

ARB RULES & REGULATIONS
As per the CC&Rs and the Rules & Regulations of the
Rainbow Bend Homeowners Association

1.2 The “Architectural Review Board” or “ARB” means the 3 member committee charged with the responsibility of the external design, appearance, use, location and maintenance of the properties as set forth in Article X.

1.3 “Architectural Review Board Rules” means the rules adopted by the ARB

3.1.2 Improvements and Alterations: Architectural Control. No Improvement, construction, repair, painting, excavation, fill, removal of rocks, shrubs or natural vegetation, or other work that alters the land or the exterior appearance of any Improvement upon any Lot shall be made, done, or permitted to be done unless approval therefore is first obtained from the ARB in accordance with the Restated Declaration of Protective Covenants and the procedures established by the ARB Rules, and from the appropriate governmental authority, if required.

3.1.3 Homes. Each numbered Lot shall be occupied by a single family, single story, manufactured or site built home approved by the "ARB" (Architectural Review Board). All manufactured homes shall be new (never lived in) and not less than twenty-four (24) feet in width nor less than forty (40) feet in length and certified as built in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C.A. § 5401 etseq.). No home shall be less than nine hundred and sixty (960) square feet exclusive of garage. All homes must have sixteen (16) inch eaves and overhang. All window and door casing must be anodized white, brown, or other color approved by the "ARB". All electrical service connections and meter boxes for manufactured homes must be factory mounted on the home. All homes will have one car or two car garages except existing carports. No home may have a basement or room below grade. No wood shake or wood shingle roofs are allowed. Siding and roofs may be updated according to new material available on the market and approved by the ARB and RBI-HOA Board of Directors. Any decision of the RBHOA Board of Directors will be final.

3.1.4 Use of Residential Lots. No temporary house, and no temporary or permanent storage building, shack, church, mobile home, tent, barn or other outbuilding shall be erected or placed upon said Lots to be used for residential purposes. No streets, roads, or driveways shall be opened through side lots to serve adjoining property except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified except as approved in writing by the ARB as hereinafter described.

3.1.5 Setback Restrictions. No single-family building shall be located nearer to a street line than ten (10) feet on the front or five (5) feet on the side, nor nearer to an interior side lot line than five (5) feet

unless waived by the *ARB*. For this covenant, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of a building; provided, however, this shall not be construed to permit any portion of the building or construction on any Lot to encroach upon another Lot. This provision shall not apply to any homes in existence as of the date of this Restated Declaration.

Except as approved by the *ARB*, nothing shall be erected, placed or altered on any Lot nearer to any street than the building set back lines unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized. The exposed part of retaining walls shall be made of brick, natural stone, or veneered with brick or natural stone or other material approved in writing by the *ARB*.

3.1.6 Masonry. Whenever buildings erected on any Lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, the entire surface of such blocks exposed above finish grade shall be veneered with brick, natural stone, stucco approved by the *ARB* or other material approved by the *ARB*.

3.1.7 Fences. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Lot within the triangle formed by the street property lines and a line connecting them at points ten (10) feet from the intersection of the street lines. The same sight lines limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such triangle area unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. No perimeter fence may be over six (6) feet high. Perimeter fences must be constructed within two (2) inches of the property line and may be constructed out of such material deemed suitable, by the *ARB* and approved by the Board of Directors.

3.1.8 Commercial Use. Except as otherwise provided in this Restated Declaration or approved by the *ARB*, no part of the Community shall be used or caused, allotted, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose. Any existing commercial use may be continued but may not be expanded without consent of the *ARB*.

Lot A and the north portion of the Clubhouse building thereon may be used for commercial, recreation, retail, wholesale or storage purposes. It may not be used for industrial or manufacturing purposes. Lot B may be used as a parking lot for the benefit of any activities on Lot A. Lot C shall be used for a sewer treatment plant. In the event that the treatment plant should be moved from Lot C so that Lot C is no longer needed to provide sewer services for Rainbow Bend, then the property shall

revert to the homeowners of Rainbow Bend and become Common Area. Lot D shall be used for Recreational Vehicle Storage.

3.1.9 Appearance of Unit. Each Owner shall keep his Lot and the Improvements thereon in a clean and attractive condition. Except for neatly stacked firewood, any patio or deck areas shall not be used for storage of items not to be used in such balcony or patio area, including but not limited to boxes, bicycles, and other unsightly items. Each Owner shall have complete discretion as to the choice of furniture, furnishings, and interior decorating. No plastic or aluminum foil coverings may be placed in or on the windows.

