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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
RAINSHADOW RANCH**

**DECLARATION  
OF  
COVENANTS,  
CONDITIONS  
AND  
RESTRICTIONS  
OF  
RAINSHADOW RANCH**



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**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**OF**  
**RAINSHADOW RANCH**

THIS DECLARATION is made this \_\_\_\_\_ day of January, 2007, by GREGORY C. LYNN and SUZANNE TOWSE, Trustees of the 1995 Gregory C. Lynn and Suzanne Towse Trust Agreement, dated 16 May 1995, (hereinafter collectively referred to as "Declarant").

**ARTICLE I**

**RECITALS AND DECLARATION**

1.1 Ownership of Property: Declarant is the owner of that real property located in Douglas County, Nevada, described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Project."

1.2 Intention of Declarant: The Project is commonly known and referred to as Rainshadow Ranch. The Project primarily consists of Lots upon which single family residences will be constructed. By this Declaration, Declarant intends to set forth the common plan for the use, enjoyment, maintenance, repair, restoration and improvement of the Project (as hereinafter defined) and the interests therein conveyed or reserved, and for the payment of any and all expenses pertaining thereto. Declarant also intends to impose upon the Project mutually beneficial restrictions under a general plan or regimen of improvements for the benefit of the Project and the future owners therein and intends to create a general plan that can benefit and burden other property in the vicinity of the Project if and when such other property is annexed hereto as described in Article VII below.

1.3 Declaration and Property Subject Thereto: NOW, THEREFORE, in furtherance of such intent, Declarant hereby declares that all of the real property referred to herein as the Project, Exhibit "A" attached hereto, and such other real property as may become annexed and subject hereto as described in Article VII of this Declaration is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of some or all of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of all of said real property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with said real property and shall be binding upon and shall inure to the benefit of Declarant, and each and every party having or acquiring any right, title or interest in the real property subject hereto or any part thereof and shall inure to the benefit of and shall be binding upon each successor in interest thereto. Each and all of said limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be and shall be construed as equitable servitudes, enforceable by any of the Owners of any portion of the real property subject hereto against any other owner, tenant or occupant of said real property or any portion thereof.

## ARTICLE II

### DEFINITIONS

2.0 General: The words defined in the following paragraphs of this Article II shall have the meaning specified when capitalized in this Declaration unless the context requires otherwise or unless expressly provided to the contrary.

2.1 Beneficiary: A beneficiary under a deed of trust or a mortgagee under a mortgage, and/or the assignee of such beneficiary or mortgagee.

2.2 Declarant: Means and refers to GREGORY C. LYNN and SUZANNE TOWSE, Trustees of the 1995 Gregory C. Lynn and Suzanne Towse Trust Agreement, dated 16 May 1995, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

2.3 Design Review Committee: The committee created pursuant to Article VI below.

2.4 Design Review Committee Rules: The rules adopted by the Design Review Committee pursuant to Section 6.3 below.

2.5 Improvement: Any building, outbuilding, shed, road, driveway, parking area, walk, fence, wall, stair, arbor, deck, pole, sign, pool, tank, ditch, landscaping, court, gate, statue, marker, bridge, hole, pipe, screening wall, retaining wall, hedge, wind break, planting, planted tree and shrub, and any other structure or landscaping improvement of every type and kind.

2.6 Lot: Each Lot within the Rainshadow Ranch Project, as the same may be shown on the Subdivision Map therefore, other than common areas (if any) which may or may not be hereinafter created. Such Lots shall consist of the separate Lots within the Project and, after any annexation as described in Article VII below, shall include all other property so annexed. Lot shall include single family type Lots, whether created by a Subdivision Map or by another mapping procedure provided by the laws of the State of Nevada.

2.7 Mortgage: An instrument securing monetary obligations, including a deed of trust as well as a mortgage.



2.8 Mortgagee: A beneficiary under or holder of a deed of trust as well as a mortgagee named in a mortgage.

2.9 Owner: The record Owner of any Lot subject to this Declaration that is subject hereto and the record owner of any parcel that is annexed. "Owner" shall include a vendee under an Installment Contract of Sale and shall exclude the vendor thereunder and those having an interest in any property that is subject to this Declaration solely for security for the performance of an obligation.

