the Architectural and Landscape Council, and their respective representatives, members and employees with respect to any liability arising out of the maintenance or use of any Association Property.

(iii) **Workmen's Compensation and Employers Liability Insurance.** The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association, if any, in such amounts and forms as may be required by law.

(iv) **Fidelity Insurance.** The Association may purchase, in such amounts and in such forms as the Board deems appropriate, coverage against dishonesty of employees, destruction or disappearance of money or security, and forgery.

(v) **Other Insurance.** The Association may obtain insurance against such other risks of a similar or dissimilar nature as it deems appropriate with respect to the Community, including directors' and officers' liability insurance and insurance for any personal property of the Association.

Every policy of insurance obtained by the Association shall contain an express waiver, if reasonably available, of all rights of subrogation against the Association, any property manager, the members of the Board, the Architectural and Landscape Council, and their respective representatives, members, and employees.

(b) Premiums and Review. Premiums for all of the foregoing insurance carried by the Association shall be a Common Expense and shall be included in the assessments or charges made by the Association. The Board shall review the limits of all insurance policies of the Association at least once a year and shall adjust the policy limits as the Board deems necessary or appropriate.

7.5 Repair and Reconstruction of Association Property.

The Association shall have the authority and the duty to repair or reconstruct Association Property that is damaged or destroyed unless this Restatement is terminated in accordance with the procedures set forth in the Act, or such repair or reconstruction would be illegal under any state or local ordinance governing health or safety, or 80% of the Owners vote not to repair or reconstruct.

(a) Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any Association Property, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Association Property damaged or destroyed.

(b) Repair and Reconstruction. Except as otherwise provided in this Section 7.5, as soon as practicable after receiving the estimates, the Board diligently shall pursue to completion the repair or reconstruction of that part of the Association Property damaged or destroyed. The Association may take all necessary or appropriate action to effect such repair or reconstruction.

(c) Funds for Repair and Reconstruction: The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction of Association Property. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, then the Board, pursuant to Section 8.2, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article VIII. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

If the cost of any such repair or reconstruction exceeds the amount of the available insurance proceeds by more than TEN THOUSAND DOLLARS (\$10,000.00), the Board shall pay the insurance proceeds to a savings and loan association, bank, or trust company to be approved by the Board, and the proceeds shall be held for the Members and their Mortgagees, as their respective interests may appear, pursuant to an insurance trust agreement consistent with the provisions of this Restatement, approved and executed by the Board. Then, utilizing such engineering and design consultants as the Board deems necessary, the Board shall prepare a report evaluating the extent of reconstruction or repair of such damage or destruction that is reasonably possible solely utilizing an aggregate of TEN THOUSAND DOLLARS (\$10,000.00) obtained by special assessment and the total available insurance proceeds. As soon as possible, but not later than sixty (60) days after the occurring of the damage or destruction, the Board shall present the report to the Members and notify all Mortgagees of the findings of such report and

call a special meeting of the Members. At such meeting, the Members shall determine by a vote as described hereafter whether to utilize solely the available insurance proceeds and minimum special assessment funds to reconstruct in accordance with the recommendations of the report of the Board, whether to impose an additional special assessment in the aggregate total amount greater than TEN THOUSAND DOLLARS (\$10,000.00) to reconstruct the destroyed or damaged facilities beyond the findings contained in the report of the Board, or whether to rebuild the destroyed or damaged facilities at all. The determination to impose an additional special assessment shall require the affirmative vote of at least 51 % of the Members.

(d) **Disbursement of Funds.** The insurance proceeds held by the Association and the amounts received from the assessments provided for in Article VIII constitute a fund for the payment for costs of repair or reconstruction after casualty. The first money disbursed in payment for costs of repair or reconstruction shall be made from insurance proceeds. If a balance exists after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners of the Units in proportion to the contributions made by each Owner to the Association.

(e) **Decision Not to Rebuild.** In the event of a decision not to rebuild, the damaged or destroyed facilities shall be cleared, and the land shall be landscaped in a manner ensuring the existence of adequate rights-of-way and legal access over and to the area. The cost of removal and landscaping shall be paid for with insurance proceeds, and the remaining proceeds shall be retained by the Association in its general or other funds or allocated or distributed as determined appropriate by the Board, provided that any such distribution of insurance proceeds shall be proportionate to the interests of all Members.

7.6 Enhancement of Safety and Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to enhance safety or security within the Community. The Association shall not in any way be considered insurers or guarantors of security within the Community, nor shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Community, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, on behalf of himself and all occupants of his Unit and his guests, that the Association, its Board and Councils, and agents of the Association are not insurers and that each Person using any portion of the Community assumes all risks of personal injury and loss or damage to property resulting from acts of third parties.

7.7 Inspection of Denitrification Systems.

So long as required by any governmental authority, the Association shall conduct inspections at least annually of any Denitrification Individual Sewage Disposal System (ISDS) installed on Units and notify the Owners of the Units of any repairs or maintenance which the inspector determines to be necessary or appropriate. The Owner shall be responsible for all such repairs and maintenance and the cost of performing the same. The Association and its inspectors shall not be liable to any Person for failure to identify defective conditions or items needing maintenance or repair.

7.8 Other Services.

The Association shall have the power to obtain or pay for, as the case may be, any other property, service, tax or assessment that the Association or the Board is required to secure or pay for pursuant to the terms of this Restatement, the Articles or the Bylaws, including security services for the Community generally, or that, in the Board's opinion, is or will be necessary or proper for the operation of the Association.

