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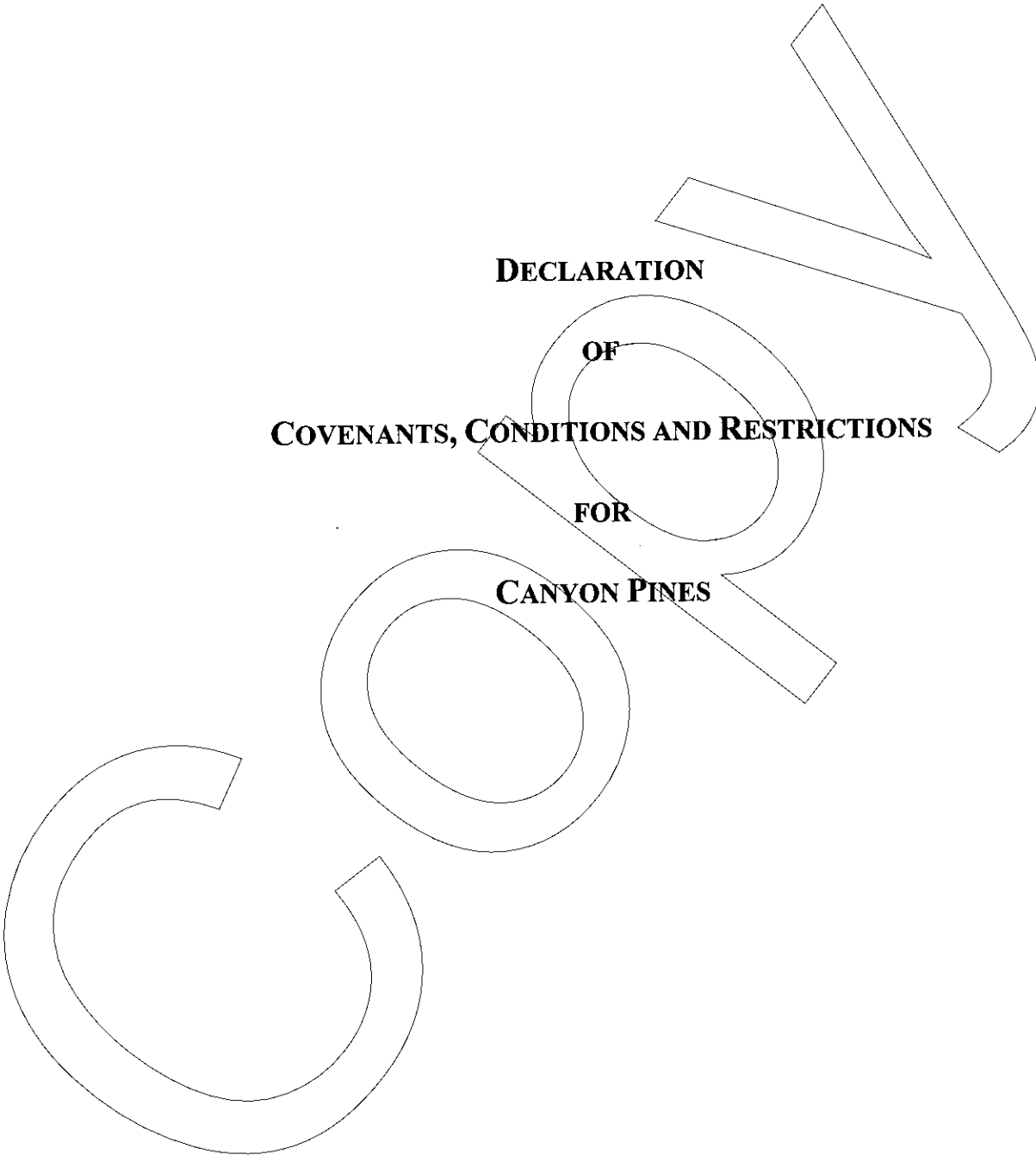
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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CANYON PINES**





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OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CANYON PINES**

This Declaration of Covenants, Conditions and Restrictions for Canyon Pines (the "Declaration") is made by Lakemont Canyon Pines, LLC, a Nevada limited liability company ("Declarant").

**RECITALS**

A. Declarant is the owner of certain real property located in Reno, Nevada which is more particularly described in attached Exhibit "A" (the "Development"). It is the present intention of the Declarant that the Development constitute the initial Phase of a planned development, called Canyon Pines, which the Declarant presently intends to develop in several Phases. Other portions or Phases of property may be made subject to this Declaration by annexation in accordance with the terms of Article 14, below. As property is annexed, the annexed property shall become part of the "Development", as defined herein.

B. Declarant hereby declares that all of the Development shall be held, sold and conveyed subject to the following easements, restrictions, associations, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These covenants, easements, restrictions, conditions, associations and reservations: (i) create a general plan and scheme for the subdivision development, sale and use of the Development as a "planned community" as that term is defined in Nevada Revised Statutes Section 116.110368; (ii) are for the benefit and protection of the Development and for the protection and enhancement of the desirability, value and attractiveness of all Lots and Common Area located therein; (iii) run with the Development and bind all parties having or acquiring any right, title or interest in the Development or any part thereof; and (iv) inure to the benefit of the successors and assigns of each Owner of any property within the Development.

C. It is the further intention of the Declarant to sell and convey residential Lots improved by single family Residences originally constructed by Declarant to Owners, subject to the protective covenants, conditions, restrictions, limitations, reservations, liens, grants of easements, rights, rights of way, charges and equitable servitudes between Declarant and such Owners as set forth in this Declaration and any duly adopted amendments thereto.

D. Notwithstanding the anticipated development of the Overall Development in accordance with the plan of phased development contemplated by this Declaration, nothing in this Declaration shall be construed or interpreted to commit Declarant to the development of any portion of the Overall Development in accordance with any present planning, or to the annexation of all or any part of the Overall Development to this Declaration, whether or not it is so developed.

E. All of the real property comprising the Development is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the Development and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the real property comprising the Development and any part thereof.



F. All of the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes, as well as covenants that shall run with the real property comprising the Development, and shall be binding upon and inure to the benefit of each Owner of any portion of such real property or of any interest therein and their heirs, successors, and assigns.

## **ARTICLE 1 DEFINITIONS**

1.1 Absolute Majority. "Absolute Majority" shall mean a majority of the Total Voting Power of the Association.

1.2 Act. "Act" shall mean the Nevada Common Interest Ownership Act, Nevada Revised Statutes, Chapter 116.1101 et seq. as it may be amended from time to time.

1.3 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures, including without limitation, interest, late charges, attorneys' fees, Recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines, and/or penalties.

1.4 Architectural Control Committee. "Architectural Control Committee" shall mean the committee created pursuant to Article 8 of this Declaration.

1.5 Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Architectural Control Committee pursuant to Section 8.6 of this Declaration.

1.6 Articles. "Articles" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time, and as filed with the Office of the Secretary of State of Nevada.

1.7 Assessment. "Assessment" shall mean a charge levied by the Association against an Owner and his or her Lot as provided in Article 6 of this Declaration. "Assessment" shall include any or all of the following:

- (a) Regular Assessments, which shall have the meaning set forth in Section 6.5 of this Declaration.
- (b) Enforcement Assessments, which shall have the meaning set forth in Section 6.8 of this Declaration.
- (c) Reimbursement Assessments, which shall have the meaning set forth in Section 6.7 of this Declaration.
- (d) Special Assessments, which shall have the meaning set forth in Section 6.6 of this Declaration.

1.8 Association. "Association" shall mean the Canyon Pines Community Association, a Nevada nonprofit corporation, its successors and assigns.

1.9 Board of Directors. "Board of Directors", "Executive Board" or "Board" shall mean the governing body of the Association. The Board of Directors is an "Executive Board" as defined by Section 116.110345 of the Act.





1.10 Bylaws. "Bylaws" shall mean the Bylaws of the Association as they shall be adopted by the Members and any duly-adopted amendments thereof.

1.11 City. "City" shall mean the city of Reno, Nevada.

1.12 Common Area. "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of the Owners and Residents of the Development including, without limitation, lots A through I, and K through R, as shown on the Subdivision Map, and the Association's landscape easements more particularly described in attached Exhibit "B". Each Common Area lot is a "Common Element" as defined by NRS 116.110378.

1.13 Contract Purchaser/Contract Seller. "Contract Purchaser" and "Contract Seller" shall mean the purchaser and the seller, respectively, under an installment land contract in which title to the property is transferred after the final installment payment is made.

1.14 County. "County" shall mean Washoe County, Nevada.

1.15 Declarant. "Declarant" means Lakemont Canyon Pines, LLC, a Nevada limited liability company. The term "Declarant" shall also mean any successor or assign of Declarant, provided a certificate, signed by Declarant and Declarant's successor or assign, is Recorded against the portion of the Overall Development which the successor or assign assumes the rights and duties of Declarant.