2.10 Purchaser: A purchaser who is unrelated to Declarant or any corporation, partnership, joint venture, or other business entity in which Declarant has no ownership interest or over which Declarant exercises no contractual or other control.

2.11 Residential Unit: The structure or structures situated upon a Lot designed or arranged for use and occupancy as a residence on a monthly or annual basis, including any garage, carport and guest house located on such Lot.

2.12 Single Family: One (1) or more persons each related to the other by blood, marriage or legal adoption or a group of not more than four (4) persons not all so related together with their domestic employees and servants who maintain a common household in a Residential Unit and casual guests.

2.13 Visible from Neighboring Property: With respect to any given object, such object is or would be visible to a person six (6) feet tall standing on an assumed floor elevation two (2) feet above the surface of any neighboring property in the area involved, assuming that the property had an elevation equal to the highest elevation of the ground surface of that portion of the area upon which the object is located.



## ARTICLE III

### PROPERTY RIGHTS

It is hereby recognized by the Declarant, and it shall be binding on all of the Owners of the property of the Project, that the Project is located in a rural, agricultural area of Douglas County. The location of the Subdivision is in the midst of existing, ongoing agricultural operations, which operations include, but are not limited to, plowing, discing, planting, harvesting, baling, rearing of cattle or other livestock, all of which occur in the normal course of agricultural operations. These operations may occur at different times of the day in order to utilize the best climatic and crop conditions. All of the Owners shall accept and accede to the prior rights of agriculture in those areas surrounding the Subdivision. The Owners of the Subdivision shall hold harmless the Declarant and adjacent agricultural operations for any inconvenience or nuisance which may be occasioned upon them, whether as a result of their livestock or as a result of the agricultural operations. This hold harmless shall not extend to intentional acts committed against the Owners of this property.

It is further acknowledged that the Owners of this Subdivision shall maintain all perimeter fences of the Subdivision so as to prevent the straying of livestock, whether owned by the Owners or by adjacent agricultural operators.

Nothing herein contained shall be deemed to require the Declarant to continue its agricultural pursuits and nothing herein contained shall be deemed to have vested in any Owner any right to require Declarant to continue its agricultural pursuits.



## ARTICLE IV

### WAIVER OF PARTITION

There shall be no judicial partition of the property subject to this Declaration of Covenants, Conditions and Restrictions. Each Owner and the successors of each Owner, whether by deed, gift, devise or operation of law, for their own benefit or for the benefit of their respective Lots and for the benefit of all other Owners specifically waive and abandon all rights, interest and causes of action for a judicial partition of the tenancy in common ownership of the Property and do further promise and covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment until the happening of the conditions set forth in Section 10.1 hereof; provided, however, that if any Lot shall be owned by two (2) or more co-tenants as tenants in common, as joint tenants, or as community property, nothing herein contained shall be deemed to prevent a judicial partition as between such co-owners of a Lot as to their undivided interests therein and thereto.

## ARTICLE V

### RIGHTS AND RESTRICTIONS ON

#### USE OF LOTS

Each Lot shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions:

5.1 Lot Use: For each and every Lot which is the subject of these restriction provisions there is hereby established no square footage requirement for the residential structure to be built on such Lot.



a.. Each house shall have the following setbacks:

(1) A minimum of thirty feet (30') in the front of the house and the rear of the house, as measured from the property line; and

(2) A minimum of twenty feet (20') on each side of the house, as measured from the property line.

b. The side setbacks mentioned herein are intentionally created to be twice as large as the setbacks demanded by Douglas County Code, as currently existing at the time of this document, and shall control over County Code.

5.2 Height Restrictions: No home shall be of a height greater than one and one-half (1 ½) stories. A one and one-half story home shall be characterized as having two levels of living area. It has dormers in the half-story area and a steep roof slope. The half-story is located directly above the ceiling of the first story. With the exception of the dormers, the ceiling of the half-story is contained under the roof of the first story. Further, a one and one-half story home shall have a maximum roof pitch of eight inches (8") vertical rise for every twelve inches (12") of horizontal run.