The Association shall be authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with other Persons to provide services to and facilities for the Members and their guests, lessees, and invitees, and to charge use and consumption fees for such services and facilities. Such fees may be Common Expenses to be allocated among all Units, or may be charged as a special assessment pursuant to Section 8.2 against only those Units which request the services or benefits offered, as the Board deems appropriate.

7.9 Rights of Enforcement.

(a) The Association, in its own name and on its own behalf or on behalf of any Owner of a Unit who consents, any Member, and Douglas County as a third party beneficiary as to certain provisions of this Restatement, may commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of the Governing Documents, or to enforce by mandatory injunction, or otherwise, all of such provisions. The court in any such action may award the successful party reasonable expenses incurred in prosecuting such action, including reasonable attorney's fees.

(b) In addition to the rights set forth above and specifically provided elsewhere in this Restatement, in the event of a violation of the Governing Documents, the Association shall have the following enforcement powers, subject to the notice and hearing procedures set forth in the Bylaws:

(i) the power to suspend the voting rights of, or assess monetary penalties against, any Owner of a Unit or other person entitled to exercise such Owner's membership privileges, provided that any such monetary penalty shall be determined by the Board in accordance with the Governing Documents and shall not exceed \$100 for each violation or a total amount of \$1,000, or such amount as may be prescribed or limited by law.

(ii) the power to suspend the rights of an Owner, and anyone otherwise entitled to exercise the Owner's membership privileges, to use the Common Elements other than for direct access to and from such Owner's Unit, provided that any suspension of use privileges shall not exceed a period of sixty (60) days for any one violation, or in the case of a continuing violation, sixty (60) days after the violation ceases or is cured;

(iii) the power to exercise self-help to abate or cure the violation; and the power to impose a special assessment against an Owner in the manner provided in Section 8.2 to collect any costs incurred by the Association in curing any violation, plus a reasonable administrative fee to discourage noncompliance, or to collect any fine that remains unpaid for a period of ten (10) days or more.

The Association shall not be obligated to take any enforcement action if the Board determines, in the exercise of its business judgment, that a technical violation is of such a nature as not to be objectionable to a reasonable person, or that the interests of the Association and its Members are better served by not taking action, or that the Association's legal position under the particular facts and circumstances is not strong enough to justify taking any further action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other provision of the Governing Documents.

The waiver of or failure by the Association to enforce any provisions herein or breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or any subsequent breach thereof or any other term, covenant, or condition. (Also see Article 1 Section 1.2).

Each remedy provided by this Restatement is cumulative and not exclusive. The failure to enforce any provision of the Governing Documents shall not constitute a waiver of the right to enforce such provision or any other provision of the Governing Documents.

7.10 Rights of Entry.

The Association has the right to enter upon any portion of the project, after giving reasonable notice to the owner thereof, for any purpose reasonably related to the performance of the Association of its duties under this Restatement. In the event of an emergency, such right of entry shall be immediate.

7.11 Rights of Third-Party Water Rights Holders.

The Association, and each of its affected members, shall cooperate with third party water rights owners as reasonably required regarding access rights to Sheridan and Barber Creek pursuant to recorded obligations set forth on any Final Subdivision Map and any recorded agreement between the Declarant and any such owners.

Article VIII
Association Finances

8.1 Budgeting and Allocating Common Expenses.

At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. The budget shall include a contribution to a reserve fund for repair and replacement of the Association's capital assets in such amount as the Board deems reasonably necessary to meet the projected needs of the Association after taking into account the number and nature of capital assets, the expected life of each asset, and the expected repair or replacement cost of each asset. The budget shall also reflect the sources and estimated amounts of funds to cover such Common Expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Owners and their Units, and the amount to be generated through the levy of regular and special assessments, as authorized in this Article.

The annual budget shall specifically include, without limitation, adequate provisions to ensure funding of drainage, storm drain, and septic maintenance obligation provisions for which Douglas County is a third party beneficiary.

The Association shall be authorized to levy regular assessments against each Unit subject to assessment under Section 8.4 and its Owner to meet the projected needs of the Association as reflected by the budget.

The Association may, but shall not be obligated to, reduce the assessment rate for any fiscal year by payment of a subsidy, provided any such subsidy is conspicuously disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate the Association to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association.

The Board shall send a summary of the final budget, together with notice of the amount of the regular assessment to be levied pursuant to such budget, to each Owner within thirty (30) days prior to the effective date of such budget. The notice shall set a date for a meeting of the Members to consider the budget, which shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. The budget shall automatically become effective unless disapproved at the meeting by Members representing at least 75% of the total votes in the Association.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

8.2 Special Assessments.

(a) **Against All Units.** If the Board determines that the estimated total amount of funds necessary to defray the Common Expenses for a given fiscal year is or will become inadequate to meet such expenses for any reason, including, but not limited to, delinquencies in the payment of assessments, then the Board shall determine the approximate amount necessary to defray such expenses, and if such amount is approved by a majority vote of the Board, it shall become a special assessment. Any special assessment shall be subject to the same notice requirement and the right of the Members to disapprove such assessment as set forth in Section 8.1 for regular assessments, except that a special assessment levied pursuant to Section 7.5(c) shall become effective unless disapproved by Members representing at least 80% of the total votes in the Association. Special assessments under this Section 8.2(a) shall be payable on such schedule as the Board may establish. The Board may, in its discretion, permit any special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is levied.

(b) Against Specific Units.

