

From: Jeannie

Redinger 231eb4829b641abdf701b0da554271efd3ecaf45ee697e2269de72338400fcac@kenyonandassociates.mailer.appfolio.us

Subject: The Fairways

Date: June 27, 2022 at 11:33:35 AM

To: jhouston@churchillradiology.com

Please see attached Revised CC&R Amendment 3 which addresses standby electric generators and CC&R Amendment 4 which addresses parking of Trailers, Boats and Motor Vehicles. The documents were recorded on June 15, 2022.

If you have any questions, please contact Jeannie Redinger, your Community Manager at 775-674-8000 ext. 207 or email jeannie@kenyonandassociates.com.

Thank you



Fairways at...ndment.pdf
344 KB



Fairways at...ndment.pdf
429 KB

DOC #5310619
06/15/2022 09:34:03 AM
Electronic Recording Requested By
LEACH KERN GRUCHOW ANDERSON SO
Washoe County Recorder
Kalie M. Work
Fee: \$43.00 RPTT: \$0
Page 1 of 6

When recorded mail to:
Fairways at Fieldcreek Ranch Homeowners Association, Inc.
c/o Leach Kern Gruchow Anderson Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**THE FAIRWAYS AT FIELDCREEK RANCH
THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FIELDCREEK UNIT 12A and 12B**

This Third Amendment to the Declaration of Protective Covenants (“Third Amendment”) is made effective June 8, 2022 by the Fairways at Fieldcreek Ranch Homeowners Association, and certified by the President and Secretary of The Fairways at Fieldcreek Ranch Homeowners Association, Inc., a Nevada non-profit corporation (the “Association”).

RECITALS:

R1. WHEREAS, the Declaration of Protective Covenants (“Declaration”) was recorded on September 21, 2000, as Document No. 2484366 of the Official Records of Washoe County, State of Nevada as to the real property described in Exhibit “A”, attached as Exhibit “A” to the Declaration and such Exhibit “A” also attached hereto;

R2. WHEREAS, the first amendment, entitled the Amendment to Fairways at Fieldcreek Ranch Declaration of Protective Covenants was recorded on November 1, 2007, as Document No. 3590660 of the Official Records of Washoe County, State of Nevada;

R3. WHEREAS, the second amendment, entitled Fairways at Fieldcreek Ranch First Amendment to the Declaration was recorded on March 11, 2014, as Document No. 4333434 of the Official Records of Washoe County, State of Nevada;

R4. WHEREAS, not less than fifty-one percent (51%) of the voting power of the Association approved this Third Amendment as hereinafter set forth;

R5. WHEREAS, except as specifically provided below, all other provisions of the Declaration remain in full force and effect;

NOW, THEREFORE, the undersigned hereby acknowledge and certify that the Owners (as defined in the Declaration) entitled to cast at least fifty one percent (51%) of the votes affirmatively vote to amend the Declaration.

1. Section III.o of the Declaration is amended and shall be replaced in its entirety as follows:

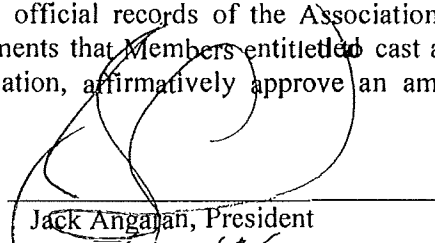
o. Machinery and Equipment. Except as provided below, no machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with and during the use, maintenance, or construction of a residence or other structure. A Lot Owner may install a standby electric generator (SEG) after an application package has been submitted to and approved by the Committee as provided in Article IV. Only natural gas-powered generators are permitted. No SEG may interfere with the peaceful enjoyment of the residents of any adjacent Lot. The Committee shall be required to propose for the Board's approval Architectural Committee Rules to address SEG before considering any applications and such additional Rules shall be adopted within sixty days of the recordation of the Amendment approving this change. Thereafter, the Committee may revise such Rules as allowed by Article IV.E. No equipment for air conditioning, heating, fuel storage, or other uses shall be installed or maintained outside of or protruding through the walls, windows, or roof of any building in the Development except for an approved SEG or for such equipment as is initially approved and installed during construction or thereafter as approved by the Committee.