1.16 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time. If any Supplemental Declarations or Declarations of Annexation are approved and recorded in accordance with Article 14, below, then following such recordation any reference to this Declaration shall mean this Declaration as amended and supplemented by the Supplemental Declaration(s) and any Declarations of Annexation.

1.17 Declaration of Annexation. "Declaration of Annexation" means a declaration annexing portions of the Overall Development to the Development and subjecting the real property described therein to this Declaration, all as more particularly described in Article 14, below.

1.18 Development. "Development" shall mean all the real property described in Exhibit "B" of this Declaration together with all buildings, structures, utilities, Common Area, and other Improvements now located or hereafter constructed or installed thereon, all appurtenances thereto. The term "Development" shall also include any addition property as may hereafter be encumbered by a Declaration of Annexation or otherwise made subject to this Declaration pursuant to Article 14, below.

1.19 Director. "Director" shall mean a member of the Board of Directors of the Association.

1.20 Front Yard Area. "Front Yard Area" shall mean that portion of each Lot which is generally visible from any street within the Development and would commonly be referred to as a front yard or side yard. Front Yard Area shall not include those portions of a Lot which are covered by structural Improvements (including sidewalks and driveways) or which are enclosed for the private use of a Resident. The precise area of each Lot which constitutes the Front Yard Area shall be determined by the Board.

1.21 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, Rules (including the Architectural Rules), and the policies and resolutions duly adopted by the Board and distributed to the Members.



1.22 Improvement. "Improvement" shall mean all structures and improvements including without limitation, Residences, buildings, landscaping, paving, fences, and signs.

1.23 Lot. "Lot" shall mean any plot of land shown upon the Subdivision Map, with the exception of the Common Area.

1.24 Member. "Member" shall mean an Owner.

1.25 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all dues, Assessments, fines, penalties, and other charges imposed in accordance with the Governing Documents, and who is in compliance with all of the provisions of the Governing Documents, as may be more particularly set forth in the Bylaws.

1.26 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense. "First Mortgage" shall mean any Recorded Mortgage on a Lot with first priority over other Mortgages on such Lot.

1.27 Owner. "Owner" shall mean any person, firm, corporation or other entity in which fee title to a Lot is vested as shown by the official records of the office of the County recorder, including Contract Sellers, but excluding Contract Purchasers and excluding those having such interest merely as security for the performance of an obligation. If a Lot is transferred or conveyed to a trust, the Owner is the trustee or the co-trustees of such trust. A person or entity is not an Owner due to (a) community property or other equitable rights not shown of Record; or (b) rights of adverse possession not shown of Record. Where the context requires, the term "Owner" shall include the members of the Owner's household and the Owner's guests, tenants/lessees and invitees; provided, however, that such persons are not "Owners" for purposes of exercising voting rights in the Association.

1.28 Phase. "Phase" means: (i) the real property described in Exhibit "A"; and (ii) if and when a Declaration of Annexation has been recorded, all of the real property annexed by any Declaration of Annexation. If a Declaration of Annexation designates the property annexed as being more than one (1) Phase, each such designated Phase shall be a Phase.

1.29 Record. "Record" shall mean, with respect to any document, the recordation or filing of such document in the office of the County recorder.

1.30 Residence. "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy.

1.31 Resident. "Resident" shall mean any person who resides on a Lot within the Development whether or not such person is an Owner as defined in Section 1.27 of this Declaration.

1.32 Rules. "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time, and the Architectural Rules as adopted and published by the Architectural Control Committee from time to time.

1.33 Simple Majority. "Simple Majority" shall mean a majority of the votes of the Members (i) represented and voting at a meeting at which a quorum is present, or (ii) cast by written ballot in which the number of ballots received equals or exceeds the number required to establish a quorum.



1.34 Subdivision Map. "Subdivision Map" shall mean the subdivision map described in attached Exhibit "A", together with any other subdivision or parcel map filed for Recorded for any portion of the Development.

1.35 Supplemental Declaration. "Supplemental Declaration" means any declaration Recorded pursuant to Section 14.5, below, which supplements this Declaration and which may affect solely a Phase of the Overall Development.

1.36 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated on the basis of one vote for each Lot, excluding any Lots as to which an Owner is not then a Member in Good Standing.

## **ARTICLE 2                      HOMEOWNERS ASSOCIATION**

2.1 Management and Operation. The Association, through the Board of Directors, shall manage and operate the Development in accordance with the applicable provisions of the Governing Documents and the applicable provisions of Nevada law. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a non for profit corporation may lawfully do under the laws of the State of Nevada, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

2.2 Membership. Every Owner of a Lot shall be a Member of the Association and shall remain a Member thereof until such time as his or her Lot ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged, alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

### **2.3      Voting**

(a) Commencement of Voting Rights. Voting rights attributable to the ownership of Lots shall not vest until Assessments against those Lots have been levied by the Association.

(b) Single Classes of Membership. The Association shall have a single class of voting membership, with each Membership vote being a equal fraction of the total number of Memberships of the Association. However, the Declarant shall have the right to appoint and remove the officers and the Executive Board during the period of Declarant's control, as more particularly provided in the Bylaws and Section 116.31032 of the Act.

(c) Membership Voting Rights. Only Members in Good Standing shall be entitled to vote.

(d) Suspension of Voting Rights. Voting rights may be temporarily suspended under those circumstances described in Article 10, below.

2.4 Executive Board. The affairs of the Association shall be managed by or under the direction of a Board of Directors. The number and qualifications of Directors shall be as established in the Bylaws, and the members of the Board shall be elected and appointed as provided in the Bylaws. The Board of Directors shall have all of the powers and duties set forth in any provision of the Governing Documents, including without limitation such powers and duties as may be expressly set forth in this Declaration.



2.5 Association Rules. The Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, which shall be known as "Rules", as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association. The Rules may concern, but need not be limited to, matters pertaining to use of the Common Area, pets, signs, collection and disposal of refuse, minimum standards for maintenance of property, use of recreation facilities, parking and traffic regulations, rental or leasing of Lots, and any other subject matter within the jurisdiction of the Association as provided in the Governing Documents or by law.

2.6 Manager and Other Personnel. The Board of Directors shall have the power and authority to employ a manager and such other persons or entities as the Board shall deem appropriate to assist it in managing the Development and conducting the business and affairs of the Association, as more particularly set forth in the Bylaws.

2.7 Capital Improvements. The Board of Directors shall have the power and authority to provide for the construction, reconstruction, installation, or acquisition of capital improvements upon the Common Area.

2.8 Transfer or Dedication of Common Area to Public Agency or Utility. The Board of Directors shall have the power to dedicate or transfer all or any part of the Common Area to a public agency, authority or utility or other person or entity for such purposes and subject to such conditions as may be agreed to by the Board.

2.9 Borrow Money. The Board of Directors shall have the power to borrow money in the name of the Association.

2.10 Mortgage of Association Property. The Board of Directors shall have the power and authority to mortgage, pledge, encumber, or otherwise hypothecate the real and personal property of the Association for money borrowed or debts incurred by the Association.

2.11 Mergers and Consolidations. The Association may (i) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association, or (ii) annex additional property to the Development, in accordance with Section 14.2, below.

2.12 Dissolution. So long as there is any Lot, parcel or area for which the Association is obligated to provide management, maintenance, preservation or control, the consent of all Members must be obtained for the Association to (i) transfer all or substantially all of its assets, or (ii) file a certificate of dissolution.

2.13 Limitation of Liability. Neither the Association or its directors, officers, employees, agents or committee members (collectively and individually referred to as the "Released Party") shall be personally liable for damages or in equity to any of the Members, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or pursuant to the Bylaws, even if such Released Party is negligent, provided that such Released Party has not acted in bad faith. This standard of care and limitation of liability shall extend, without limitation, to matters such as (i) the establishment of the Association's annual financial budget, (ii) the funding of Association reserve accounts, (iii) the discharge of the Association's maintenance, repair and replacement obligations, (iv) the enforcement of the Governing Documents, and (v) to any other fiduciary duties or responsibilities imposed by law or the Governing Documents.



## ARTICLE 3 COMMON AREA

3.1 Purpose of Common Area. Subject to the provisions of the Declaration, the Common Area shall be held, maintained, and used to meet the common interests of the Owners, the members of the Owners' households, and the Owners' tenants, resident Contract Purchasers, and guests as provided in the Governing Documents.

3.2 Conveyance of Common Area. Declarant shall convey fee simple title to the Common Area parcels within any Phase of the Development to the Association, free of all encumbrances and liens, with the exception of current real property taxes (which shall be prorated as of the date of such conveyance) and any easements, conditions and reservations then of record, including those set forth in this Declaration. Such conveyance shall be made prior to, or concurrently with, the first transfer or conveyance by Declarant of a Lot in the Phase to a purchaser.