All homes are subject to review and approval by the Design Review Committee. Under no circumstances shall homes of one and one-half story have windows in the upstairs of the home with a direct view into the neighboring homes or yards that are immediately adjacent to either the rear or side lot lines. A window with a sill of six feet (6') or higher above the floor shall not be considered to provide a direct view.

5.3 Animals: No animals, reptiles, rodents, birds, fish, livestock, or poultry, except a reasonable number of household pets, shall be kept on any Lot or in any structure on the Lot. The provisions of the local County Code governing household pets shall be determinative. There shall be no commercial rearing of animals of any type.



5.4 Signs: No permanent signs of any kind shall be displayed to the public view on or from any Lot without the approval of the Design Review Committee. However, signs of a temporary nature shall be allowed (e.g., "For Sale," "For Rent," political campaigns, *et cetera*) provided they are removed within three (3) calendar days following the event which necessitates their removal (e.g., the home is sold or rented, or the election is held).

5.5 Trailers, Boats and Motor Vehicles: No mobile home, trailer of any kind, truck camper larger than a one (1) ton pickup truck, recreational motor home or boat shall be kept, placed, maintained, constructed, repaired or permitted to be parked upon any Lot or street within the Project or adjacent street visible from Neighboring Property for a period of more than seventy-two (72) hours, unless it is kept behind a suitable screened area at least six (6) feet in height. No vehicle may be parked in the designated setback areas within the project.

The foregoing provisions however shall not apply to emergency vehicle repairs, temporary construction shelters, or facilities maintained during and used exclusively in connection with the construction of any work or improvement. No commercial vehicles of any nature shall be parked or stored on any Lot or on the streets of the Project, unless stored inside a garage. This restriction shall not apply to any commercial vehicle providing services to Owners of Lots, provided that such vehicle is only present in the Project the duration necessary to provide such services.

5.6 Antennae: No antenna or satellite dish shall be erected, used or maintained outdoors whether attached to a building or structure or otherwise nor shall any tower type structure be placed, constructed or maintained on any Lot, unless such antenna has been approved by the Design Review Committee.

5.7 Utility Service: No lines, wires or devices for transmission of electric current or telephone, television and radio signals shall be constructed, placed or maintained anywhere on any Lot unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of improvements and buildings.

5.8 Maintenance of Lawns, Plantings and Landscape: Each Owner shall keep all shrubs, trees, grass and plantings on his Lot neatly trimmed, properly cultivated and free from trash, weeds and other unsightly material. Each Owner shall replace any tree or plant that dies or becomes diseased. The Design Review Committee must review and approve any landscape design, or change in fencing, that would alter the original landscaping or fencing provided with the property.

5.9 Mineral Exploration: No Lot or portion thereof shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or other substance. No drilling, exploration, refining, quarrying or mining operations of any kind shall be conducted or permitted to be conducted thereon, nor shall wells, tanks, tunnels, mineral excavations, shafts, derricks, or pumps used to mine or drill for any such substances be located on any Lot.

5.10 Machinery and Equipment: No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of any Improvement then so used, maintained or constructed on such Lot.

5.11 Diseases and Insects: No Owner shall permit any thing or condition to exist upon his Lot that shall induce, breed or harbor infectious plant or tree diseases, noxious insects or noxious

weeds.

5.12 No Further Subdivision: No Lot or Common Area (if any) shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Design Review Committee and Declarant; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot or Common Area (if any) and convey any easement or other interest less than the whole, all without the approval of the Design Review Committee; and provided, further, that nothing herein shall be deemed to require the approval of the Design Review Committee for the transfer or sale of any Lot, including improvements thereon, to more than one (1) person to be held by them as tenants in common or joint tenants, or for the granting of any mortgage or deed of trust.

5.13 Assignment by Declarant: Any other provision of this Declaration to the contrary notwithstanding, Declarant may assign in whole or in part any of its privileges, exemptions, rights and duties under this Declaration to any other person and may permit the participation in whole or in part by any other person in any of its privileges, exemptions, right and duties hereunder.

5.14 Declarant's Right to Grant Easements: The Declarant shall have the right prior to the termination of these Covenants, Conditions, and Restrictions to grant and reserve easements and rights of way through, under, over and across the Project for construction purposes, and for the installation, maintenance, and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities.