(i) The Association may assess any expenses which it incurs to cure violations of the Governing Documents (after notice to the Owner and failure of the Owner to cure within the required periods, as set forth elsewhere in this Restatement) against the Owner responsible for the violation and such Owner's Unit. The Association may also levy a special assessment against any Owner responsible for damage to Association Property to pay for the cost of repairing such damage, after notice and an opportunity for a hearing pursuant to the procedures set forth in the Bylaws. Additionally, the Association may levy a special assessment against an Owner and such Owner's Unit to collect a fine imposed on such Owner by the Board. Special Assessments levied pursuant to this Section 8.2(b) shall be due and payable immediately upon notice from the Board.

(ii) The Association may levy a special assessment to cover the costs (including a reasonable administrative charge) of providing optional services or benefits to any Unit upon request of the Owner pursuant to the authority granted in Section 7.7. Such special assessments may be levied in advance of the provision of the requested service or benefit.

8.3 Uniform Rate of Assessment.

Except as otherwise specifically provided in Section 8.2(b) and elsewhere in this Restatement and as allowed by NRS 116.3115(3) of the Act, regular and special assessments of the Association must be fixed at a uniform rate for all Units, and the amount assessed to each Unit shall be determined by dividing the total amount assessed by the total number of Units then within the Community and subject to assessment.

8.4 Authority to Levy Assessments; Time of Payment.

(a) **Authority to Assess.** The Association shall have the power to establish, fix, and levy assessments against each Owner of a Unit and to enforce payment of such assessments in accordance with the provisions of this Restatement and the Act. Assessments shall commence as to each Unit on the later of (i) the first day of the first month following the month in which the first close of escrow occurs for the sale for a Unit within the Community, and after the Association has first adopted a budget and levied an assessment pursuant to this Article; or (ii) the first day of the first month following annexation of such Unit to the Community pursuant to Article XII, in which case the first year's assessment shall be adjusted according to the number of months remaining in the fiscal year at the time the obligation to pay such assessment commences.

(b) **Time of Payment.** Assessments shall be paid in such manner and on such dates as the Board may specify in the notice of assessment, except that no payment shall be required fewer than fifteen (15) days after such written notice has been given. Regular assessments pursuant to Section 8.1 shall be annual assessments due as of the first day of the fiscal year, but shall be payable in monthly installments unless the Board adopts some other schedule for payment. The Board may impose special requirements for Owners with a history of delinquent payment.

8.5 Personal Obligation and Agreement to Pay.

Each Owner, by his acceptance of a deed for any Unit, covenants and agrees to pay to the Association such regular and special assessments as are established, made, and collected pursuant to this Restatement. Subject to the provisions of Article X, a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. No Owner may avoid or diminish his liability for assessments by abandonment of his Unit or by electing not to use Common Elements.

Each delinquent assessment shall bear interest at the rate of nine percent (9%) per annum from the date it becomes due together with a late charge of TWENTY-FIVE DOLLARS (\$25.00) for each delinquent installment. An assessment payment is delinquent if not paid within thirty (30) days after its due date. Each assessment or installment, together with late charges, interest, and costs of collection (including reasonable attorneys' fees) shall be the personal obligation of the Person who was the Owner of a Unit at the time such assessment or installment became due and payable. If more than one Person was the Owner of a Unit at that time, the personal obligation to pay such assessment or installment shall be joint and several as to all of such Persons. The failure of the Association to give notice of any assessment or amount due shall not affect the liability of the Owner of any Unit for such assessment.

8.6 Statement of Account.

Upon payment of a reasonable fee, not to exceed FIFTY DOLLARS (\$50.00), and upon written request of any Member or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit, the amount of the current periodic assessment and the date on which such assessment becomes or became due, and any credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Association in favor of Persons who rely thereon in good faith. Provided such request is made in writing, if the request for a statement of account is not complied with within twenty (20) days, all unpaid assessments that became due before the date of making such request shall be subordinate to the lien of a Mortgagee that acquired its interest after requesting such statement.

8.7 Collection of Assessments.

The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, including any Manager, may enforce the obligations of the Owners of Units to pay assessments provided for in this Restatement by the commencement and maintenance of a suit at law or in equity, or the Board may enforce such obligations by judicial or non-judicial proceedings or, to the extent permitted by applicable law, through the exercise of the power of sale granted to the Association pursuant to Section 8.9 and NRS Chapter 116 to enforce the lien rights created in this Article. Suit to recover a money judgment against an Owner for unpaid assessments together with all other amounts described in Section 8.5 shall be maintainable without first foreclosing the lien against the Unit or waiving the lien rights created in this Article and the Act.

8.8 Lien for Assessments, Priority.

All sums assessed to any Unit pursuant to this Article, together with interest, late charges, and costs of collection as authorized in this Article, shall be secured by a lien on such Unit in favor of the Association prior and superior to all other liens except valid tax and special assessment liens on such Unit in favor of any governmental assessing authority; provided, however, that such assessment lien shall have priority over such security interests to the extent of the assessments based on the annual budget adopted by the Association pursuant to Section 8.1 which would have become due during the six (6) months immediately preceding institution of an action to enforce the lien for assessments, as provided in NRS 116.3116; or labor or materialmen's liens, to the extent required by law.

The Association may, but shall not be required to, prepare and record in the office of the County Recorder of Douglas County, Nevada, a written Notice of Assessment setting forth the amount of the assessment, its due date, the amount remaining unpaid as of the date of such Notice of Assessment, the name of the record Owner of the Unit, and a description of the Unit. No Notice of Assessment shall be recorded until a delinquency in the payment of an assessment has occurred. Recording of a Notice of Assessment shall not be necessary to establish the lien,

which is established by the recording of the Declaration and this Restatement, nor shall recording of a Notice of Assessment waive the Association's right to collect other assessments against such Unit then or thereafter coming due, whether or not such assessments are delinquent at the time of recording of such Notice of Assessment.