3.3 Owners Non-Exclusive Easements of Enjoyment. Every Owner shall have a non-exclusive easement of use of and enjoyment in, to, and throughout the Common Area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Lot, subject to the following rights and restrictions:

- (a) The right of the Board of Directors to establish and enforce reasonable Rules governing the use of the Common Area and the facilities thereon.
- (b) The right of the Board, as more particularly addressed in the Bylaws, to suspend an Owner's right to use any recreational facilities located on the Common Area for (i) any period during which any Assessment against such Owner's Lot remains unpaid, and/or (ii) for violations of the Governing Documents by an Owner or any person for whom an Owner is responsible;
- (c) The right of the Board, as set forth in Section 3.3 of this Declaration, to grant easements and rights of way in, on, over, or under the Common Area;
- (d) The right of the Board to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility;
- (e) The right of the Board to mortgage, pledge, encumber, or otherwise hypothecate the Common Area and facilities thereon as security for money borrowed by the Association;
- (f) The right of the Association or its authorized agents to perform its obligations under this Declaration, including, without limitation, obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area;
- (g) The right of the Association to establish, construct, maintain, repair and replace entrance signs, street signs, maps, directories and other similar improvements upon the Common Area;
- (h) The right of the Association to establish, construct, maintain, repair and replace facilities upon the Common Area including without limitation storage facilities and workshops, which may be necessary or convenient in the discharge of the Association's duties and the exercise of its rights under the Governing Documents; and



(i) The right of Declarant and its employees, sales agents, prospective purchasers, customers and representatives, to enter upon and to use the Common Area for development and sales activities in accordance with Article 15, below. Such use shall not unreasonably interfere with the rights of use and enjoyment of the other Owners as provided herein.

3.4 Assignment of Rights of Use. Any Owner may assign his rights of use and enjoyment, including easements, in the Development to the members of his household, tenants, Contract Purchasers, guests and invitees, subject to the terms of the Governing Documents. Upon the leasing or renting of a Lot, or upon occupancy of a Lot by a Contract Purchaser, the Owner shall be deemed to have assigned all such rights exclusively to the tenants or Contract Purchasers of such Lot except that such Owner shall continue to have an easement for ingress and egress to such Owner's Lot to the extent necessary to discharge of the Owner's obligations and rights as a landlord. Each Owner shall notify the Secretary of the Association of the names of any tenants or any such Contract Purchasers of such Owner's Lot. Each Owner, tenant, or Contract Purchaser shall also notify the Secretary of the Association of the names of all members of his or her household to whom such Owner, tenant, or Contract Purchaser has assigned any rights of enjoyment in the Development as provided herein and the relationship which each such person bears to such Owner, tenant, or Contract Purchaser. Any rights of enjoyment assigned pursuant to this section are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. It is the express purpose and intent of the provisions of this section to limit the right of use and enjoyment of the Common Area to Residents and their guests.

3.5 Common Area Construction. No person or entity other than the Association or its duly-authorized agents (i) shall construct, reconstruct, refinish, alter, or maintain any Improvement upon the Common Area, (ii) shall make or create any excavation or fill upon the Common Area, (iii) shall change the natural or existing drainage of the Common Area, or (iv) shall plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area.

3.6 Mechanic's Liens. In the event there shall be Recorded against the Common Area a notice of mechanic's lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner or his or her Lot, such Owner shall immediately cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be granted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

**ARTICLE 4                      USE RESTRICTIONS**

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4.1 Single Family Residential Use. Except as specifically provided in Section 4.3, no Lot, or any portion thereof, shall be occupied or used for other than single-family residential purposes. Only one Residence per Lot is permitted and such Residence, and no other building or structure of any kind, may be used as a living area.



4.2 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof. Notwithstanding the preceding, if any Lot is owned by two or more co-tenants as tenants in common or as joint tenants, this section shall not be deemed to prevent a judicial partition by sale as between such co-tenants.

4.3 Restriction on Businesses. No business of any kind shall be established, maintained, operated, permitted, or conducted within the Development except:

(a) Those professional and administrative occupations as may be permitted by, and which are conducted in conformance with, all applicable governmental ordinances provided that there is no external evidence thereof, and further provided that the Board may, in its complete discretion, prohibit the conduct of any such activities which the Board determines to be incompatible with the nature and character of the Development or which, in the Board's opinion, may or does otherwise negatively impact the quality of life and property values within the Development.

(b) Those other businesses which by law must be permitted to be conducted within the Development.

4.4 Offensive Conduct, Nuisances, Noise. No noxious, harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Residences. Without limiting any of the foregoing, no Resident shall permit noise, including without limitation the barking of dogs or excessively loud music, to emanate from the Resident's Lot, which would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Common Area. Nothing in this section shall be construed to limit the Association's ability to discharge its duties in accordance with the Governing Documents or otherwise manage the Development.

4.5 Use of the Common Area. All use of the Common Area is subject to the Governing Documents. No alterations or additions to the Common Area shall be made except as authorized by the Board pursuant to Section 2.4. Nothing shall be placed, kept, stored, or parked on the Common Area without the prior written consent of the Board, except by the Association. Without limiting the foregoing, no Owner shall place rubbish, debris, or other unsightly or unsanitary materials on the Common Area. Each Owner shall avoid causing damage to the Common Area.

4.6 Requirement of Architectural Approval. As addressed in greater detail in Article 9, construction, installation, modification, or alteration of buildings, outdoor structures, fences, awnings, outdoor lighting and all other exterior Improvements are subject to approval of the Architectural Control Committee.

4.7 Sports Apparatus. No sports apparatus, whether portable or fixed, including without limitation basketball standards, which is visible from (i) any Lot other than the Lot upon which it is installed or utilized, (ii) any street within the Development, or (iii) the Common Area, shall be permitted within the Development except in strict accordance with the following provisions:

(a) Portable Sports Apparatus. The Board of Directors shall have the power, but not the obligation, to permit the use of portable sports apparatus, including without limitation portable basketball standards, on any Lot. Use of such portable sports apparatus shall be subject to all rules and regulations, which shall be Rules as defined in Section 1.32, as the Board may in its discretion



adopt. Such Rules may include, without limitation, requirements that the apparatus be stored completely out of sight from outside of the Lot when not in use, limitations on the times of day during which such apparatus may be used, and regulations regarding the conduct and noise generated in the use of such apparatus.

(b) Fixed Sports Apparatus. The Board of Directors shall have the power, but not the obligation, to permit the installation of fixed sports apparatus, including without limitation basketball standards, which would otherwise be prohibited by this section upon any Lot provided that (i) architectural approval pursuant to Article 8 is obtained, (ii) no fixed sports apparatus shall be installed in any Front Yard Area, and (iii) the installation is in conformance with the provisions of the Declaration.

4.8 Window Coverings. In no event shall windows be painted, nor shall aluminum foil, newspaper, bed sheets, cardboard or similar materials be placed in windows. All window coverings shall be maintained in good repair and condition at all times.

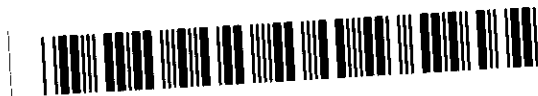
4.9 Signs. No sign of any kind shall be displayed to the public view from any portion of the Development except that this restriction shall not apply to:

- (a) Signs required by legal proceedings;
- (b) Signs which by law cannot be prohibited;
- (c) A single sign of customary and reasonable dimension and design, complying with the Rules and reasonably located on a Lot advertising the Lot for sale;
- (d) A single identification sign which has been approved by the Board of Directors located on a Lot identifying the number or address of the Lot and/or the name of the Owner of the Lot;
- (e) Signs approved by the Board located at or near any entrance to the Development identifying the Development;
- (f) Signs required for traffic control and regulation of streets or open areas within the Development; and
- (g) Such other signs as the Board, in its discretion, may approve. The Board may adopt limitations on such signs including, without limitation, restrictions on the size of the signs, the duration of their posting, and their location.

4.10 Antennas. No outside mast, tower, pole, antenna, or satellite dish shall be erected, constructed, or maintained on the Common Area or upon any Lot, except as provided in this Section 4.10. Antennas or satellite dishes with a diameter or diagonal measurement not greater than one meter which are designed to receive direct broadcast satellite services, video programming services via multi-point distribution services, or television broadcast signals (collectively "Permitted Dishes") may be erected, placed or installed on a Lot, subject to the following restrictions, provided that the application of these restrictions do not unreasonably delay installation or expense, or preclude reception of an acceptable quality signal:

- (a) All Permitted Dishes shall be placed in locations which are not visible from the streets within the Development.





(b) All Permitted Dishes shall be painted to blend into the background against which they are mounted.

(c) All Permitted Dishes shall be installed at locations in accordance with a prioritized list of placement preferences, if such a list is adopted by the Architectural Committee.

(d) All Permitted Dishes shall be installed in accordance with such reasonable restrictions which may be imposed as part of the Architectural Rules

4.11 Trash Disposal. Trash, garbage, accumulated waste plant material and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:

(a) Except as provided in Section 4.11(b), the containers shall be maintained upon each Lot and shall be screened or otherwise concealed from view from the Common Area, the streets or any other Lot.