## ARTICLE VI

### DESIGN REVIEW COMMITTEE

6.1 Appointment of Design Review Committee: The Design Review Committee shall consist of not fewer than three (3) nor more than five (5) persons. The Declarant shall initially appoint the members to the Design Review Committee. The Declarant shall retain the right to appoint, augment or replace all members of the Design Review Committee until such time as one hundred percent (100%) of the Lots within the Project have been conveyed by Declarant. The Design Review Committee shall cease to exist upon the successful construction of the final house within the Project, and the approved landscaping thereof.

If, in Declarant's sole discretion, it is necessary to perform those duties, and enforce those rules that would otherwise be delegated to the Design Review Committee, he shall have the right to do so, but not the duty.

6.2 Meetings: The Design Review Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of its members shall constitute an act by the Design Review Committee. The Committee may charge a filing fee to be used to pay an architect who may or may not be a Committee member to review any submitted plans and specifications. The Design Review Committee may reimburse members for reasonable expenses incurred by them in the performance of any Design Review Committee function.

#### 6.3 General Provisions:

A. The Design Review Committee may assess a fee not to exceed One Hundred Dollars (\$100.00) per submission of plans in connection with review of plans and specifications including, without limitation, the number of sets of plans to be submitted; however, the Design

Review Committee may delegate its plan review responsibilities to one or more members of such Design Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Design Review Committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

All plans must be approved prior to any construction, installation or other improvements.

B. The establishment of the Design Review Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify or otherwise have control over the Lots as may otherwise be specified in this Declaration.

C. In the event the Design Review Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Design Review Committee, such plans and specifications will be deemed approved.

6.4 Nonliability for Approval of Plans: Plans and specifications are not approved for engineering design, and by approval of such plans and specifications neither the Design Review Committee, the members thereof, nor Declarant assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications, or for the failure of a set of plans to conform to applicable County Code.

6.5 Reconstruction After Destruction: The reconstruction after destruction by casualty or otherwise of any Improvements shall be accomplished in compliance with the provisions of this Article.

6.6 Subterranean Improvements: No Improvement which will extend beneath the surface of the ground for a distance of more than eighteen (18) inches shall be commenced unless plans and specifications therefore have been approved by the Design Review Committee. Without limiting the generality of the foregoing, the Design Review Committee shall not approve plans or specifications for any such subterranean improvement which interferes with drainage unless adequate provision has been made to relocate the drainage flow to the satisfaction of the Design Review Committee. The procedures used by the Design Review Committee shall be provided to Lot Owners at the time of purchase, and shall contain information for submitting such plans and specifications, time limitations for completion of improvements in compliance with approved plans and specifications, and determining when such plans and specifications shall be deemed approved.

6.7 Yard Landscaping: Each Lot Owner shall be responsible for landscaping and maintaining their own individual Lot. Landscaping must comply with the following guidelines:

A. Any landscaping or fencing that is visible from the street or from a neighbor's lot is subject to the prior review and approval of the Design Review Committee.

B. Any fencing the Owner desires to place on the property in an area that is visible from the street or from a neighbor's lot is subject to the prior review and approval of the Design Review Committee, subject to the following guidelines:

(1) Any white vinyl fencing existing as of the date of this document is acceptable and may be repaired and/or replaced with similar material.

(2) Solid fences, of any type, may not be installed in the setback areas, with the exception of the rear boundary lines of lots south of Acorn Way, where such fences may be installed on the property boundary line that is adjacent to the Drayton Boulevard right-of-way.



(3) Fencing over three feet (3') in height shall not be installed in the setback areas. Any fencing installed by Declarant may be repaired and/or replaced with similar materials of similar size, even if it is not in conformity with this requirement.

(4) Fence design and placement is subject to review and approval by the Design Review Committee. Under no circumstances will chain link or dog-eared wood boards be permitted as perimeter fencing.

C. Owner is responsible for landscaping all setback areas adjacent to their property. This landscaping is also subject to review and approval of the Design Review Committee. Under no circumstances shall any tree, shrub, bush, plant or other foliage that is not fully deciduous, and more than eighteen (18) feet in height be located within the Project. The Design Review Committee, as well as any Lot Owner within the Project, shall have the right to demand that any other Lot Owner remove, trim, top or prune any non-deciduous tree, shrub, bush, plant or other foliage, that exceeds 18 feet in height. Any Lot Owner with a rear yard south of Acorn Way and adjacent to Drayton Boulevard shall be exempted from this requirement so long as the non-deciduous tree, shrub, bush, plant or other foliage is actually located between the Lot Owner's home and Drayton Boulevard.