8.9 Enforcement of Lien.

The Association may foreclose its lien by sale after the failure of an Owner to pay any assessment levied under this Restatement when due, in accordance with the provisions of NRS Chapter 116 and this Restatement.

All such costs and expenses of the foreclosure shall be secured by the lien being foreclosed. The Owner shall be required to pay the Association assessments against the Unit that become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit. The Association shall be entitled to bid on credit up to and including the amount secured by the lien being foreclosed.

Upon payment of all amounts secured by the lien for which a notice has been recorded, the Association shall execute and record a further notice stating the satisfaction thereof.

Any encumbrancer holding a lien on a Unit may, but shall not be required to, pay all amounts secured by the lien created pursuant to Section 8.8, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including all priority rights.

PART FOUR: RIGHTS OF PROPERTY OWNERS AND OTHERS

The rights of property owners to use certain portions of the Community in common and the interrelationships of property owners and others in a community such as Job's Peak Ranch are part of what distinguish it from ordinary subdivisions. These rights and relationships are important to the overall success of the community and must be acknowledged and protected.

Article IX **Easements**

9.1 Easements for Owners.

Each Owner shall have a nonexclusive easement for use, access to and enjoyment of the Common Element, subject to the following:

(a) the Governing Documents and the rights of the Association to deal with the Common Elements as set forth in the Governing Documents;

(b) any restrictions or limitations contained in the instrument conveying an interest in such Common Elements to the Association;

(c) the right of the Association to permit use of any Common Element Improvements by persons other than Owners upon payment of such use fees as the Board deems appropriate;

(d) the rights of others to use certain Common Elements as authorized in this Restatement and by the Board;

(e) the right of the Association to adopt, amend, and enforce reasonable rules and regulations affecting the use of the Common Element and Common Element Improvements; however, such rules and regulations shall not be in conflict with any ordinance of Douglas County or of any other governmental entity;

(f) the right of the Board, upon thirty (30) days written notice, to suspend the voting rights of an Owner and the right to use any recreational facility within the Common Element by an Owner and by the Owner's tenants and guests for any period during which any assessment against such Owner's Unit remains unpaid;

(g) the right of the Association to limit the number of guests of an Owner using the Common Element and Common Element Improvements;

An Owner may extend his or her right of use and enjoyment to the occupants of his Unit and guests, subject to reasonable regulation by the Association.

9.2 Easements to Association.

There are hereby reserved to the Association such non-exclusive, perpetual easements over the Community as are reasonably necessary to perform the duties and obligations of the Association and to exercise its rights as set forth in this Restatement and the other Governing Documents and in the Conditions of Approval imposed by Douglas County, Nevada, in connection with the Property referenced in Section 1.1 of this Restatement, including such obligations as may be set forth in the Development Agreement by and between Declarant and Douglas County, Nevada.

9.3 Easements for Utilities and Infrastructure.

The Association reserves for itself a perpetual, non-exclusive easement throughout the Community (but not through a structure) to the extent reasonably necessary for the purpose of installing utilities and infrastructure to serve the Community, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, drainage systems, street lights and signage on property which the Association owns or within public rights-of-way, private streets within the Community, or easements reserved for such purpose on any recorded final subdivision map or grant instrument.

In addition, the Association grants to the providers of any utilities serving the Community perpetual, non-exclusive easements over the Community for the purpose of inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described in this Section; and for access to read utility meters.

All work associated with the exercise of the easements described in this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property to the extent reasonably possible to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Article X

Protection of Lenders

10.1 Encumbrance of Units and Subordination.

Any Owner may encumber his Unit with a Mortgage. Except as otherwise provided in Section 8.8, the Association's lien for unpaid assessments under Article VIII is subject and subordinate to the lien of any First Mortgage encumbering any Unit, except as otherwise provided in NRS Chapter 116 or unless the priority of such First Mortgage is expressly subordinated to such assessment lien by a written instrument duly recorded.

10.2 Non-Liability for Unpaid Assessments.

Except as provided in Section 8.8, any Mortgagee who acquires title to a Unit pursuant to the judicial or non-judicial foreclosure remedies provided for in the Mortgage shall take title to the Unit free of all claims for unpaid assessments or Association charges that accrue before the date of such foreclosure. However, the Unit shall remain subject to this Restatement notwithstanding such foreclosure and the Unit and the grantee or purchaser of the Unit shall be liable for all regular and special assessments, or installments thereof coming due after the date of such foreclosure.

10.3 Notices.

Upon written request to the Association specifying its name and address and the address of the Unit on which it holds a Mortgage, any Mortgagee shall be entitled to timely written notification from the Association of the following:

(a) any condemnation or casualty loss that affects a material portion of the Community or the Unit securing its Mortgage;

(b) any default by the Owner of the Unit subject to its Mortgage in the payment of any assessments or other charges due to the Association, which default is not cured within sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible Mortgagees under the Governing Documents.

10.4 Insurance Proceeds and Condemnation Awards.

No provision of this Restatement or the Articles shall give an Owner or any other party priority over rights of First Mortgagees under their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards.

10.5 Appearance at Meetings.

Because of its financial interest in the Community, any Mortgagee may appear (but cannot vote) at meetings of the members and the Board and may draw attention to violations of this Restatement that have not been corrected or made the subject of remedial proceedings or assessments.

10.6 Examination of Records.

Mortgagees shall have the right to examine the books and records of the Association and obtain copies of financial data concerning the Association, including annual audit reports and opening statement as and when furnished to the Owners.