(b) The containers may be placed for pickup at a reasonable time prior to trash collection and shall be promptly stored as specified in Section 4.11(a) after collection. The Board may adopt Rules regulating the placement of containers for trash collection which Rules may include limitations on the period of time during which containers may be placed for collection.

(c) No Owner or Resident shall permit or cause any garbage, trash or other waste or refuse to be kept upon any portion of any Lot outside of the Residence or elsewhere in the Development, except in such containers.

4.12 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials other than in connection construction projects approved in accordance with Article 9. All construction debris shall be picked up and deposited daily in an appropriate container.

4.13 Vehicles and Parking.

(a) Limitations on Types of Vehicles.

(i) No trailer, motor home, recreational vehicle, camper, or boat, shall be parked, kept, stored, or permitted to remain upon any area within the Development unless placed or maintained completely within an enclosed garage, except that a guest of a Resident may park a recreational vehicle on the driveway of the visited Lot for a period not exceeding forty-eight continuous hours. Movement of any such recreational vehicle for the purposes of preventing the application of this section shall be ineffective.

(ii) No dilapidated, unclean, unsightly, inoperable, or abandoned vehicle shall be parked, kept, stored, or permitted to remain upon any area within the Development unless placed or maintained completely within an enclosed garage.

(b) Limitation on Numbers and Parking of Resident and Owner Vehicles.

(i) The Residents and Owners of a single Lot shall not bring into the Development at any one time more vehicles than the number of full-sized vehicles which can be parked completely within the garage serving such Residence, plus two additional vehicle.



(ii) Except as specifically provided in Section 4.13(b)(iii), vehicles of Residents may only be parked wholly within the garage located on the Lot occupied by such Residents or owned by such Owner.

(iii) No more than two vehicles of a Resident or Owner of a Lot may be parked in the driveway located on such Lot and then only if such vehicles do not protrude into the street. Notwithstanding the preceding, no van (other than a van reasonably necessary to meet the transportation needs of a disabled person residing on a Lot), truck or commercial vehicle may be parked within a driveway. The terms "van", "truck" and "commercial vehicle" shall not include sedans or standard size pickup trucks and vans (with a payload capacity of one ton or less) which are used for both business and personal uses, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.

(iv) Vehicles of Residents and Owners may not be parked elsewhere within the Development including, without limitation, on the streets. This restriction shall apply to all streets within the Development notwithstanding the fact that such streets have been dedicated to, or have been offered for dedication to, the public.

(c) Noisy and Polluting Vehicles. No unreasonably noisy vehicles, off-road only vehicles, unregistered vehicles, and vehicles which do pass state automobile pollution requirements, or emitting foul smelling or offensive exhaust fumes shall be operated within the Development.

(d) Parking Rules and Enforcement. In order to prevent or eliminate any parking problems within the Development, or to further define and enforce the restrictions contained in this section, the Board shall have the authority to adopt further reasonable rules and restrictions regarding vehicles and parking within the Development as the Board may deem prudent and appropriate. The Board shall also have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such authority and power shall include, without limitation, the power and authority to fix and impose fines for violations of this section in accordance with Section 10.5(c) and the Bylaws.

(e) Variances. The Board, in its complete discretion and upon such basis and terms as it deems prudent, shall have the power to adopt, modify and repeal Rules permitting the temporary use and parking within the Development of vehicles otherwise prohibited by the provisions of this section.

#### 4.14 Garages and Driveways.

(a) Each Owner and Resident shall keep his or her garage and driveway in a neat, orderly, sanitary, and safe condition.

(b) Each garage door shall remain closed except during the time required for the entry and exit of vehicles and individuals and when and only for as long as reasonably necessary to (i) clean the garage, (ii) perform routine washing of vehicles, and (iii) perform yard maintenance upon the Lot. Each garage door shall be maintained in good condition, appearance and repair.

(c) Garages shall be remodeled or used as a workshop, storage space, hobby facility or for any other use or facility, provided such modification or use still permits a three-car garage to accommodate at least two full-sized passenger vehicles and a two-car garage to accommodate at least



one full-sized passenger vehicle. Any modification to a garage which is visible from outside the Residence is subject to architectural review as provided in Article 8.

4.15 Outbuildings and Temporary Structures. No outbuilding, tent, shack, trailer, shed, cabana, temporary building, or similar building or structure, shall be located within the Development, except in strict compliance with the provisions of this Declaration, including Article 8. In no event shall any such building or structure be used as a living area. The Architectural Review Committee may approve plans for permanent storage building Improvements, provided such Improvements are consistent with the existing Residence in color, construction materials, design and quality.

4.16 Compliance with Laws. Nothing shall be done or kept anywhere within the Development which violates any local, state or Federal law, ordinance, statute, rule or regulation.

4.17 Animals.

(a) Household Pets. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be raised, bred or kept on any Lot or portion of the Development except that a reasonable number of domesticated birds, cats, dogs or aquatic animals kept within an aquarium, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and they are maintained under reasonable control at all times, all in conformance with any County ordinances.

(b) Owner's Responsibility for Pets. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. The Board shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to pets, including without limitation fines for failure to remove and dispose of pet waste as required by this section. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Development by such person or by members of his or her household, tenants, guests, or invitees. Each Owner and Resident shall indemnify the Association and its officers, directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner or Resident, members of his or her household, guests, tenants, or invitees.

(c) Pet Rules. The Board may adopt and enforce pet rules, which shall be Rules as that term is defined in Section 1.32, in addition to the provisions of this section. Such Rules may include, without limitation, regulations regarding the presence of pets on the Common Area and requirements that pets be registered with the Association. The Association shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person.

4.18 Rental of Lots. An Owner shall have the right to rent his or her Lot subject to the provisions of the Governing Documents, including without limitation the following specific requirements:

(a) Notification of the Board. The Owner shall notify the Association of the duration of the lease and shall provide the Association with (i) the names of the tenants, (ii) the names of the members of the tenants' household, (iii) the tenants' telephone numbers, and (iv) such other information as the Board deems appropriate. The Association may, in its discretion, adopt a form for the provision of the information required by this subsection, together with an acknowledgment by the tenants that they have read, understand and agree to abide by the Governing Documents, which form shall be submitted to the Association for each rental of a Lot.



(b) Owner Responsibility. Each Owner renting a Lot shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about all Lots and Common Area and for each tenant's compliance with the provisions of all Governing Documents. An Owner renting a Lot shall provide the tenant with copies of the Governing Documents and all subsequent amendments.

(c) Association's Enforcement Rights. In the event a tenant's conduct involves damage or misuse of any Common Area or facilities on any Common Area or constitutes an unreasonable nuisance to Residents, the Association shall be entitled to maintain an eviction action against such tenant to the same extent as the Owner of the Lot, the Association being deemed to be a third party beneficiary of any lease or rental agreement involving any Lot within the Development. The Association's right to maintain an eviction action shall arise only in the event that (i) the Association has given notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments as to why eviction by the Association is not necessary, and (ii) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

(d) Indemnification of Association. Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the Association, its officers, directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Lot upon the Development, including any such arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

(e) Requirements of Written Rental Agreement. Any rental of any Lot shall be only by written rental agreement which shall expressly provide (i) that it is subject to all of the provisions of the Governing Documents, (ii) that the tenants of such Lot shall comply with all provisions of the Governing Documents, and (iii) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of such rental agreement. Pursuant to Section 3.1 of the Bylaws, the rental agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the lessee.

(f) Requirement of Inclusive Rental Agreement. No Owner may rent or hire any garage, accessory building, or similar improvement to anyone who does not have the right of possession of the entirety of the Residence on the Lot.

4.19 Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained upon any Lot where the same would be visible from the Common Area, the streets or any other Lot.

4.20 Mailboxes and Exterior Newspaper Tubes. Except for the cluster-style, grouped mailboxes which are the mail receptacles for the Lots, no newspapers tubes or mailboxes shall be erected or maintained within the Development.

4.21 Activities Affecting Insurance. Nothing shall be done or kept within the Development which will increase the rate of insurance maintained by the Association without the prior written consent of the



Association. No Owner shall permit anything to be done or kept within the Development which would result in cancellation of any insurance policy maintained by the Association or any other Owner.

4.22 Storage of Personal Property. Items of personal property stored in the front, back, or side yards of Lots shall be kept screened and concealed from view from the Common Area, public streets and from the ground floor windows of Residences within the Development.

4.23 Drainage Patterns. Except as approved by the Architectural Control Committee or performed by the Association, there shall be no interference with the natural or established drainage systems or patterns within the Development.

4.24 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence or hedge exceeding three feet in height shall be erected or permitted to remain or allowed to grow nearer any street than setback lines shown on the Subdivision Map.

4.25 Indemnification. Each Owner, by acceptance of a deed to a Lot, agrees for himself or herself and for the members of his or her household, and his or her Contract Purchasers, tenants, guests or invitees, to indemnify each and every other Owner, and to hold them harmless from, and to defend them against, any claim of any person for personal injury or property damage occurring within the Lot of that particular Owner, except that such Owner's liability may be diminished to the extent that the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting such Lot or is fully covered by insurance.