2. Except as specifically amended, all other provisions of the Declaration shall remain in full force and effect.

Certification

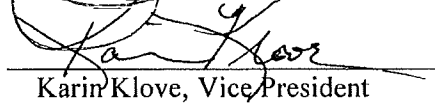
We, the undersigned, hereby certify, under penalty of perjury, that this Third Amendment to the Declaration of Protective Covenants was provided to its members for action and that thirty-seven (37) members voted in favor of this Amendment; that the affirmative action was taken by those members whose votes are recorded in the official records of the Association, and that such affirmative vote conforms with the requirements that ~~Members entitled to~~ cast at least fifty-one percent (51%) of the votes of the Association, affirmatively approve an amendment to the Declaration.

By:



Jack Angalan, President

By:



Karin Klove, Vice President

NOTARIES ON FOLLOWING PAGE

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 7th day of June, 2022, personally appeared before me, a Notary Public, Jack Angaran, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument in his authorized capacity.



Sherie L. Morrill
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 8th day of June, 2022, personally appeared before me, a Notary Public, Karin Klove, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument in his authorized capacity.

Sherie L.
NOTARY PUBLIC



EXHIBIT A

2453636
06/07/2000

PARCEL 114

All that piece or parcel of real property situate in the east half of Section 19, T.18 N., R.20 E., M.D.B. & M., in Washoe County, Nevada, and more particularly described as follows:

Commencing at the Southeast Section corner of said Section 19; Thence on a bearing of N.81°24'47"W. a distance of 769.73 feet to the True Point of Beginning; Thence the following courses and distances:

	N.88°52'39"W.	-	748.00 feet;
	N.04°00'27"W.	-	186.00 feet;
	N.66°04'33"E.	-	168.00 feet;
	N.12°29'33"E.	-	160.00 feet;
	N.08°35'27"W.	-	74.30 feet;
	S.85°15'44"W.	-	200.00 feet;
	S.66°06'43"W.	-	160.99 feet;
	N.58°13'47"W.	-	421.75 feet;
	N.27°42'14"E.	-	790.34 feet;
	N.40°44'36"E.	-	304.85 feet;
	N.47°06'07"E.	-	880.00 feet;
	S.55°55'27"E.	-	240.00 feet;
	N.62°39'33"E.	-	160.00 feet;
	N.01°34'33"E.	-	995.00 feet;
	N.16°25'27"W.	-	319.00 feet;
	N.73°24'33"E.	-	200.00 feet;
	N.12°05'27"W.	-	200.95 feet;
	S.85°25'27"E.	-	285.44 feet;
	N.09°14'33"E.	-	86.00 feet to the beginning of a
	tangent curve to the left, whose central angle is 12°38'31" with a radius of 810.00		
	feet, through an arc distance of 178.72 feet;		
Thence	N.36°50'44"E.	-	37.66 feet;
	N.69°08'59"E.	-	103.29 feet;
	N.62°11'37"E.	-	55.37 feet to a point on the east
	Section line of Section 19;		
Thence	S.01°28'02"W.	-	710.00 feet;
	N.88°31'58"W.	-	147.58 feet;
	S.01°28'02"W.	-	147.58 feet;
	S.88°31'58"E.	-	147.58 feet;
	S.01°28'02"W.	-	611.26 feet to the East quarter Section
Corner of said Section 19;	Thence continuing along the section line;		
	S.00°34'43"W.	-	820.95 feet; Thence leaving the
Section line			
	N.89°25'17"W.	-	387.04 feet;
	S.24°55'27"E.	-	515.11 feet;
	S.40°19'33"W.	-	162.00 feet;
	N.64°55'27"W.	-	190.00 feet to a point on a curve to the
	right, concave northwest, whose tangent bears S.12°29'33"W., with a central angle of		



59°42'33", a radius of 192.00 feet, through an arc distance of 200.09 feet to a reversing curve to the left, concave southeasterly, whose central angle is 05°36'52", with a radius of 1910.0 feet, through an arc distance of 187.16 feet; Thence S.01°39'33"W.. a distance of 992.06 feet to the Point of Beginning and containing 72.67 acres.