Article XI

Rights of Enforcement: Third Party Beneficiaries

11.1 Rights to Enforce.

Except as otherwise provided in this Restatement, any Member, and Douglas County as to the provisions to which it has been expressly made a third party beneficiary pursuant to Section 11.2, may (but shall not have a duty) to enforce the terms of this Restatement in accordance with Section 7.9(a). In addition, the Association or its duly authorized agent may exercise any rights of self-help specifically granted to the Association in this Restatement. Nothing in this Restatement shall be construed as creating a third party beneficiary contract in favor of Persons who are not Members of the Association, except in favor of Douglas County as set forth in Section 11.2.

11.2 County as Third Party Beneficiary.

(a) The County of Douglas, State of Nevada is expressly made a third party beneficiary to the following provisions of this Restatement and the Community Design

Guidelines: (i) subsection 7.9(a), relating to enforcement; (ii) provisions regarding the maintenance responsibility of all onsite drainage features and appurtenances; (iii) provisions relating to any amendment to this Restatement which require the prior approval of Douglas County; (iv) any provision relating to the imposition of special assessments against the Owners of the Units in furtherance of any provision as to which Douglas County has enforcement powers; or (v) any provision relating to collection of assessments and liens for assessment as to which Douglas County has assessment powers.

In addition, Douglas County is expressly made a third party beneficiary for the purpose of enforcing the provisions of this Restatement relating to (i) the transfer of the Common Element and the use of the Common Element for those uses that are compatible with the open space designation of the Common Element, and (ii) the obligations of the Owners and the Association to maintain roads, oil and sand separators, infiltration basins and associated structures.

In this connection, Douglas County shall have the right to enforce in a court of law the provisions specified in this Section 11.2(a), and none of such provisions shall be amended in any material respect without the express written consent of Douglas County first having been obtained.

(b) If the Association:

(i) fails to enforce (A) the provisions of Section 4.1 relating to the Owners obligation to properly maintain fire and fuel break areas in accordance with applicable fire and safety codes, or (B) the provisions of subsection 7.3(b) relating to the obligation of the Association to properly maintain fire and fuel break areas in the Common Element and to maintain in accordance with applicable health fire and safety codes Improvements that may have been made to the Common Element; or

(ii) fails to pay before delinquency all taxes and assessments levied against Association Property or Common Element Improvements or against the Association, then, after reasonable notice to the Association and, in the case of a failure under clause (A) of paragraph (i) above, the Owner of the subject Unit, Douglas County shall be entitled to commence an action as set forth in subsection 7.9(a) or to enforce such obligations by the levy of a special assessment equally against all of the Units and their Owners, which special assessment shall be secured by a lien against all of the Units. Notwithstanding the foregoing, Douglas County shall be entitled to commence such action only after (i) giving reasonable notice (which shall be no less than thirty (30) days) to the Association in the manner provided in Section 6.5, describing such violation, or if no Association is in existence, by publication of reasonable notice in a newspaper of general circulation in Douglas County, and (ii) the failure of the Association or the Owners of the Units to cure such violation within a reasonable time thereafter to the reasonable satisfaction of Douglas County.

PART FIVE: CHANGES IN THE COMMUNITY AND GOVERNING DOCUMENTS

Communities such as Job's Peak Ranch are, by their nature, dynamic and constantly evolving. The Association and the community as a whole must be able to adapt to changes in circumstances, technology, needs and desires of its residents, and changes in the larger community of which it is a part, while protecting those things that make Job's Peak Ranch special.

Article XII

Changes in Common Elements

12.1 Transfer, Partition, or Encumbrance of Common Element.

(a) Except as otherwise specifically provided in this Restatement, the Common Element shall not be judicially partitioned or subdivided into Units, nor shall the ownership of the Common Element be otherwise divided or encumbered in any manner after conveyance to the Association, except upon the approval of Members entitled to cast at least eighty percent (80%) of the total votes in the Association.

(b) The Association shall have the authority, subject to approval of Members entitled to cast a majority of the total votes in the Association, to transfer portions of the Common Element and Common Element Improvements to appropriate governmental entities or tax-exempt organizations for the maintenance, operation, and preservation thereof; provided, however, that any such transfer shall not relieve such Common Element from the rights and benefits of the Association and the Members as provided in this Restatement and shall otherwise be subject to the provisions of this Restatement.

12.2 Condemnation.

If at any time all or any portion of the Association Property or any interest therein is taken for any public or quasi-public use under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, then the entire award of such taking shall be paid to the holder or holders of the fee title to such area as its interest or their interests may appear. Any such award to the Association shall be deposited into the operating funds of the Association. No Member shall be entitled to any portion of such award, and no Member shall be entitled to participate as a party or otherwise in any proceeding relating to such condemnation, as such right of participation is reserved exclusively to the Association or other holder of the fee title, which shall, in its name alone, represent the interests of all Members to the extent such Members have any interest.

Article XIII

Changes in Governing Documents

13.1 Amendment of Restatement.

(a) Generally. Except as otherwise specifically authorized or required by this Restatement or the Act, this Restatement may be amended in any respect by the vote or written consent of the Board and the approval, by vote, written consent, or any combination of votes and

consent of the Board and the approval, by vote, written consent, or any combination of votes and written consents, of Members entitled to cast not less than 51 % of the total votes in the Association; provided, however, that if any provision of this Restatement requires approval of greater percentage of votes or the consent of any Person in order to take action under such provision, then such greater percentage or consent shall be required to amend or revoke such provision.

(b) Any material amendment to Section 11.2, any provisions of this Restatement referenced in Section 11.2, or this Section 13.1, shall require the prior written consent of Douglas County, Nevada.

(c) Any amendment shall be evidenced by an instrument certified by the President and Secretary or other duly authorized officer of the Association, shall make appropriate reference to this Restatement and any previous amendments, and shall be acknowledged and recorded in the office of the County Recorder of Douglas County, Nevada.

