

**Grandview Ranch
PUBLIC OFFERING STATEMENT**

by

**Grandview Douglas, LLC,
a Nevada limited liability company**

THIS PUBLIC OFFERING STATEMENT IS CURRENT AS OF _____, 201___. RECENT DEVELOPMENTS REGARDING NRS 116.4104 MAY NOT BE REFLECTED IN THIS STATEMENT.

GRANDVIEW RANCH PUBLIC OFFERING STATEMENT

1. Names and Addresses:

1.1 Name and Address of Declarant ("Declarant"):

Grandview Douglas, LLC
1920 Standiford Avenue, Suite 1
Modesto, California 95350

1.2 Name and Address of Common-Interest Community:

Grandview Ranch
Grandview Ranch Homeowners Association (the "Association")
c/o Grandview Douglas, LLC
1920 Standiford Avenue, Suite 1
Modesto, California 95350

2. Type of Common-Interest Community:

Grandview Ranch is a planned common interest community.

3. General Description of the Common-Interest Community:

Grandview Ranch (hereinafter, the "Project") is a residential subdivision and planned common-interest community located in Douglas County, Nevada. The Project generally is located off East Valley Road, near the Minden-Gardnerville area of Douglas County, Nevada. At present, the land to the north and south of the Project is used primarily for residential purposes, the land to the west is designated for agricultural uses, and the land to the east is designated as public lands and range lands under the control of various governmental agencies, including the United States Bureau of Land Management (surrounding master plan and zoning designations are more fully set forth in the zoning classifications and master plan designations disclosure provided to Buyer by separate instrument).

Upon completion, the Project may include up to sixty four (64) single family homes, all of which will be restricted to residential use. Construction of buildings in the Project commenced or will commence in _____ of 201____, and it is estimated, but not guaranteed, that construction of buildings will be completed in the _____ of 20___. In addition to the aforementioned homes, the Project contains or will contain areas of common responsibility consisting primarily of open space, landscaping areas, private roadways (unless otherwise accepted for maintenance by Douglas County), a water tank for fire suppression within the Project, and drainage facilities. The owners of lots within the Project will be responsible for the payment of assessments to the Association to ensure that proper maintenance is performed by the Association on these areas of common responsibility and

certain other areas of common responsibility within the vicinity of the Project that benefit the Project (primarily for open space and drainage use) and for which the Association may be made responsible pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions for Grandview Ranch.

4. Estimated Number of Lots:

It is anticipated that there will be a total of sixty four (64) residential lots (each a "Lot") in the Project.

5. Documents:

Unless otherwise noted, the following documents are to be delivered to buyer(s) concurrently herewith, and are hereby incorporated herein by reference:

- (a) Declaration of Covenants, Conditions and Restrictions for Grandview Ranch, and any amendments and supplements thereto.
- (b) Articles of Incorporation of Grandview Ranch Homeowners Association.
- (c) Bylaws of Grandview Ranch Homeowners Association.
- (d) Minutes of Meetings of Grandview Ranch Homeowners Association, if any.
- (e) Rules and Regulations of Grandview Ranch Homeowners Association (if adopted).
- (f) Assessment Collection Manual for Grandview Ranch Homeowners Association.
- (g) The current financial statement, if any, and the projected budget attached hereto as **Exhibit "A"** ("Budget") for Grandview Ranch Homeowners Association.
 - (i) A budget reserve for repairs and replacements will be collected as set forth in the Budget.
 - (ii) The presently projected assessment for common expenses per Lot shall be \$_____ per month, which is subject to change.

6. Services or Subsidies not reflected in the Budget:

Any services or subsidies being paid by Declarant are reflected in the Budget.

7. Initial or Special Fees:

Other than a transfer fee in the amount of \$_____ to be paid by Buyer at Close of Escrow, there are no initial fees or special fees for the Association to be collected from the purchaser at closing.