4.26 Variances. The Board shall be authorized to grant reasonable variances from the provisions of Article 4 of this Declaration upon written application from any Owner provided that the Board determines, in its sole discretion, that the specific application of the restriction to such Owner will (i) cause substantial undue hardship to the Owner, or (ii) fail to further or accomplish the common plan for the Development as contemplated by this Declaration. The Board shall have the power to limit any variance granted in scope or duration or otherwise impose such specific requirements as the Board may, in its complete discretion, see fit to require. The Board shall follow the following procedures in acting on any request for a variance:

(a) The Board, in its sole discretion, shall make an initial determination whether or not the variance on its face meets the requirements set forth in this section. If the Board determines that it does not, the variance request shall be denied and the Board shall so notify the applicant within thirty days of the Board's decision. If the Board determines that the variance does, the procedures set forth in the remainder of this section shall be followed.

(b) The Board shall conduct a hearing on the variance within forty-five days of the receipt of the written request for a variance. Notice shall be given to all Members not less than fifteen days prior to the date of the hearing. Members may submit comments in writing prior to the hearing and/or appear at the hearing. The Board shall establish a reasonable time limit for Member comments during the hearing. No decision regarding the request for variance shall be made until the conclusion of the hearing.



(c) After the conclusion of the hearing, the Board shall, in its sole discretion, either grant or deny the request for variance in accordance with the standards set forth in this section. As more fully discussed above, if the Board grants the variance request, the Board may impose such conditions as the Board deems appropriate and shall so notify the applicant within thirty (30) days of the Board's decision.

## **ARTICLE 5                      MINIMUM CONSTRUCTION STANDARDS**

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Unless a variance is requested from, and granted by, the Architectural Control Committee in accordance with Section 8.1, Improvements constructed on any Lot shall conform to the following minimum construction standards:

5.1     Approval by Architectural Review Committee. No building, fence, wall or other permanent structure or Improvement shall be erected, altered or placed on any Lot until building plans, specifications and a plot plan showing the location of structures on the Lots have been submitted to the Architectural Review Committee for review and approval as described in Article V, above.

5.2     No Temporary Structures. No recreational vehicle, trailer, mobile home, camper, tent, shack, used structures, structures of a temporary character, or other outbuildings shall be used on any Lot at any time as a Residence.

5.3     Colors and Exterior Finishes. No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including but without limitation, the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, mailboxes and newspaper tubes. No exterior finishes, textures or materials shall be used without approval of the Architectural Review Committee. Generally, colors shall be restricted to those found in the immediate vicinity of the Residence and colors found in nature will be favored and the Committee shall be authorized, as part of the Design Guidelines, to adopt a chart of approved colors and stains for exterior finishes. All exterior colors, textures and materials, including roof materials, must be adequately described in the plans and specifications (with an indication where the colors will be used upon the finish dwelling) and approved in writing by the Committee prior to initiation of construction. Color samples shall be submitted to the Committee along with the plans and specifications. The Committee is authorized to maintain a chart of approved colors.

5.4     Drainage. No Owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels or Common Area as established in connection with the approval of the final subdivision and parcel maps applicable to the Development, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Review Committee, the City, and all other public authorities having jurisdiction.

5.5     Exterior Lighting and Fixtures. Fluorescent, mercury vapor, sodium, or amber vapor lights, or standards outdoor lights of the type used for security must be enclosed in a manner that directs the light in a specific area without causing a visual impairment to passing motorist or a nuisance to neighboring properties. The issue of whether a nuisance exists shall be determined by the Architectural Review Committee in its sole discretion. All exterior fixtures that are attached to the main Residence and any post-mounted exterior fixtures shall be of compatible design and materials of the Residence. Any post mounted exterior fixtures shall be of compatible design and materials as the fixtures attached to the main Residence.



5.6 Front Yard Landscaping. At least forty percent (40%) of a Lot's Front Yard Area shall be Improved with sod or groundcover plants, and the remaining portion of the Lot's Front Yard Area shall be covered with crushed or decomposed granite. No other groundcover plants or materials may be installed within a Front Yard Area without the written approval of the Architectural Review Committee. In addition, the following planting requirements shall apply to all Lots within the Development:

Size of Front Yard Area

Plants	Less than 1500 square feet	1500-2000 square feet	2000 or more square feet
Trees	1	2	3
5-Gallon Shrubs	7	10	15
1-Gallon Shrubs	15	20	25

Deciduous trees shall be a minimum size of two caliper inches, and evergreen trees shall be a minimum of six feet (6') tall.

5.7 Fences and Slopes. Declarant shall install all permitted fencing within the Development. The Owners of Lots 15 through 17, 43 through 48, 55 through 61, 69 through 77, and 83 through 85 shall not construct any solid view fencing or construct or place any Improvements on, or otherwise alter the 3:1 revegetated slopes contained within such Lots.

## **ARTICLE 6                      ASSESSMENTS AND LIENS**

6.1 Covenant of Owner. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (i) Regular Assessments, (ii) Special Assessments, (iii) Reimbursement Assessments, and (iv) Enforcement Assessments levied by the Association as hereinafter provided, together with all Additional Charges. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

Each Assessment levied by the Association under this article, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of Record of any Lot shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is Record Owner of such Lot. After an Owner transfers of Record any Lot he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. A Contract Seller of any Lot shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Lot is Recorded.

6.2 Creation of Lien. As more particularly described in Section 116.3116 of the Act, each Assessment or fine levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a lien against an Owner's Lot from the time the Assessment or fine becomes due.

6.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively for (i) managing and operating the Development, (ii) conducting the business and affairs of the Association,



(iii) promoting the recreation, health, safety, welfare, benefit, and interests of the Owners and Residents of the Development, (iv) improving and maintaining the Common Area and, to the extent provided for in the Governing Documents or by law, the Lots situated within the Development, (v) enforcing the Governing Documents, and/or (vi) otherwise benefitting the Owners.

6.4 Authority of the Board/Ratification by Members. The Board shall have the power and the duty to levy Annual and Special Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law. Within thirty (30) days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing the summary. Unless at the ratification meeting a majority of the Owners of all Lots within the Development vote to reject the budget the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the executive Board.

6.5 Regular Assessment.

(a) Calculation of Estimated Requirement. Not less than thirty (30) days nor more than sixty (60) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the net funds required by the Association for such fiscal year (including a reasonable amount allocated to contingencies and to a reserve fund for restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis) to manage, administer, operate, and maintain the Development; to conduct the affairs of the Association; and to perform all of the Association's duties in accordance with this Declaration.

(b) Allocation of Regular Assessment. The Board shall allocate and assess the amount of estimated required funds equally among the Lots within the Development by dividing the amount by the number of Lots, so that each Lot bears an equal share.

(c) Payment of Regular Assessments. Unless the Board shall designate otherwise, Regular Assessments shall be levied on an annual basis and shall be paid in twelve (12) equal monthly installments during the fiscal year, and each installment shall be due and payable on the first day of each month.

(d) Commencement of Regular Assessment. Regular Assessments shall commence as to each Lot within a Phase upon the earlier to occur of (i) the date specified in a Notice of Commencement of Regular Assessments, Recorded by Declarant with respect to the Phase (which date shall be after to the date of Recordation of this Declaration); or (ii) to the first day of the first month following the month in which the first Close of Escrow occurs for the sale of a Lot in the Phase to a person other than the Declarant. Each Lot in the subject Phase shall thereafter be subject to its share of the then established annual Regular Assessment. The first annual Regular Assessment shall be pro rated, if necessary, according to the number of months remaining in the fiscal year established in the Association's Bylaws.

6.6 Special Assessments.

(a) Purpose of Special Assessments. If at any time during any fiscal year the Regular Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of Improvements located in the Development, or if funds are otherwise required for any authorized activity of the Association, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.





(b) Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Lots in the same manner as Regular Assessments.

6.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Lot (i) if a failure by such Owner, or any person or pet for whom the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such Owner or his Lot into compliance, or (ii) in the event that the Association has expended funds performing emergency repairs as authorized by this Declaration or for any other reasons specifically authorized by the provisions of this Declaration. A Reimbursement Assessment shall include any costs, including attorneys' fees, incurred by the Association, including costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. A Reimbursement Assessment shall be due and payable to the Association when levied.

6.8 Enforcement Assessments. The Board may levy an Enforcement Assessment (and any fine imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such an Enforcement Assessment), for violation of any of the provisions of the Governing Documents. Any Enforcement Assessment shall be due and payable to the Association when levied.

6.9 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Regular Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, for that fiscal year or the next fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Regular Assessment fixed for the preceding fiscal year shall be the amount of the Regular Assessment for the ensuing fiscal year until a new Regular Assessment is levied.

6.10 Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.

6.11 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other Additional Charges. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Lot by judicial or non-judicial foreclosure, except as prohibited by law.