3.1.10 Parking Restrictions. Unless otherwise permitted by the Board, no automobile shall be parked or left within the Community other than in a parking area designated by the Board for the parking and storage of such vehicles. However, parking by commercial vehicles for the purpose of unloading, deliveries shall be permitted in accordance with the Rules and Regulations. Parking spaces shall be used for parking automobiles only and shall not be converted for other storage or recreational activities. All vehicles parked within the community that are not parked within a garage must be licensed, insured and operable.

3.1.11 Trailers, Boats, and Motor Vehicles. The Board may enact reasonable Rules and Regulations governing the storage and operation of trailers, boats, other recreational vehicles and motor vehicles within the Community, including the exclusion of same from the Community. The Association shall have the right to direct the removal of vehicles improperly parked on the Common Area pursuant to NRS 487.038. No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area while located in the Community.

3.1.12 Parking. Each Owner shall park only in parking areas or spaces, as designated by the Rules and Regulations from time-to-time, and in accordance with such Rules and Regulations.

3.1.13 Front Yards. All front yards shall be improved with landscaping, trees and an irrigation system as approved by the ARB.

3.1.14 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such and customary in connection with and during the use, maintenance, or construction of a residence or other structure. No equipment for cooling, 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 Community except for such equipment as is initially constructed by Declarant or thereafter as approved by the ARB.

3.1.15 Barbecues. There shall be no exterior fires except barbecue fires contained within receptacles designed for such purpose or outside fireplaces approved by the ARB.

3.1.16 Animals. No animals or fowl, including without limitation, horses, cows, sheep, goats, pigs and chickens, except for a reasonable number of recognized house or yard pets, shall be allowed or maintained on or in any Lot. The permitted house or yard pets shall be kept, or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or shall otherwise be allowed to become a nuisance. No animal shall be permitted outside of the Lot of the Owner of such animal unless such animal is under the control of a responsible person by means of a leash or other reasonable restraint and such person shall immediately clean up and remove any feces or other matters left by such animal. Upon request of an Owner, the Board, in its sole discretion, shall determine for the purpose of this Section whether a particular animal or fowl shall be considered as a house or yard pet, whether it is a nuisance, and whether the type or number of animals or fowl on or in any Lot is reasonable. The Rules and Regulations may include other rules and regulations pertaining to animals and fowl as may be adopted from time to time.

3.1.17 Garbage and Refuse Disposal. There shall be no exterior burning of trash, garbage or other refuse upon any portion of the Community, nor shall any Owner accumulate on such Owner's Lot any litter, refuse or garbage, except in receptacles provided for such purposes. All Owners shall pay for regular refuse collection service no less frequently than weekly. Every receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible ~~from neighboring property or~~ from any road ~~or Common Area within the Community~~, except at the times when refuse collections are made.

3.1.18 Diseases and Insects. No Owner shall permit anything or condition to exist upon his Lot that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects.

3.1.19 Exterior Sound Devices. No exterior speakers, or other sound devices except security devices used exclusively for security purposes shall be located, used, or placed on a Lot or Improvement without the prior written approval of the ARB.

3.1.20 Awnings and Screens. No awnings, ~~ornamental screens, screen doors, sunshades~~ or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community, and their replacements, or as are authorized and approved by the ARB.

3.1.21 Outside Installations. No ~~clothes lines, television antennas, satellite dishes, wiring, installation of air conditioning or solar heating equipment, or other equipment or items of any kind, including, without limitation,~~ sports equipment, ~~air conditioning / cooling units, or other equipment of any kind~~ shall be installed on the exterior of the building or be allowed to protrude through the walls, the windows, the roof of any building or the balconies, unless the prior written approval of the ARB is obtained.

3.1.22 No sign of any kind shall be displayed so as to be visible neighboring property or within

public view without the approval of the Board, with the exception of for sale or political signs as expressly allowed by Nevada law. A modest sign advertising that a unit is for sale may be placed upon approval of the ARB. Political and for sale signs may not be larger than 24 inches by 25 inches. The Board of Directors may, in its discretion, implement rules regarding the placement of political and for sale signs.