D. Within the first eighteen (18) months after escrow closes for each respective Owner on their own individual property, that Owner is responsible for landscaping their respective yard, and/or establishing perennial drought tolerant grasses in any areas visible from the street or a neighboring property, in such a manner as has been approved by the Design Review Committee.

Each Lot Owner shall place a Two Thousand Dollar (\$2,000.00) deposit with Declarant, such sum to be security against Lot Owner's compliance with the requirements herein. Said \$2,000.00 deposit shall be due and owing at the close of escrow, and shall be paid to a party or



institution of Declarant's choosing.

E. No exterior lighting shall be directed towards the sky, neighboring parcels, streets, roadways, or other areas not directly in the Lot Owner's front, side, or rear yard areas. No exterior blinking, strobe or colored lighting of a permanent nature shall be allowed. All exterior lighting shall be of the minimum intensity necessary to fulfill the purpose of that light. Any lighting attached to a motion sensor or photocell must have an override switch so that it may be deactivated when not in use.

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

F. Any fencing or landscaping already in existence at the time of these Conditions, Covenants and Restrictions, is exempt from compliance with this section.

6.8 Nonapplicability to Declarant: The provisions of this Article shall not apply to property owned by Declarant.

## ARTICLE VII

### ANNEXATION

7.1 Annexation: Declarant may at any time from time to time add to the property which is covered by this Declaration. Upon the recording of a Declaration of Annexation affecting the property to be added, the provisions of this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally part of the Project.

7.2 Contents of Declaration of Annexation: Any Declaration of Annexation referred to in Section 7.1 shall contain an exact description of the added land and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the added land to the original land covered by this Declaration and extending the jurisdiction of these restrictive covenants to cover

the added land. The "Project" shall be redefined to include the added land in addition to the original land. A Declaration of Annexation may contain such complementary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the added land which may be significantly at variance with the original land.

7.3 De-annexation: Declarant may de-annex any Lot within the Project from this Declaration, without the consent of any Owner, at any time prior to the conveyance of the last Declarant-owned Lot within the Project. Such de-annexation shall be effected by recording a De-annexation Declaration. Upon recordation of the De-Annexation Declaration, the Lot shall be removed and de-annexed from this Declaration and thereafter shall be free from the obligations, requirements, declaration, limitations, covenants, conditions and restrictions set forth herein.

## ARTICLE VIII

### LIMITATION OF RESTRICTIONS

8.1 Limitations of Restrictions: Declarant is undertaking the work of constructing lots for the location of Residential Units within the Project. In order that said work may be completed and that the Project be established as a fully occupied community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant or its contractors, or subcontractors from doing within Project, whatever is reasonably necessary or advisable in connection with the commencement or completion of said work; or

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonably necessary for



the conduct of its business of completing said work and establishing said Project as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

C. Prevent Declarant from conducting on any part of the Project its business of completing said work and of establishing said Project as a residential community and of disposing of said Lots by sale, lease or otherwise; or

D. Prevent Declarant from maintaining such sign or signs on any of the Project, as may be necessary for the sale, lease or disposition thereof; or

E. Prevent Declarant from continuing any agricultural operations on the undeveloped portions of the Project or on those recorded Lots prior to the sale of such Lots; or

F. Prevent Declarant from stockpiling materials used in Declarants' business, construction or agricultural operations; and

G. Require Declarant to go through the Design Review Committee procedure described in Article VI in respect to structures to be constructed by Declarant, provided such structures are consistent with the intent of the Design Review Committee Rules. The provisions of this paragraph (G) shall only be effective for the period in which the Declarant maintains the right to appoint a majority of the Design Review Committee.