6.12 Power of Sale. Except as provided in subsection (d), of this Section 6.12, the Association shall have the power to foreclose an Assessment lien by sale after:

(a) The Association has mailed by certified or registered mail, return receipt requested, to the Lot's owner or successor in interest, at his address if known, and at the address of the Lot, a notice of delinquent assessment which states the amount of the assessments and other sums which are due in accordance with subsection 1 of Section 116.3116 of the Act, a description of the Lot against which the lien is imposed, and the name of the record owner of the Lot. The notice of default and election to sell must be signed by the person designated by the Association for that purpose, or if no one is designated, by the president of the Association;



(b) Not less than 30 days after mailing the notice of delinquent assessment pursuant to Section 6.12(a), above, the Association or other person conducting the sale has executed and caused to be Recorded a notice of default and election to sell the Lot to satisfy the lien, which contains the same information as the notice of delinquent assessment, but must also describe the deficiency in payment and the name and address of the person authorized by the Association to enforce the lien by sale; and

(c) The Lot's owner or his successor in interest has failed to pay the amount of the lien, including costs, fees and expenses incident to its enforcement, for ninety (90) days following the recording of the notice of default and election to sell. The period of ninety (90) days begins on the first day following the later of:

(i) The day on which the notice of default is recorded; or

(ii) The day on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the Lot's Owner or successor in interest at the Owner's address if known, and at the address of the Lot.

(d) The Association may not foreclose a lien by sale for the Assessment based on a fine or penalty for a violation of the Governing Documents of the Association, unless the violation is of a type that threatens the health, safety or welfare of the residents of the Development.

6.13 Commencement of Foreclosure Proceedings. In order for the Association to commence foreclosure proceedings against an Owner's Lot, the Association shall comply with Sections 116.31163, 116.311635, 116.31164, 116.31166, and 116.31168 of the Act.

6.14 Certificate of Outstanding Balance. Within ten (10) days of receipt of a written request, the Association shall furnish to a Lot Owner a statement setting forth the amount of unpaid assessments against the Lot. If requested, the statement must be in recordable form. The statement is binding on the Association, its Board of Directors, and every Lot's Owner.

6.15 Priority. The lien securing each of the Assessments provided for under this article shall have priority as provided in Section 116.3116(2) of the Act.

6.16 Association Funds. All Association accounts shall be maintained in one or more banks or other depositories selected by the Board, which accounts shall be clearly designated as belonging to the Association. The Assessments collected by the Association shall be properly deposited into such accounts. All Association funds maintained in reserve accounts may not be withdrawn without the signatures of at least two members of the Board of Directors or the signatures of at least one member of the Board of Directors and one officer of the Association who is not a member of the executive Board.

6.17 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this article, the benefit of any homestead or exemption laws of the State of Nevada in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this article.

6.18 Property Exempt From Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:

(a) All property dedicated to and accepted by the City, County, or other local public authority and devoted to public use.



(b) Any Lot which is owned by the Association as a result of the Association having acquired such Lot through foreclosure. Such exemption shall be applicable only during the period in which the Association is Record Owner of such Lot.

(c) All Common Area.

## **ARTICLE 7                      MAINTENANCE OF PROPERTY**

7.1 Association Responsibilities. The Association shall have the following maintenance responsibilities:

(a) Common Area. The Association shall maintain, repair, and replace the Common Area, keeping the same in good condition and repair.

(b) Landscaping Areas. The Association shall maintain, repair, and replace the irrigation systems and landscaping located within the easements more particularly described in attached Exhibit "B". The Association shall also maintain the landscaping on Common Area parcels A, B, C, D, E, F, G, K, L, M, N, O, P, Q, and R, as shown on the Subdivision Map pursuant to City code standards.

(c) Other Association Property. The Association shall maintain, repair and replace all other real and personal property that may be acquired by the Association, keeping such property in good condition and repair.

7.2 Owner Responsibilities. Except as clearly and specifically made an Association responsibility pursuant to Section 7.1 above, each Owner shall be solely and exclusively responsible for the maintenance, repair and replacement of his or her Lot and all Improvements thereon, and shall keep the same in good and attractive condition and repair. Each Owner's obligations shall include, without limitation, the following:

(a) Residence and Other Buildings. Each Owner shall maintain, in good and attractive condition and repair, the Residence and other buildings located on his or her Lot. The garage door for the garage of the Residence shall be maintained in good condition, appearance and repair.

(b) Landscaping. Each Owner shall maintain the landscaping on his or her Lot, including the front yard parkway strip, in a neat and attractive condition. Owners shall not modify or alter the front yard parkway strip installed by Declarant on an Owner's Lot. The grass on each Lot shall be mowed on a regular basis. No weeds, underbrush or any other unsightly growth shall be permitted to grow or remain on any Lot. No refuse pile or unsightly object shall be permitted on any Lot. The Board is specifically empowered to adopt Rules regarding the care of landscaping on Lots including without limitation Rules governing the maximum height of grass, bushes and other landscaping elements. Each Owner shall install the backyard landscape within six (6) months, excluding November, December, January, and February, following the conveyance of the Lot to the Owner by Declarant. Upon written request by an Owner, the Architectural Review Committee may grant an Owner a one-time extension to comply with the installation requirements of this section.

(c) Fences. Each Owner shall maintain, repair and replace the fences located on his or her Lot, keeping the same in good and attractive condition and repair. The Owners of Lots 1 through 13, 35 through 41, 86 through 93 and 95 through 97 shall be solely responsible for the maintenance of the split rail view fence within or abutting such Owner's Lot as installed by Declarant. Common fences shared by Lots shall be maintained in accordance with the following provisions:



(i) General Rules of Law Apply. Each fence which is placed on the dividing line between the Lots shall constitute a common fence. The general rules of law regarding common fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(ii) Sharing of Repair and Maintenance. The cost of maintenance and repair of a common fence shall be shared by the Owners who make use of the fence in proportion to such use.

(iii) Destruction by Fire or Other Casualty. If a common fence is destroyed or damaged by fire or other casualty, any Owner who has used the common fence may restore it, and if the other Owner thereafter makes use of the common fence, he or she shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(iv) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

(d) Utility Connections. Utility lines and connections, including without limitation, water, sewer, electrical, cable television, telephone and gas lines, which are located on, under, or over any Lot and which provide service to the Residence or other Improvements located upon such Lot, shall be maintained, repaired and replaced by the Owner of such Lot or by the utility company providing such service.

(e) Storm Water Drainage Systems. Each Owner shall be responsible for maintaining, repairing and replacing any storm water drainage system located on such Owner's Lot. There shall be no interference with or obstruction of the established surface drainage pattern(s) over any Lot within the Development, unless an adequate alternative provision is made for proper drainage. Any alteration of the established drainage pattern must at all times comply with all applicable local governmental ordinances. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any Lot is completed by Declarant. Each Owner shall maintain, repair, and replace and keep free from debris or obstructions the drainage channels, systems, and devices, if any, located on his Lot, except those for which a public authority or utility is responsible.

7.3 Compliance With Architectural Provisions. An Owner's right and responsibility for maintaining, repairing or replacing any portions of his or her Lot, including landscaping, shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 8.

7.4 Owner Failure to Maintain. The Board shall have the absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner is necessary to preserve the appearance and value of the property comprising the Development, or any portion thereof, and may notify an Owner of the work the Board deems necessary. In the event an Owner fails to perform such work within thirty days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.



7.5 Owner Liability. In the event the need for any maintenance, repair, or replacement by the Association is caused by the willful or negligent act or omission of an Owner, members of any Owner's household, or an Owner's tenants, Contract Purchaser, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment.

7.6 Authority for Entry of Lot. The Association or its agents may enter any Lot, whenever such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible or which it is authorized to perform, including without limitation the authorization provided in Section 7.4. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four hours, except in emergency situations.

7.7 Association Liability. The Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any Improvement thereon, except to the extent that the need for such maintenance, repair, or replacement results from the negligence or fault of the Association, its employees, contractors, or agents.

7.8 Board Discretion. The Board shall have the discretion to determine the manner, method, extent and timing of the performance of any and all maintenance, repair and replacement obligations imposed upon the Association this article.

7.9 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

## **ARTICLE 8                      ARCHITECTURAL CONTROL**

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8.1 Submission of Plans and Specifications. Except for Improvements made or constructed by or on behalf of the Association, no Improvements including without limitation landscaping, Residences, buildings, fences, walls, obstructions, balconies, screens, patio covers, awnings, or other structures of any kind, shall be commenced, located, erected, painted, or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to (i) quality of workmanship and design, (ii) harmony of external design in relation to the nature and character of the Development and the Improvements thereon, and (iii) location in relation to surrounding structures, topography, finished grade elevation. Notwithstanding this section, and provided that the existing color and finish were approved by the Architectural Control Committee in the first instance, an Owner may repaint and refinish the exterior of the Improvements on his or her Lot in an identical color and finish without the approval of the Architectural Control Committee.