8. Limited Warranties:

BUYER AGREES TO ACCEPT THE WARRANTIES MADE IN THE PURCHASE AGREEMENT AT CLOSING AS A MODIFICATION OF ANY IMPLIED WARRANTIES OF QUALITY ARISING UNDER NRS 116.4114, AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (WHETHER FROM DECLARANT OR ANY EMPLOYEE, AGENT, OFFICER, DIRECTOR, MEMBER, MANAGER, REPRESENTATIVE, AFFILIATE, PARENT, SUBSIDIARY, CONTRACTOR, OR SUBCONTRACTOR OF DECLARANT, INCLUDING, WITHOUT LIMITATION, GRANDVIEW DOUGLAS, LLC, A NEVADA LIMITED LIABILITY COMPANY (COLLECTIVELY, THE "DECLARANT PARTIES")), WHICH, ANY OTHER PROVISION HEREIN NOTWITHSTANDING, ARE DISCLAIMED AND EXCLUDED BY DECLARANT AND ALL DECLARANT PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PERIOD OF LIMITATIONS FOR ANY WARRANTIES SHALL NOT EXCEED TWO YEARS. THIS REDUCTION OF THE PERIOD OF LIMITATION SHALL SURVIVE THE CLOSE OF THE PURCHASE OF THE UNIT. NO PROMISES, WARRANTIES, REPRESENTATIVES OR COMMITMENTS WILL BE BINDING ON DECLARANT OR ANY DECLARANT PARTY OTHER THAN THOSE REDUCED TO WRITING AND INCLUDED IN THE PURCHASE AGREEMENT.

Subject to the foregoing, no express warranty is made by: (a) any affirmation of fact or promise that the Lot or any right or use related thereto will conform to the affirmation of fact or promise made; (b) the display of any model or the description of any physical characteristics of the common interest community, including plans and specifications of or for improvements will reasonably conform to the model or description of the common interest community; (c) any description of the quantity or extent of the real estate comprising the common interest communities, including plats or surveys will conform to the description subject to customary tolerances; and (d) any representation that a purchaser may put the Lot to only specified residential use and that use is lawful.

9. Buyer's Right to Cancel:

Unless the purchaser has personally inspected the Lot, the purchaser may cancel, by written notice, the contract for purchase of the Lot until midnight of the fifth calendar day following the date of execution of the contract for purchase of the Lot.

10. Unsatisfied Judgments or Pending Suits Against the Association:

There are no unsatisfied judgments or suits pending against the Association. There are no suits material to the Project of which Declarant has actual knowledge.

11. Fees or Charges for Use of Areas of Common Responsibility:

There are no fees to be charged for use of areas of common responsibility within the Project.

12. Developmental Rights:

In order to comply with certain provisions of Nevada law regarding public offering statements (specifically, NRS 116.4104 to the extent applicable), Declarant makes no representations or assurances regarding the development rights reserved by Declarant on the following matters:

- (a) restrictions on use;
- (b) the extent to which any buildings or other improvements that may be erected pursuant to any development rights in any part of the Project will be compatible with existing buildings and improvements in the Project in terms of architectural style, quality of construction, and size;
- (c) other improvements that may be made and limited common elements that may be created within any part of the Project pursuant to any development right reserved by Declarant;
- (d) any limitations as to the locations of any building or other improvement that may be constructed or made within any part of the Project pursuant to a development right reserved by Declarant;
- (e) any limited common elements created pursuant to any developmental right reserved by Declarant of the same general types and sizes as the limited common elements within other parts of the Project;
- (f) the proportion of limited common elements to units created pursuant to any development right reserved by Declarant being approximately equal to the proportion existing within other parts of the Project;
- (g) all restrictions in the declaration affecting use, occupancy and alienation of units applying to any units created pursuant to any developmental right reserved by Declarant; and
- (h) the extent to which any assurances pursuant to this section apply or do not apply if any development right is not exercised by Declarant.