3.2.5 Owner's Obligation to Rebuild After Damage or Destruction to Lot Improvements. No Owner shall do any act or work that will impair the structural soundness or safety of any Improvement located on such Owner's Lot. Each Owner shall carry casualty insurance insuring the dwelling unit on such Owner's Lot with coverage for all hazards, except earthquakes and floods and other acts of God which are normally excluded from standard form coverage policies ("Excluded Hazard"), which insurance shall be maintained in an amount equal to the full replacement cost of such dwelling unit. The Association shall have no duty to enforce the foregoing provision of this Restated Declaration; provided, however, that if a dwelling unit is damaged or destroyed and the event causing the damage or destruction was not an Excluded Hazard, then the Owner(s) of the dwelling unit shall be jointly and severally liable to the Association and to the other Owners to rebuild the dwelling unit to substantially its condition immediately prior to the event causing the damage or destruction. Prior to commencement of work to repair or reconstruct a damaged Improvement the Owner(s) of the Lot on which such Improvement is located shall submit the plans and specifications for the repair or reconstruction to the ARB and shall have received written approval thereof prior to the commencement of any work of repair or reconstruction. In the event a holder of a Deed of Trust exercises its right to apply all or substantially all of the insurance proceeds to the indebtedness secured by the Deed of Trust, then the owner shall be obligated to remove all debris from the Lot and to restore the Lot to its natural state or to a state that is not offensive to the general appearance of the Community, which restoration plan shall be submitted to, and approved by, the ARB prior to commencement of the restoration work. In the event the owner of the damaged or destroyed dwelling unit fails to commence repair or reconstruction of the dwelling unit within the longer of one hundred twenty (120) days after the event causing the damage or destruction, or forty-five (45) days after the insurance proceeds are made available for reconstruction purposes, then the failure to commence repair or reconstruction shall be deemed to be a Maintenance Violation as set forth in paragraph below.

3.2.6 Maintenance Violations and Association's Right to Correct Maintenance

(a) Maintenance Violation Notice. If any Owner allows, permits, or causes any condition to exist on such owner's Lot which in the sole reasonable discretion of the Board is unsightly, unsanitary, or hazardous (including, but not limited to, a condition which causes dust to carry to another Owner's Lot), or fails to perform such owner's maintenance obligations in accordance with the provisions of this Restated Declaration (herein collectively "Maintenance Violation"), then except as otherwise provided in paragraph 3.2.8 hereof in the case of an emergency, the Association shall give the Owner of the Lot on which such condition exists, written notice ("Maintenance Violation Notice") specifying

the nature of the Maintenance Violation and a reasonable time period within which the Owner(s) must correct such Maintenance Violation, which Maintenance Violation Notice shall specify the time period within which such Owner(s) shall correct such Maintenance Violation as the Board determines is reasonably required, which notice period shall be no less than thirty (30) days.

8.2 Estimate of Costs: ARB Approval. As soon as practicable after an event causing damage to, or destruction of, any Improvements to the Common Area, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the property damaged or destroyed. No reconstruction or repair of damaged or destroyed Common Area Improvements shall commence until approval has been obtained from the ARB in accordance with its guidelines.

10.1 Organization. There shall be an Architectural Review Board ("ARB") comprised of three (3) people. Each member shall hold office for a period of three (3) years and until his successor is appointed. The ARB shall be appointed by the Board and shall have staggered terms.

10.2 Duties. It shall be the duty of the ARB to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Review Board Rules, to perform other duties delegated to it by the Association, and to carry out all other duties imposed upon it by this Restated Declaration.

10.3 Meetings. The ARB shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the ARB unless the unanimous decision of its members is otherwise required by this Restated Declaration. The ARB may charge a filing fee to be used to pay an architect, who may or may not be a member of the ARB, to review the submitted plans and specifications. The Board may reimburse members for reasonable expenses incurred by them in the performance of any ARB function.

10.4 Architectural Review Board Rules. The ARB shall from time to time and in its sole discretion adopt, amend, and repeal by unanimous vote, rules and regulations to be known as "Architectural Review Board Rules" interpreting and implementing the provisions of this Restated Declaration and setting forth fees to be charged and procedures, and design, and construction criteria to be followed in submitting proposals to the ARB. A copy of the ARB Rules, as they may from time to time be adopted, amended, or repealed, certified by any member of the ARB, shall be maintained by the office of the Association and shall be available for inspection and copying by any Owner at any reasonable time during the business hours of the Association. The following minimum standards and restrictions shall apply to any construction work performed on the Community:

10.4.1 Compliance with Laws. All Improvements shall be constructed in full compliance with all applicable zoning laws, building codes, and other laws, ordinances, and regulations applicable to

the construction, use, and occupancy of the Improvements.

10.4.2 Building Site. The placement of Improvements on a Lot, the type of roofs, exterior materials, and building shapes shall be established in such a manner as to be determined reasonable in the sole discretion of the ARB, taking into account the need to maintain a certain level of uniformity within the Community and other aesthetic considerations.