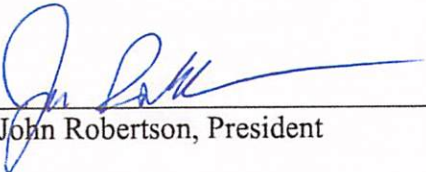
13.2 Amendment of Other Governing Documents.

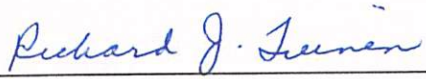
All other Governing Documents may be amended in accordance with their terms, notwithstanding that they may be attached as an exhibit to or incorporated by reference in this Restatement.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Board of Directors of the Job's Peak Ranch Community Association, Inc., a Nevada nonprofit corporation, have executed this Second Amendment to and Restatement of the Declaration of Covenants, Conditions and Restrictions by duly authorized corporate action as of the date first set forth above.

BOARD OF DIRECTORS OF THE
JOB'S PEAK RANCH COMMUNITY ASSOCIATION, INC.,
a Nevada nonprofit corporation

Signed and Dated this 5th day of August, 2021.

By: 
John Robertson, President

By: 
Richard Treinen, Secretary

[NOTARY ACKNOWLEDGMENTS ON NEXT PAGE]

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On 8-5, 2021, before me, a notary public, personally appeared **John Robertson**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he is the President of the Board of Directors of the Job's Peak Ranch Community Association, Inc., and who further acknowledged that he executed the foregoing instrument on behalf of said association for the uses and purposes therein stated.

Mary Kelsh
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On 8-6-21, 2021, before me, a notary public, personally appeared **Richard Treinen**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he is the Secretary of the Board of Directors of the Job's Peak Ranch Community Association, Inc., and who further acknowledged that he executed the foregoing instrument on behalf of said association for the uses and purposes therein stated.

Mary Kelsh
Notary Public



EXHIBIT "A"

Legal Description Douglas County, Nevada

DESCRIPTION OF ASSESSOR'S PARCEL NUMBER 19-140-01, REFLECTING A BOUNDARY LINE ADJUSTMENT WITH ASSESSOR'S PARCEL NUMBER 19-280-30, BEING A PORTION OF SECTIONS 15, 16, 21, 22 AND 23 T.12N., R.19E., M.D.B.&M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 15, T.12N., R.19E., M.D.B.&M.; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 89°47'35"E, 946.88 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF FOOTHILL ROAD; THENCE ALONG SAID RIGHT OF WAY S 18°46'42"E, 1178.83 FEET; THENCE LEAVING SAID RIGHT OF WAY S 00°05'41"E, 1527.94 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 15, S 89°58'14"W, 914.30 FEET; THENCE S 30°39'03"W, 795.67 FEET; THENCE ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SECTION 15 S 00°08'13"E, 1964.23 FEET TO THE SOUTH ¼ CORNER OF SECTION 15; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ SECTION 15, N 89°58'00"E, 2622.31 FEET TO THE SECTION CORNER COMMON TO SECTIONS 14, 15, 22, AND 23; THENCE ALONG THE SOUTH LINE OF THE SOUTH WEST ¼ OF SECTION 14, N 89°56'30"E, 1392.10 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF FOOTHILL ROAD; THENCE FROM A TANGENT BEARING OF S 33°56'54"E ALONG THE RIGHT OF WAY OF FOOTHILL ROAD ON A NONTANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1960.00 FEET, AN INCLUDED ANGLE OF 09°24'42", A TANGENT LENGTH OF 161.34 FEET AND AN ARC LENGTH OF 321.95 FEET; THENCE LEAVING SAID RIGHT OF WAY S 89°59'28"W, 228.81 FEET; THENCE S 00°00'03"W, 2363.51 FEET TO THE SOUTHEAST CORNER OF THE S.W. ¼ N.W. ¼ SECTION 23; THENCE S 89°53'34"W, 1323.02 FEET TO THE ¼ CORNER COMMON TO SECTIONS 22 & 23; THENCE S 89°55'38"W, 1311.66 FEET; THENCE S 00°00'59"W, 2343.24 FEET TO A POINT ALONG THE NEVADA/CALIFORNIA STATE LINE; THENCE ALONG SAID STATE LINE THE FOLLOWING COURSES:

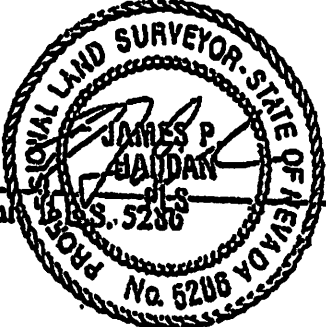
N 48°38'10"W, 2942.00 FEET;
N 48°40'10"W, 2647.02 FEET;
N 48°40'23"W, 2632.61 FEET;
N 48°40'53"W, 3294.84 FEET;

THENCE LEAVING SAID STATE LINE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SECTION 16, N 89°36'00"E, 4709.96 FEET TO THE ¼ CORNER COMMON TO SECTIONS 15 AND 16; THENCE ALONG THE EAST LINE OF THE

RESULTANT ASSESSOR'S PARCEL NUMBER 19-140-01 (CONTINUED)

NORTHEAST ¼ OF SECTION 16, N 00°15'52"W, 2639.92 FEET; THENCE
N 89°51'51" E, 2628.67 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION
22, T.12N., R.19E., M.D.B.&M. AS SHOWN ON THE RECORD OF SURVEY FOR
HIND PROPERTY, RECORDED AS DOCUMENT NO. 49903, DOUGLAS COUNTY
RECORDS. (BEARING: N 89°58'00" E)

A circular seal for a Professional Land Surveyor in the State of Nevada. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA". The inner circle contains the name "JAMES P. HADDAD" and the license number "No. 5286". A signature is written across the seal.