15. Information Statement Set Forth in NRS 116.41095:

**BEFORE YOU PURCHASE PROPERTY IN A
COMMON-INTEREST COMMUNITY
DID YOU KNOW . . .**

1. YOU GENERALLY HAVE 5 DAYS TO CANCEL THE PURCHASE AGREEMENT?

When you enter into a purchase agreement to buy a home or unit in a common-interest community, in most cases you should receive either a public offering statement, if you are the original purchaser of the home or unit, or a resale package, if you are not the original purchaser. The law generally provides for a 5-day period in which you have the right to cancel the purchase agreement. The 5-day period begins on different starting dates, depending on whether you receive a public offering statement or a resale package. Upon receiving a public offering statement or a resale package, you should make sure you are informed of the deadline for exercising your right to cancel. In order to exercise your right to cancel, the law generally requires that you hand deliver the notice of cancellation to the seller within the 5-day period, or mail the notice of cancellation to the seller by prepaid United States mail within the 5-day period. For more information regarding your right to cancel, see Nevada Revised Statutes 116.4108, if you received a public offering statement, or Nevada Revised Statutes 116.4109, if you received a resale package.

2. YOU ARE AGREEING TO RESTRICTIONS ON HOW YOU CAN USE YOUR PROPERTY?

These restrictions are contained in a document known as the Declaration of Covenants, Conditions and Restrictions. The CC&Rs become a part of the title to your property. They bind you and every future owner of the property whether or not you have read them or had them explained to you. The CC&Rs, together with other "governing documents" (such as association bylaws and rules and regulations), are intended to preserve the character and value of properties in the community, but may also restrict what you can do to improve or change your property and limit how you use and enjoy your property. By purchasing a property encumbered by CC&Rs, you are agreeing to limitations that could affect your lifestyle and freedom of choice. You should review the CC&Rs, and other governing documents before purchasing to make sure that these limitations and controls are acceptable to you. Certain provisions in the CC&Rs and other governing documents may be superseded by contrary provisions of chapter 116 of the Nevada Revised Statutes. The Nevada Revised Statutes are available at the Internet address <http://www.leg.state.nv.us/nrs/>.

3. YOU WILL HAVE TO PAY OWNERS' ASSESSMENTS FOR AS LONG AS YOU OWN YOUR PROPERTY?

As an owner in a common-interest community, you are responsible for paying your share of expenses relating to the common elements, such as landscaping, shared amenities and the operation of any homeowners' association. The obligation to pay these assessments binds you and every future owner of the property. Owners' fees are usually assessed by the homeowners' association and due monthly. You have to pay dues whether or not you agree with the way the association is managing the property or spending the assessments. The executive board of the

association may have the power to change and increase the amount of the assessment and to levy special assessments against your property to meet extraordinary expenses. In some communities, major components of the common elements of the community such as roofs and private roads must be maintained and replaced by the association. If the association is not well managed or fails to provide adequate funding for reserves to repair, replace and restore common elements, you may be required to pay large, special assessments to accomplish these tasks.

4. IF YOU FAIL TO PAY OWNERS' ASSESSMENTS, YOU COULD LOSE YOUR HOME?

If you do not pay these assessments when due, the association usually has the power to collect them by selling your property in a nonjudicial foreclosure sale. If fees become delinquent, you may also be required to pay penalties and the association's costs and attorney's fees to become current. If you dispute the obligation or its amount, your only remedy to avoid the loss of your home may be to file a lawsuit and ask a court to intervene in the dispute.

5. YOU MAY BECOME A MEMBER OF A HOMEOWNERS' ASSOCIATION THAT HAS THE POWER TO AFFECT HOW YOU USE AND ENJOY YOUR PROPERTY?

Many common-interest communities have a homeowners' association. In a new development, the association will usually be controlled by the developer until a certain number of units have been sold. After the period of developer control, the association may be controlled by property owners like yourself who are elected by homeowners to sit on an executive board and other boards and committees formed by the association. The association, and its executive board, are responsible for assessing homeowners for the cost of operating the association and the common or shared elements of the community and for the day to day operation and management of the community. Because homeowners sitting on the executive board and other boards and committees of the association may not have the experience or professional background required to understand and carry out the responsibilities of the association properly, the association may hire professional community managers to carry out these responsibilities.