10.4.3 Roofs. Roofing materials and colors must be submitted and approved by the ARB with the construction drawings. All roofing materials must comply with applicable fire protection district codes.

10.4.4 Exterior Walls and Trim. Exterior colors must harmonize with the surrounding landscape; all colors and trim must be approved by the ARB. All reflective metal, such as flashings, exhaust vents and pipes must be painted to match or blend with the surrounding materials. Aluminum windows, door frames, solar panels and skylights must be a compatible color as provided in paragraph 3.1.3. Steel window and door frames must be painted to match or blend with surrounding materials. The use of solar panels will be subject to the approval of the ARB, in accordance with applicable Nevada Laws.

10.4.5 Construction Procedures. Prior to the commencement of any construction activity on any Lot, the Owner thereof or such Owner's contractor shall rope off those areas not intended for actual construction to protect the site from unnecessary damage to the existing foliage and to reduce dust and erosion. The building site must be kept clean and in an orderly condition at all times. The contractor must have approved sanitary facilities on the site as well as a garbage dumpster or other suitable device for regular disposal and removal of trash. No construction materials may be dumped or stored on roadways, pathways, trails, open areas or any portion of the Common Area. Construction work hours are limited and shall be from 7:00 a.m. to 6:00 p.m., Monday through Saturday.

10.5 Application for Approval of Plans and Specifications. Any Owner of a Lot proposing to make any Improvements to a Lot or to perform any work that requires the prior approval of the ARB shall apply to the ARB for approval by notifying the ARB of the nature of the proposed work. Prior to the commencement of construction on a Lot, the Owner of the Lot shall submit to the ARB for its review and approval not less than three (3) sets of the following:

(a) a plot plan of the Lot showing the location of all existing and proposed Improvements, (b) floor plans, and front, rear and side elevation drawings, (c) plans and specifications showing the color and composition of all exterior materials to be used, (d) the Owner's proposed construction schedule, and (e) any and all other information which the ARB shall reasonably require. All such plans and drawings shall be prepared ~~by a licensed architect or licensed residential building designer~~, and shall be submitted in a form reasonably satisfactory to the ARB. The ARB may require that the application for approval in connection with any Improvements be accompanied by a reasonable fee to cover the

cost of review by a licensed architect of the final plans and specifications of the Improvements to be constructed. The minimum fee for reviewing plans and specifications shall be \$50.00 for reviewing plans and specifications in connection with remodeling. Such fees shall be payable at the time the plans and specifications are submitted to the ARB. No building permit shall be obtained by an Owner without obtaining the prior final approval of the ARB as described herein.

10.6 Basis for Approval of Improvements. The ARB shall grant the required approval only if:

10.6.1 The Owner(s) have strictly complied with the provisions of paragraph 11.5; and

10.6.2 The ARB finds that the plans and specifications conform to this Restated Declaration and to the Architectural Review Board Rules in effect at the time such plans were submitted to the ARB; and

10.6.3 Two (2) of the three (3) members of the ARB in their reasonable discretion determine that the proposed Improvements would be compatible with the other property in the Community and the purposes of the Restated Declaration as to the quality of workmanship and materials, as to harmony of external design with existing structures.

10.7 Basis for Disapproval of Improvements. The ARB may disapprove any application on aesthetic grounds, and more specifically: (a) because of the reasonable dissatisfaction of the ARB with the Improvement proposed to be erected, because of the materials of which it is to be built, the harmony thereof with its surroundings, and the effect of the building or other structures as planned on the view from the adjacent or neighboring Lots or Common Area; or (b) because of non-compliance with any of the specific conditions and restrictions contained in this Restated Declaration or with reasonable guidelines that the ARB may from time to time adopt.

10.8 Form of Approval. All approvals or disapprovals given under paragraphs 10.6 or 10.7 shall be in writing; provided, however, any request for approval which has not been rejected within sixty (60) days from the date of submission there of the ARB shall be deemed approved. The approval may be conditioned upon the deposit by the Owner of a performance bond, cash deposit, or other undertaking to assure completion of the approved Improvement in accordance with the terms of the approval once construction thereof is commenced.

10.9 Proceeding With Work. Upon receipt of approval from the ARB pursuant to section 10.8, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the approval. Construction of the approved Improvements shall commence, in all cases, within one year from the date of such approval. If the Owner shall fail to comply with this

paragraph, any approval given pursuant to paragraph 11.8 shall be deemed revoked unless the ARB, upon written request of the Owner made prior to the expiration of the one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the ARB that there has been no change in the circumstances upon which the original approval was granted.