James P. Haddad

2/13/97
Date

Legal Description Continued

Jobs's Peak Ranch Community Association Inc.,	1219-15-002-027	299 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-025	224 Forest Hill Way	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-046	479 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-020	249 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-007	191 Summit Ridge Way	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-001-007	900 Stutler Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-009	168 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-030	150 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-001-004	180 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-011	221 Sheidan Creek Cl	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-080	98 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-002	280 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-21-001-002	180 Stony Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-22-028	301 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-027	240 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-016	210 Sheridan Creek Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-018	229 Five Creek RD	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-001-006	890 Stutler Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-004	215 Rubicon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-007	484 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-052	230 Sheridan Creek Cl	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-024	216 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-047	119 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-022-011	467 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-012	471 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-02-007	141 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-001-005	190 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-021	259 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-048	109 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-01-002	201 Stony Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-008	164 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	121-22-001-023	208 Forest Hill Way	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-020	210 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-001	200 Stony Creek Rd	Gardnerville	NV	89460

Legal Description Continued

Jobs's Peak Ranch Community Association Inc.,	1219-22-001-022	207 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-024	291 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-025	295 FiveCreek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-040	240 Job's Canyon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-009	472 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-016	110 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-056	77 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-014	286 Tiger Wood Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-057	81 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-008	478 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-014	190 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-21-001-001	190 Stony Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-019	239 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-023	289 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-018	160 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-055	73 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-005	120 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-006	490 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-061	93 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-037	229 Job's Canyon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-005	171 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-008	242 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-021	215 Forest Hill Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-003	171 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-076	74 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-016	144 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-011	211 Sheridan Creek Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-012	255 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-060	99 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-010	271 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-019	235 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-032	214 Rubicon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-015	220 Sheridan Creek Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-026	232 Forest Hill Ct	Gardnerville	NV	89460

Legal Description Continued

Jobs's Peak Ranch Community Association Inc.,	1219-22-001-016	293 Tiger Wood Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-008	487 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-015	200 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-035	123 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-006	156 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-007	160 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-034	126 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-015	292 Tiger Wood Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-011	263 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-011	130 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-031	220 Rubicon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-029	256 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-063	105 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-019	170 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-21-001-003	181 Stony Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-21-001-004	191 Stony Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-075	68 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-013	231 Sheridan Creek Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-053	241 Sheridan Creek Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-003	881 Stutler Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-001-008	891 Stutler Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-022	121 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-009	230 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-079	92 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-005	880 Stutler Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-033	221 Rubicon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-078	86 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-021	120 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-010	468 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-073	65 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-02-012	140 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-006	161 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-039	241 Job's Canyon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-16-002-002	150 Summit Ridge Wy	Gardnerville	NV	89460

Legal Description Continued

Jobs's Peak Ranch Community Association Inc.,	1219-22-001-043	149 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-042	228 Job's Canyon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-077	80 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-009	181 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-026	297 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-036	129 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-020	231 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-074	69 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-081	104 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-013	475 Natures Edge Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-028	248 Forst Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-079	279 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-013	247 Forest Hill Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-038	235 Job's Canyon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-017	287 Tiger Wood Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-080	280 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-018	281 Tiger Wood Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-060	101 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-15-002-006	200 Summit Ridge Wy	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-041	234 Job's Canyon Ct	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-001-059	87 Five Creek Rd	Gardnerville	NV	89460
Jobs's Peak Ranch Community Association Inc.,	1219-22-002-003	400 Natures Edge Rd	Gardnerville	NV	89460

EXHIBIT "B"
Restrictions on Use, Occupancy and Transfer of Units

The following restrictions shall be subject to expansion, repeal or modification in accordance with the rulemaking authority set forth in Article III of the Declaration and the amendment provisions set forth in Article XV of the Declaration:

1. **Residential Use.** Units shall be used exclusively for single family residential purposes and no business or trade shall be conducted on or from any Unit, except that an Owner or occupant residing in the dwelling on a Unit may conduct "home business" activities ancillary to the primary residential use of such Unit, provided that: (a) there is no change to the exterior of structures on the Unit to accommodate such activity and no signs or other advertising are placed on the exterior portions of the Unit; (b) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (c) the business activity is in compliance with the Governing Documents and all applicable laws, ordinances and regulations, including applicable zoning; (d) the business activity does not involve regular visitation of the Unit by more than one employee (other than family members who permanently reside in the dwelling on the Unit), or by clients, customers, suppliers, or other business invitees in the normal course of business (occasional visits which do not noticeably increase traffic to and from the Unit above the level typical of Units without such home businesses shall not be considered "regular visitation"); (e) the business activity does not involve door-to-door or telephone solicitation of residents of the Community; and (f) advertising, telephone listings, and marketing and promotional materials for the business activity do not include the address of the Unit.

The terms "business" and "trade," as used in this Paragraph 1, include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

The leasing of a Unit in accordance with Paragraph 2 shall not be considered a business or trade within the meaning of this Paragraph 1. This Paragraph shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Community or its use of any Units which it owns within the Community (including the operation of an information center and/or sales office, business offices, construction offices, etc.), or to any business office for the Association.