8.2 Establishment of Architectural Control Committee. The Board shall appoint an Architectural Control Committee consisting of three Members, who shall serve at the pleasure of the Board. The Board shall have the power, in its complete discretion and either with or without cause, to remove any member of the Architectural Control Committee. In the event of death, resignation or removal of any member of the



Architectural Control Committee, the Board shall have the full authority to designate a successor. If at any time there shall not be a duly-constituted Architectural Control Committee, the Board shall exercise the functions of the Architectural Control Committee in accordance with the terms of this article.

8.3 Duties. It shall be the duty of the Architectural Control Committee to consider and act upon proposals or plans submitted to it, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

8.4 Meetings. The Architectural Control Committee shall meet as necessary to properly perform its duties hereunder. Every act done or decision made by a majority of the members of the Architectural Control Committee shall be the act or decision of the Architectural Control Committee. The Architectural Control Committee shall keep and maintain a record of all actions taken by it at such meetings or otherwise. The Architectural Control Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Control Committee function.

8.5 Architectural Rules. The Architectural Control Committee may, from time to time, and subject to the Board's approval, adopt, amend, and repeal rules and regulations to be known as Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this article by setting forth the standards and procedures for Architectural Control Committee review and guidelines for architectural design, placement of Residences and other structures, color schemes, exterior finishes and materials, and similar features which are recommended for use in the Development; provided, however, that the Architectural Rules shall not be in derogation of the minimum standards required by this Declaration. The Architectural Rules may also impose limits on the days and hours of construction and impose any other restrictions and regulations which the Board deems appropriate to limit the impact of construction activities on the Residents. In its discretion, and subject to the Board review provisions of Section 8.12, the Architectural Control Committee may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate.

8.6 Application. Any Owner proposing to perform any work of any kind whatever, which requires prior approval pursuant to this article, shall apply for approval by notifying the Association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Architectural Control Committee or Board may require, including without limitation samples of proposed paints in such sizes and formats as the Committee or the Board may deem appropriate. In accordance with Section 10.5(c), and in addition to any other remedies the Association may have, the Board may impose a fine against any Owner who fails to submit an application, and obtain the required approval thereof, prior to proceeding with any Improvement for which approval is required pursuant to this article. Except as provided in the last sentence of Section 8.1, any Owner who paints his or her Residence or any other Improvement without first submitting an application and obtaining the approval required by this article may be required, in the Board's discretion, to repaint the Residence or Improvement.

8.7 Fees. The Architectural Control Committee may charge a reasonable fee or fees for its review of architectural or landscaping applications, drawings, plans, and specifications which may include the cost of retaining outside consultants including but not limited to architects, engineers, soils experts, or contractors.

8.8 Grant of Approval. The Architectural Control Committee shall grant the requested approval only if:

- (a) The Owner shall have complied with the provisions of Section 8.1 and Section 8.2 above;



(b) The Architectural Control Committee shall find that the plans and specifications conform to both (i) this Declaration, and (ii) the Architectural Rules in effect at the time such plans were submitted to the Committee, unless a variance is granted from such Architectural Rules pursuant to Section 8.6; and

(c) The Architectural Control Committee shall determine that the proposed Improvements would be consistent with the standards of the Development and the purposes of this Declaration as to quality of workmanship, design and materials, as to harmony of exterior design with the existing structures, and as to location with respect to topography and finished grade elevations.

8.9 Form of Approval. All approvals and denials of requests for approval shall be in writing except as provided in Section 8.11. The Architectural Control Committee may approve a request for approval subject to the Owner's consent to any modifications made by the Architectural Control Committee. If the Owner does not consent to the modifications, the request for approval shall be deemed denied in its entirety. Any approval or approval with modifications shall become effective on the thirty-first day following the date of such approval and shall be subject to Board review as provided in Section 8.12.

8.10 Time for Architectural Control Committee Action. Any request for approval which has not been acted upon by the Architectural Control Committee within forty-five days from the date of receipt thereof by the Architectural Control Committee shall be deemed approved. The Owner requesting approval shall have the burden of establishing the date of receipt of the request for approval by the Architectural Control Committee by evidence in the form of either a copy of such request for approval date-stamped by the Association or by a return receipt provided by the U. S. Postal service acknowledging that such request for approval was delivered to the Association.

8.11 Board Review. The Architectural Control Committee shall submit a copy of its findings and determinations to the Board which shall then have thirty days from the date of the approval or denial of the request for approval to review, upon its own initiative, the action of the Architectural Control Committee. The Board may also review the action of the Architectural Control Committee at the request of the Architectural Control Committee or any Member, including the Owner submitting the request for approval, provided that any such request shall be presented to the Board within ten days from the date of the approval or denial of the request for approval by the Architectural Control Committee. If a review is conducted, the Board may affirm, reverse or modify the decision in its discretion and in accordance with the provisions of the Governing Documents and shall so notify the applicant within thirty days following the Board's decision.

8.12 Commencement. Upon receipt of approval pursuant to this article, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all installation, construction, reconstruction, refinishing, alterations, and excavations pursuant to such approval, commencement to occur, in all cases, within ninety days from the effective date of such approval or upon such later date as the Board may in its discretion designate. If the Owner shall fail to comply with this paragraph, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of the time for commencement, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

8.13 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, within one year after commencing construction thereof (or in the case of projects under construction when this Declaration is Recorded, within one year after the date of Recordation), except and for as 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 an Owner fails to comply with this



section, the Board shall proceed in accordance with the provisions of Section 8.15, below, as though the failure to complete the Improvements was a non-compliance with approved plans.

8.14 Inspection. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any Improvements, or upon the completion of any other work for which approved plans are required under this article, the Owner shall give written notice thereof to the Architectural Control Committee.

(b) Within sixty days after the receipt of such written notice, the Architectural Control Committee, or its duly authorized representative, may inspect such Improvement to determine whether it was installed, constructed, reconstructed, altered, or refinished to substantial compliance with the approved plans. If the Architectural Control Committee finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty day period, specifying particulars of non-compliance and shall require the Owner to remedy such non-compliance.

(c) If the Owner shall have failed to remedy such non-compliance upon the expiration of thirty days from the date of such notification, the Architectural Control Committee 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 non-compliance. The hearing date shall be not more than thirty nor less than fifteen days after notice of the non-compliance is given to the Board by the Architectural Control Committee. Notice of the hearing date shall be given at least ten days in advance thereof by the Board to the Owner, to the Architectural Control Committee and, in the discretion of the Board, to any other interested party.

(d) At the hearing the Owner, the Architectural Control Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five 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 as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.

(e) If, for any reason, the Architectural Control Committee fails to notify the Owner of any non-compliance within sixty days after receipt of a notice of completion from the Owner, the Improvement shall be deemed to be in accordance with the approved plans. The Owner shall have the burden of establishing the date of receipt of the notice of completion by the Architectural Control Committee by evidence in the form of either a copy of such notice date-stamped by the Association's office or by a return receipt provided by the U. S. Postal service acknowledging that such notice was delivered to the Association.

8.15 Non-Waiver. The approval by the Architectural Control Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Control Committee under this 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.





8.16 Estoppel Certificate. Within thirty days after written demand is delivered to the Association by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Board shall Record an estoppel certificate, if permitted by the County, certifying (with respect to any Lot of such Owner) that as of the date thereof, either: (i) all Improvements made and other work completed by such Owner comply with this Declaration, or (ii) 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 non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in a Lot through him, shall be entitled to rely on such certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

8.17 Notice of Noncompliance. If any Improvements are installed within the Development that are not in conformance with this Declaration, the Association is authorized to Record a Notice of Noncompliance, if permitted by the County. The Notice of Noncompliance shall provide: (i) a legal description of the Lot affected, (ii) the name of the record Owner as most recently reported to the Association, and (iii) a description of the general nature of the noncompliance. If and when such Lot is brought into compliance with this Declaration, as determined by the Board, the Association shall issue and, if permitted by the County, Record an estoppel certificate in accordance with Section 8.16.

8.18 Imposition of Penalties for Noncompliance. The Association shall be permitted to levy construction penalties in accordance with NRS 116, Section 47, with the maximum amount of the construction penalty fifty dollars (\$50) per day.

8.19 Liability. Neither the Board, the Architectural Control Committee nor any member or representative thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any property within the Development; (iv) the execution and filing of an estoppel certificate pursuant to Section 8.16, whether or not the facts therein are correct; provided, however, that the Architectural Control Committee, the Board or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or him; or (v) the execution and filing of a notice of noncompliance pursuant to Section 8.17, whether or not the facts therein are correct; provided, however, that the Architectural Control Committee, the Board or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or him. Without in any way limiting the generality of the foregoing, the Architectural Control Committee, the Board or any member or representative thereof, may, but 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 Architectural Control Committee. Every purchaser, by acquiring title to a Lot or portion thereof agrees not to bring any action or suit against the Board, the Architectural Control Committee, or their members or representatives seeking to recover any such damages.

8.20 Compliance With Governmental Requirements. The application to the Association, and the review and approval of any proposals, plans, or other submittals, shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the Board, the Architectural Control Committee, or their members as to the accuracy, efficacy, or sufficiency of such proposals, plans or other submittals.