10.10 Failure to Complete Work. If the Owner shall in any event fail to complete the construction, reconstruction, refinishing, or alteration of any such Improvement within one year after commencing construction thereof, except 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 supervening forces beyond the control of the Owner or his agents. If the Owner fails to comply with this paragraph, the ARB shall notify the Board of such failure; and the Board may proceed in accordance with the provisions of paragraph 10.11 as though the failure to complete the Improvement where a noncompliance with approved plans, or if a bond, deposit, or undertaking was given, may pursue its rights hereunder.

10.11 Inspection of Work and Noncompliance. Inspection of work and correction of defects therein shall proceed as follows:

10.11.1 Upon the completion of any construction or refinishing of any Improvements for which approval of the ARB is required or was obtained, and after all construction debris and materials have been removed from the site, the Owner shall give written notice thereof to the ARB.

10.11.2 Within sixty (60) days thereafter, the ARB, or its duly authorized representative, may (but shall not be obligated to) inspect such Improvement to determine whether it was completed according to the approved plans. If the ARB finds that such construction or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying particulars of noncompliance, and shall require the Owner to remedy such noncompliance.

10.11.3 If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the ARB shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall be not more than sixty (60) days nor less than fifteen (15) days after notice of the noncompliance is given to the Board by the ARB. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, the ARB, and, in the discretion of the Board, to any other interested party.

10.11.4 At the hearing, the Owner, the ARB, and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After

considering all such information, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than 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 discretion, may grant, then the Board, at its option, may remove the non-complying Improvement or remedy the noncompliance, and/or fine the Owner pursuant to paragraph 5.1.2(b). Thereafter, the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special reimbursement assessment against such Owner pursuant to paragraph 6.5 hereof.

10.11.5 If for any reason the ARB fails to notify the Owner of any noncompliance within ninety (90) days after receipt of the notice of completion from the Owner, then the Improvement shall be deemed to be constructed in accordance with the approved plans.

10.12 Non-compliance with Article 10.11. In addition to the procedures set forth in paragraph 10.11, if any Owner constructs or causes to be constructed an Improvement on any Community Lot without the approval of the ARB as set forth in this Article, then the ARB may notify in writing such Owner of such noncompliance and demand the Owner to remove such Improvement within ten (10) days. If the Owner fails to comply with the demand of the ARB, then the Board shall hold a hearing upon notice to the Owner of at least five (5) days. At the hearing, the Owner, the ARB, and, in the Board's discretion, any other interested person, may present information relevant to the question of the Owner's noncompliance with the procedures set forth in this Article or the noncompliance of the Improvement. After considering all such information, the Board shall determine whether the Owner failed to comply with the procedures set forth in this Article and whether the Improvement is in noncompliance with the ARB Rules. If the Board finds that the Owner failed to comply, the Board may fine the Owner pursuant to paragraph 5.1.2(b) and may require the Owner to remove the Improvement. If the board finds that the Improvement is in noncompliance, then the Board may require the Owner to remedy or remove the Improvement within a period of not less than fifteen (15) days of the Board's ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the board, in its discretion, may grant, then the Board, at its option, may remove the non-complying Improvement or remedy the noncompliance, and/or fine the Owner pursuant to paragraph 5.1.2(b). Thereafter, the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special reimbursement assessment against such Owner.

10.13 Waiver. The approval by the ARB of any plans, drawings, or specifications for any work one or proposed or for any other matter requiring the approval of the ARB under the Restated Declaration

or Supplemental Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

10.14 Estoppel Certificates. Within thirty (30) days after written demand is delivered to the ARB by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the ARB shall record an estoppel certificate executed by any two of its members or alternates certifying with respect to such Owner's Lot that as of the date thereof either: (a) all improvements made and other work done upon or within the Community Lot comply with the Restated Declaration; or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner or from anyone deriving any interest in the Lot through such Owner shall be entitled to rely on the certificate with respect to the matters therein set forth, and such matters shall be conclusive as between the Association, and all Owners and such persons deriving any interest through them.

10.15 Liability. Provided that the ARB or a particular member of the ARB has acted in good faith on the basis of the information as may be possessed by the ARB or the member, as the case may be, then neither the ARB nor any member thereof shall be liable to the Association, to any Owner, or any other person for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specification, whether or not defective, with respect to the construction or performance of any work, whether or not such performance complied with approved plans, drawings, and specifications; (b) the development of any property subject to this Restated Declaration; or (c) the execution and filing of an estoppel certificate pursuant to paragraph 10.14, and whether or not the facts therein are correct. Without limiting the generality of the foregoing, the ARB and any member thereof may, but it is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the ARB.