2. **Leasing of Units.** "Leasing," as used in this Paragraph 2, means the regular occupancy of a Unit by any Person other than the Owner (and the Owner's family while residing with the Owner), for which the Owner receives any rent, services, or other valuable consideration or benefit. Units may be leased only in their entirety and shall not be leased for periods of less than 30 days or for transient or hotel purposes. Any arrangement or agreement for the leasing of a Unit ("lease") shall be in writing and shall apply to the entire Unit. Notice of any lease, together with such additional information as the Board may reasonably require, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. All leases shall specify that the tenant and all occupants of the leased Unit and their guests must abide by the Governing Documents and that failure to do so shall constitute a default under the lease. The Owner of a leased Unit shall make available to the tenant copies of the Governing Documents and shall be responsible for the conduct and activities of the occupants of the Unit while in the Community.

3. **Restricted Activities.** The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

- (a) Construction of more than one single family dwelling and approved accessory structures on any Unit, or construction of any accessory structure on a Unit before commencing construction of the single family dwelling;
- (b) Use of any structure or vehicle as a residence or business, either temporarily or permanently, except for such structures as are approved pursuant to Article V of the Declaration and permitted to be used for such purpose under this Declaration, the Community Design Guidelines or the Architecture and Landscape Rules;
- (c) Conversion of all or any portion of a garage to any use which reduces the number of vehicles which may be parked in such garage below the number for which it was designed and approved pursuant to Article V;
- (d) Parking of any vehicles on streets within the Community, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, unlicensed or inoperable vehicles, or campers or camper shells (when not mounted to a truck) in places other than enclosed garages or other hard surfaces or enclosures previously approved for such use pursuant to Article V of the Declaration; however, this provision shall not apply to emergency vehicles, nor to construction, service or delivery vehicles during daylight hours while construction is in progress on the Unit or for such period of time as is reasonably necessary to provide services or make deliveries within the Community;
- (e) Operation of unlicensed motorized vehicles anywhere within the Community, or operation of any motorized vehicle on paths, trails or walkways within the Community, or accessing or leaving the Community except by such streets, roads or trails as are shown on Final Subdivision Maps of the Community;
- (f) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board;
- (g) Outside burning of trash, leaves, debris or other materials, except that use for their intended purpose of barbecue grills or similar cooking devices and such outside fireplaces as may be approved pursuant to Article V shall be permitted;
- (h) Any activity which emits foul or obnoxious odors outside the Unit, creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units, or tends to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit;
- (i) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- (j) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers;

(k) Obstruction, diversion or re-channeling of streams or drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(l) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after recording of a Final Subdivision Map including such Unit, except that the Declarant shall be permitted to subdivide or replat Units which it owns subject to the approval of Douglas County;

(m) Conveyance of any easement or other interest which is less than the Owner's entire interest in a Unit (other than a conveyance which creates a tenancy-in-common, joint tenancy or community property), or granting of any rights or interest which would cause a separation into different ownerships of the air, surface and/or subsurface rights of any Unit or portion of a Unit;

(n) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

(o) Capturing, trapping or killing of wildlife within the Community, except in circumstances posing an imminent threat to the safety of persons using the Community;

(p) Any activities involving exploration for or removal of natural resources (other than activities of Declarant or governmental authorities or utility companies in connection with the provision of water to the Property), or which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community, or which pose an unreasonable threat of wildfire or use excessive amounts of water or which result in unreasonable levels of sound or light pollution, except such site work as is normal and customary in the course of permitted construction activities; and

(q) Any construction, erection, or placement of any thing, permanently or temporarily, on the outdoor portions of a Unit or so as to be visible from outside the dwelling on a Unit, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, tents and other temporary structures; signs and ornamentation; basketball hoops, swing sets and similar sports and play equipment; mailboxes, outdoor clothes drying facilities, barbecue grills, garbage cans and woodpiles; swimming pools; above-ground utilities (except temporary power and telephone lines during construction on a Unit); antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind.

4. Connection to Community Natural Gas System. Within 120 days after a community natural gas system becomes available to serve all or a portion of the Community, the Owners of Units to which such system is available shall connect any dwelling on their Units to such system and cease use of, remove and properly dispose of any liquid propane tank and related enclosure to which the dwelling was connected prior to the availability of the community natural gas system.

5. Denitrification Sewage Disposal Systems. The only septic system that are allowed within Job's Peak Ranch are the denitrification - individual sewage disposal system as per NDEP (Nevada Division of Environmental Protection) requirements and must provide effluent out of the system with 10mg/l or less of total nitrogen. Reference is hereby made to the recorded final map notes.

EXHIBIT "C"

Governing Documents and Information Resources

The following are available for convenient download at

Website: www.jobsppeakranchhoa.com

ALC Governing Documents

JPR ARTICLES OF INCORPORATION
JPR ASSOCIATION BYLAWS
JPR CC&R'S RESTATED-COVENANTS,
CONDITIONS AND RESTRICTIONS
JPR ARCHITECHURAL DESIGN GUIDELINES
JPR ARCHITECHURAL DESIGN RULES AND REGULATIONS
JPR ARCHITECHURAL DESIGN COUNCIL CHARTER
JPR ASSOCIATION EXHIBIT "B" RULES
JPR MAPS UNIT ONE Thru SIX

Information Resources

JPR ASSOCIATION PROPERTY MANAGER CONTACT
PROPERTY OWNER INFORMATION FORM
And OWNER ISSUE REPORTING FORM
JPR CONTRACTOR. INFORMATION
CONTRACTOR RULES and CONTRACTOR AGREEMENT
JPR ALC SUBMITTAL ARCHITECT CHECKLIST
JPR ALC MINOR HOME/PROPERTY MODIFICATION FORM
JPR ASSOCIATION ALC CONSTRUCTION REVIEW FEES
JPR BIOMASS FACILITY RULES
DOUGLAS COUNTY TITLE SIX