## ARTICLE IX

### RIGHTS OR MORTGAGES AND TRUST DEED BENEFICIARIES

Holders of first mortgages and trust deeds on the Project and Lots made for value and in good faith shall be entitled to the rights and privileges set forth in this Article.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

#### 10.1 Amendment and Duration:

A. Amendment: Declarant retains the sole right to amend the provisions hereof until such time that Declarant owns fewer than ten (10) Lots. Thereafter, except as otherwise provided herein, the provisions hereof may be amended by an instrument in writing signed and acknowledged by not less than fifty-one percent (51%) of the Owners, which amendment shall be effective upon recordation in the Office of the Recorder of Douglas County, Nevada. Provided, however, that the Declarant may amend these restrictive covenants prior to the sale of the Lot constituting the 33<sup>rd</sup> Lot sold from Declarant's ownership. No amendment may be made to those provisions exempting the Declarant from these restrictions.

B. Duration: The provisions of this Declaration, including the covenants, conditions and restrictions contained herein, shall continue and be effective for a period of fifty (50) years from the date of recordation and shall be automatically extended for successive periods of ten (10) years until a seventy-five percent (75%) vote of the Owners of all of the Lots within the Project shall determine that they shall terminate and notice thereof is recorded in the office of the Recorder of Douglas County, Nevada.

#### 10.2 Enforcement and Nonwaiver:

A. Right of Enforcement: Except as otherwise provided herein, Declarant, and any Owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by this Declaration upon the Owners of any Lot in a court of law. This Declaration shall be liberally construed together to promote and effectuate the

fundamental concepts of the Project, as set forth in the preamble of this Declaration.

B. Restrictions Severable: Notwithstanding the provisions of subparagraph (a) above, the covenants, conditions and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. Singular Includes Plural: The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

D. Captions: All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of this Declaration.

10.3 Manufactured Housing Prohibited.


Any manufactured housing, as defined by Nevada Revised Statutes 118B.015, 489.113, 489.120, and 489.125, as now or hereafter defined and existing from time to time, is prohibited within the Project. Any manufactured home existing within the Project as of the date of this document is exempted; however, if, for any reason, said manufactured home shall be intentionally removed, it may not be replaced by another manufactured home.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

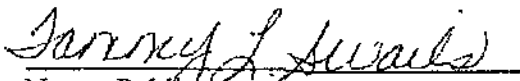
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its

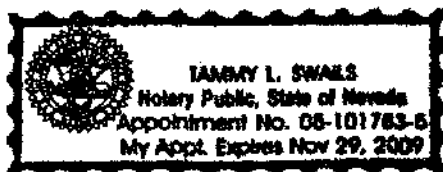
hand and seal this 3RD day of January, 2007.

  
GREGORY C. LYNN, Co- Trustee of the  
1995 Gregory C. Lynn and  
Suzanne Towse Trust Agreement,  
dated 16 May 1995.


STATE OF NEVADA        )  
  ) ss.  
COUNTY OF DOUGLAS    )

On Jan. 3, 2007, before me, a notary public, personally appeared GREG LYNN, ~~personally known~~ (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

  
Notary Public

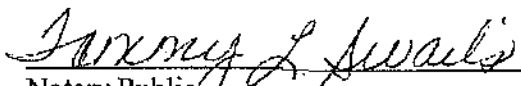


IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3RD day of January, 2007.

  
SUZANNE TOWSE, Co- Trustee of the  
1995 Gregory C. Lynn and Suzanne Towse Trust  
Agreement, dated 16 May 1995.

STATE OF NEVADA        )  
  ) ss.  
COUNTY OF DOUGLAS    )

On Jan. 3, 2007, before me, a notary public, personally appeared SUZANNE TOWSE, ~~personally known~~ (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

  
Notary Public

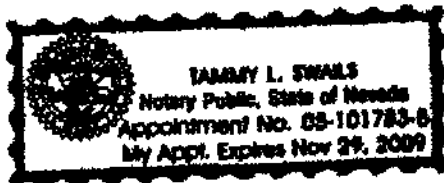


EXHIBIT "A"

Legal Description:

*10 & 23 through 28 and 33*

Lots 1 through ~~33~~ as set forth on the Final Subdivision Map for Rain Shadow Ranch Phase 1, PD 04-002, filed for record in the office of the County Recorder of Douglas County, State of Nevada on June 28, 2007 in Book 0607, Page 9070, as Document No. 703979.

A Portion of 1220-17-601-001.