Homeowners' associations operate on democratic principles. Some decisions require all homeowners to vote, some decisions are made by the executive board or other boards or committees established by the association or governing documents. Although the actions of the association and its executive board are governed by state laws, the CC&Rs and other documents that govern the common-interest community, decisions made by these persons will affect your use and enjoyment of your property, your lifestyle and freedom of choice, and your cost of living in the community. You may not agree with decisions made by the association or its governing bodies even though the decisions are ones which the association is authorized to make. Decisions may be made by a few persons on the executive board or governing bodies that do not necessarily reflect the view of the majority of homeowners in the community. If you do not agree with decisions made by the association, its executive board or other governing bodies, your remedy is typically to attempt to use the democratic processes of the association to seek the election of members of the executive board or other governing bodies that are more responsive to your needs. If you have a dispute with the association, its executive board or other governing bodies, you may be able to resolve the dispute through the complaint, investigation and

intervention process administered by the Office of the Ombudsman for Owners in Common-Interest Communities and Condominium Hotels, the Nevada Real Estate Division and the Commission for Common-Interest Communities and Condominium Hotels. However, to resolve some disputes, you may have to mediate or arbitrate the dispute and, if mediation or arbitration is unsuccessful, you may have to file a lawsuit and ask a court to resolve the dispute. In addition to your personal cost in mediation or arbitration, or to prosecute a lawsuit, you may be responsible for paying your share of the association's cost in defending against your claim.

6. YOU ARE REQUIRED TO PROVIDE PROSPECTIVE PURCHASERS OF YOUR PROPERTY WITH INFORMATION ABOUT LIVING IN YOUR COMMON-INTEREST COMMUNITY?

The law requires you to provide a prospective purchaser of your property with a copy of the community's governing documents, including the CC&Rs, association bylaws, and rules and regulations, as well as a copy of this document. You are also required to provide a copy of the association's current year-to-date financial statement, including, without limitation, the most recent audited or reviewed financial statement, a copy of the association's operating budget and information regarding the amount of the monthly assessment for common expenses, including the amount set aside as reserves for the repair, replacement and restoration of common elements. You are also required to inform prospective purchasers of any outstanding judgments or lawsuits pending against the association of which you are aware. For more information regarding these requirements, see Nevada Revised Statutes 116.4109.

7. YOU HAVE CERTAIN RIGHTS REGARDING OWNERSHIP IN A COMMON-INTEREST COMMUNITY THAT ARE GUARANTEED YOU BY THE STATE?

Pursuant to provisions of chapter 116 of Nevada Revised Statutes, you have the right:

(a) To be notified of all meetings of the association and its executive board, except in cases of emergency.

(b) To attend and speak at all meetings of the association and its executive board, except in some cases where the executive board is authorized to meet in closed, executive session.

(c) To request a special meeting of the association upon petition of at least 10 percent of the homeowners.

(d) To inspect, examine, photocopy and audit financial and other records of the association.

(e) To be notified of all changes in the community's rules and regulations and other actions by the association or board that affect you.

8. QUESTIONS?

Although they may be voluminous, you should take the time to read and understand the documents that will control your ownership of a property in a common-interest community. You may wish to ask your real estate professional, lawyer or other person with experience to explain anything you do not understand. You may also request assistance from the Office of the

Ombudsman for Owners in Common-Interest Communities and Condominium Hotels, Nevada
Real Estate Division, at (702) 486-4480 or (877) 829-9907.

Buyer or prospective buyer's initials: _____

Date: _____

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE ENTIRE SET OF DISCLOSURE MATERIALS AND THE PURCHASE AGREEMENT. THIS PUBLIC OFFERING STATEMENT, ALL DISCLOSURE MATERIALS AND THE PURCHASE AGREEMENT ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

Receipt of the Public Offering Statement is hereby acknowledged this ____ day of _____, 201_.

Buyer

Buyer

Exhibit "A"
Projected Budget

(See attached.)