BASIS OF BEARINGS: NAD 83 (West Zone)

DOC #5310685

06/15/2022 11:43:15 AM

Electronic Recording Requested By
LEACH KERN GRUCHOW ANDERSON SO
Washoe County Recorder
Kalie M. Work

Fee: \$43.00 RPTT: \$0

Page 1 of 6

When recorded mail to:
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c/o Leach Kern Gruchow Anderson Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**THE FAIRWAYS AT FIELDCREEK RANCH
FOURTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FIELDCREEK UNIT 12A and 12B**

This Fourth Amendment to the Declaration of Protective Covenants ("Fourth Amendment") is made effective June 15, 2022 by the Fairways at Fieldcreek Ranch Homeowners Association, and certified by the President and Secretary of The Fairways at Fieldcreek Ranch Homeowners Association, Inc., a Nevada non-profit corporation (the "Association").

RECITALS:

R1. WHEREAS, the Declaration of Protective Covenants ("Declaration") was recorded on September 21, 2000, as Document No. 2484366 of the Official Records of Washoe County, State of Nevada as to the real property described in Exhibit "A", attached as Exhibit "A" to the Declaration and such Exhibit "A" also attached hereto;

R2. WHEREAS, the first amendment, entitled the Amendment to Fairways at Fieldcreek Ranch Declaration of Protective Covenants was recorded on November 1, 2007, as Document No. 3590660 of the Official Records of Washoe County, State of Nevada;

R3. WHEREAS, the second amendment, entitled Fairways at Fieldcreek Ranch First Amendment to the Declaration was recorded on March 11, 2014, as Document No. 4333434 of the Official Records of Washoe County, State of Nevada;

R4. WHEREAS, the third amendment, entitled Fairways at Fieldcreek Ranch Third Amendment to the Declaration was recorded on 6/15/22 as Document No. 5310685 of the Official Records of Washoe County, State of Nevada;

R5. WHEREAS, not less than fifty-one percent (51%) of the voting power of the Association approved this Fourth Amendment as hereinafter set forth;

R6. WHEREAS, except as specifically provided below, all other provisions of the Declaration remain in full force and effect;

NOW, THEREFORE, the undersigned hereby acknowledge and certify that the Owners (as defined in the Declaration) entitled to cast at least fifty one percent (51%) of the votes affirmatively vote to amend the Declaration.

1. Section III.g of the Declaration is amended and shall be replaced in its entirety as follows:

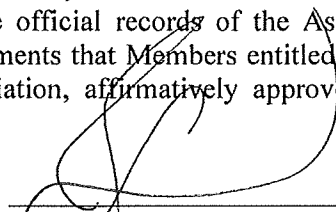
g. Trailers, Boats and Motor Vehicles. Except for loading and unloading, no mobile home, trailer of any kind, truck larger than a one ton truck, recreational vehicle, or boat shall be kept, placed, maintained, constructed, repaired, or permitted to be parked or stored upon any Lot or street within the Development visible from neighboring property for more than seventy-two (72) hours, nor more than five (5) days in any thirty (30) consecutive day period. In all other instances such items may be parked and stored for indefinite periods of time, but only if such items are parked or stored in a specifically designated space or enclosure previously approved for such use in writing by the Committee, on a case-by-case basis after consideration of its visibility from streets, adjacent lots, and the Wolf Run Golf Course. No camper tops shall be stored or kept in driveways or in any areas which are visible from neighboring Lots, streets, or roadways. The foregoing provision shall not apply to emergency vehicles or temporary construction vehicles or facilities maintained during and used exclusively in connection with the construction of any work of improvement approved by the Committee. No commercial vehicles of any nature shall be parked or stored on any Lot or on the streets of the Development, except for a commercial vehicle providing services to Owners or to the Association, and in such event, only for the duration necessary to provide such services, unless approved in writing by the Committee.

2. Except as specifically amended, all other provisions of the Declaration shall remain in full force and effect.

Certification

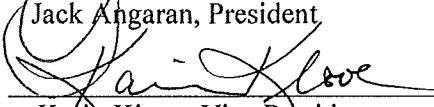
We, the undersigned, hereby certify, under penalty of perjury, that this Fourth Amendment to the Declaration of Protective Covenants was provided to its members for action and that thirty-four (34) members voted in favor of this Amendment; that the affirmative action was taken by those members whose votes are recorded in the official records of the Association, and that such affirmative vote conforms with the requirements that Members entitled to cast at least fifty-one percent (51%) of the votes of the Association, affirmatively approve an amendment to the Declaration.

By:



Jack Angaran, President

By:




Karin Klove, Vice President

NOTARIES ON FOLLOWING PAGE

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 7th day of June, 2022, personally appeared before me, a Notary Public, Jack Angaran, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument in his authorized capacity.

 SHERIE L. MORRILL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 99-36888-2 - Expires November 26, 2023
Sherie L. Morrill
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 8th day of June, 2022, personally appeared before me, a Notary Public, Karin Klove, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument in his authorized capacity.

Sherie L. Morrill
NOTARY PUBLIC

 SHERIE L. MORRILL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 99-36888-2 - Expires November 26, 2023

EXHIBIT A

2453636
86/87/2888

PARCEL 114

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	N.88°52'39"W.	-	748.00 feet;
	N.04°00'27"W.	-	186.00 feet;
	N.66°04'33"E.	-	168.00 feet;
	N.12°29'33"E.	-	160.00 feet;
	N.08°35'27"W.	-	74.30 feet;
	S.85°15'44"W.	-	200.00 feet;
	S.66°06'43"W.	-	160.99 feet;
	N.58°15'47"W.	-	421.75 feet;
	N.27°42'14"E.	-	790.34 feet;
	N.40°44'36"E.	-	304.85 feet;
	N.47°06'07"E.	-	880.00 feet;
	S.55°55'27"E.	-	240.00 feet;
	N.62°39'33"E.	-	160.00 feet;
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	tangent curve to the left, whose central angle is 12°38'31" with a radius of 810.00		
	feet, through an arc distance of 178.72 feet;		
Thence	N.56°50'44"E.	-	37.66 feet;
	N.69°08'59"E.	-	103.29 feet;
	N.62°11'37"E.	-	55.37 feet to a point on the east
	Section line of Section 19;		
Thence	S.01°28'02"W.	-	710.00 feet;
	N.88°31'58"W.	-	147.58 feet;
	S.01°28'02"W.	-	147.58 feet;
	S.88°31'58"E.	-	147.58 feet;
	S.01°28'02"W.	-	611.26 feet to the East quarter Section
Corner of said Section 19;	Thence continuing along the section line;		
	S.00°34'43"W.	-	820.95 feet; Thence leaving the
Section line			
	N.89°25'17"W.	-	387.04 feet;
	S.24°55'27"E.	-	515.11 feet;
	S.40°19'33"W.	-	162.00 feet;
	N.64°55'27"W.	-	190.00 feet to a point on a curve to the
	right, concave northwesterly, whose tangent bears S.12°29'33"W., with a central angle of		



59°42'33", a radius of 192.00 feet, through an arc distance of 200.09 feet to a reversing curve to the left, concave southeasterly, whose central angle is 05°36'52", with a radius of 1910.0 feet, through an arc distance of 187.16 feet, Thence S.01°39'33"W., a distance of 992.06 feet to the Point of Beginning and containing 72.67 acres.

BASIS OF BEARINGS: NAD 83 (West Zone)



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Teresa A. Gearhart

Signature

6/15/2022

Date

Teresa A. Gearhart

Printed Name