## ARTICLE 9 EASEMENTS

9.1 Easements in General. In addition to all easements reserved and granted on the Subdivision Map and the easements specified in Article 2, there are hereby specifically acknowledged, reserved and granted for the benefit of the Lots and the Owners in common and for each Lot and Owner severally, and for the Association, as their respective interests shall exist, the easements and rights of way as particularly identified in this article.

9.2 Utility Easements. Easements over and under the Development or any portion thereof for the installation, repair, maintenance, and replacement of (i) electric, telephone, water, gas, and sanitary sewer lines, meters, and facilities, (ii) cable lines and facilities, (iii) drainage facilities, (iv) walkways, and (v) landscaping, as shown on the Subdivision Map, and as may be hereafter required or convenient to service the Development, are reserved by and shall exist in favor of the Association, together with the right to grant and transfer the same. The Association shall maintain all utility installations located in the Common Area except for those installations maintained by utility companies, public, private, or municipal.

9.3 Easements Granted by Board. The Board shall have the power to grant and convey to any person or entity easements and rights of way, in, on, over, or under the Common Area for the purpose of (i) constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and (ii) for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Association. Each purchaser, in accepting a deed to a Lot, expressly consents to such easements and rights of way. No such easements may be granted if they would unreasonably interfere with the use, occupancy, or enjoyment by an Owner or Resident of his or her Lot without the consent of the affected Owner of the Lot.

9.4 General Association Easements for Maintenance, Repair and Replacement. The Association shall have an easement in, on, over or under every Lot as reasonably necessary to (i) maintain and repair the Common Area, (ii) perform maintenance upon a Lot which is not performed by its Owner as provided by Sections 7.2, 7.4 and 7.6, and (iii) otherwise perform its obligations under this Declaration.

9.5 Encroachment Easements. Each Lot is hereby declared to have an easement over adjoining Lots and Common Area for the purpose of accommodating any encroachment due to fences or walls which are built in accordance with the original design, plans and specifications of Declarant, and due to engineering errors, errors in original construction, settlement or shifting, or similar causes. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of the Owner shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurs due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and is repaired or rebuilt, the Owners of each adjoining Lot agree that minor encroachments of the adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

9.6 Utility Maintenance and Repair Easements. Wherever sanitary sewer connections or water connections or electricity, gas or telephone, television lines or drainage facilities are installed within the Development, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by other than the Owner of the Lot served by said connections, the Owners of any Lots served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter such Lots or to have utility companies enter therein, or any portion thereof, to repair, replace and generally maintain said connections as and when the same may be necessary.



Wherever sanitary sewer house connections and/or water Residence connections or electricity, gas or telephone lines or drainage facilities are installed within the Development, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

All utility companies having easements on the property covered by this Declaration shall have easements for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a Lot for uncovering any such lines. Any Owner or utility company exercising the rights granted in this section shall be obligated to restore the Lot and the Residence entered to substantially its former condition.

## **ARTICLE 10                      ENFORCEMENT**

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10.1    Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance. In addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association, its officers, the Board or by any Owner. The Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole.

10.2    Violation of Law. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

10.3    Owners' Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing members of his or her household and his or her tenants, Contract Purchasers, contractors and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

10.4    No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facilities or by abandonment of his or her Lot.

### 10.5    Rights and Remedies of the Association.

(a)    Rights Cumulative. The Association, its Directors, Officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive.

(b)    Member Not In Good Standing. Upon a determination by the Board of Directors, after prior notice to the affected Member and an opportunity for a hearing, that such Member has violated any provision of the Governing Documents including a failure to pay any Assessment when due, the Board shall give notice in writing to such Member that he or she is deemed not to be a Member in Good Standing. Such Member shall be deemed to remain in that status until such time as the Board shall determine in writing that the violation which resulted in the Board's determination



has been cured or remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member shall again be deemed to be a Member in Good Standing of the Association. Such Member shall be so notified in writing with a copy given to the Secretary.

(c) Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants, Contract Purchasers, contractors, guests, pets or invitees, the Board shall have the power to impose sanctions against the Owner. Such sanctions may include, without limitation, the imposition of fines and/or the suspension of an Owner's rights as a Member, including an Owner's voting rights or an Owner's right to use the recreational or community facilities on the Common Area. All fines by the Board shall be levied and collected in accordance with NRS 116.31031. Except as provided in Section 10.7 below, imposition of sanctions shall be effective only after the Board has held a hearing as provided in Section 8.1.4 of the Bylaws. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 6.8 of this Declaration as well as in any manner permitted by law. Further, each Owner shall be obligated to pay Reimbursement Assessments levied by the Board for reimbursement of any costs incurred by the Association relating to violation of any provisions of the Governing Documents by such Owner, members of such Owner's household, or his or her tenants, Contract Purchasers, contractors, guests, pets or invitees.

(d) Inadequacy of Legal Remedy. Except for the non-payment of any Assessments, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its Officers or Board of Directors, or by any Owner or by their respective successors in interest.

(e) Limitation on Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Lot as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments levied by the Association pursuant to Article 6 of this Declaration. The provisions of this subsection shall not affect the Association's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

(f) Limitation on Commencing Civil Actions. Except for civil actions commenced by the Association to enforce the Governing Documents, including the payment of Assessments, or to proceed with a counterclaim, the Association may commence a civil action only after providing at least twenty-one (21) calendar days notice of a meeting, at which an Absolute Majority of the Members consent to the filing of the civil action. At least ten (10) days before the meeting seeking consent to the filing of the civil action, the Association shall provide a written statement to all Lot Owners that includes:

- (i) A reasonable cost estimate of the civil action, including reasonable attorneys' fees,



(ii) An explanation of the potential benefits of the civil action and the potential adverse consequences if the Association does not commence the action or if the action is not favorable to the Association; and

(iii) All disclosures that are required to be made upon the sale of the Property.

10.6 Disciplinary Rules. The Board or a committee appointed by the Board for that purpose may adopt rules and regulations that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Association for violation of provisions of the Governing Documents. Such rules, when approved and adopted by the Board, shall be deemed to be a part of the Association Rules provided for in, and constituting a part of, the Governing Documents.

10.7 Emergency Situations. The following shall constitute emergency situations: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development, (ii) a traffic or fire hazard, or (iii) a threat of material damage to or destruction of the Development or any portion thereof. Notwithstanding any other provisions of the Governing Documents, under circumstances involving conduct that constitutes an emergency situation, the Association may undertake immediate corrective action. Hearings with respect to such corrective action shall be held following the corrective action in accordance with Section 8.1.4(e) of the Bylaws.

10.8 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.

10.9 Notices. Any notices required or given under this article shall, at a minimum, set forth the date, time, and location of any hearing, a brief description of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board, if any. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice to the affected Member; provided, however, that if notice is given by mail, it shall be sent by first-class mail, postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Association.

10.10 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Member or members of his or her household or his or her tenants, Contract Purchasers, guests, invitees or household pets have violated any provision of the Governing Documents, and whether or not legal or judicial proceedings are initiated, the prevailing party shall be entitled to recover the full amount of all costs incurred, including attorneys' fees, in responding to such a violation and/or in enforcing any Governing Document provision. The remedies of the Association to recover the amount of such costs and attorneys' fees shall include, without limitation, the imposition of a Reimbursement Assessment as provided in Section 6.7 of this Declaration.

10.11 Indemnification. Each Owner, by acceptance of his or her deed, agrees for himself or herself and for the members of his or her household, his or her Contract Purchasers, tenants, guests or invitees, to (i) indemnify each and every other Owner for, (ii) to hold each and every other Owner harmless from, and (iii) to defend each and every other Owner against, any claim of any person for personal injury or property damage occurring within the Lot of such Owner, except that such Owner's liability may be diminished to the extent that the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in such Lot or is fully covered by insurance.



## ARTICLE 11      INSURANCE

11.1    Types of Insurance Coverage. The Association shall, at the discretion of the Board of Directors, purchase, obtain and maintain, with the premiums therefor being paid out of Common Funds, the following types of insurance, if and to the extent they are available at a reasonable premium cost:

(a)    Property Insurance. The Association shall obtain and maintain a master or blanket policy of property insurance, written on all risk, replacement cost basis, on all Common Area. The insurance shall be kept in full force and effect at all times and the full replacement value of the insured property shall be redetermined on an annual basis. Depending on the nature of the insured property and the requirements, if any, imposed by institutional Mortgagees having an interest in such property, the policies maintained by the Association pursuant to this section shall contain an agreed amount endorsement or a contingent liability from operation of building laws endorsement or the equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction. The policies required hereunder shall name as insured the Association and all Mortgagees as their respective interests may appear. The policies may contain a loss payable endorsement in favor of the trustee described in Section 11.5 below.

(b)    General Liability Insurance. To the extent such insurance is reasonably obtainable, a policy of comprehensive general liability insurance naming as parties insured the Association, each member of the Association Board of Directors, any manager, the Owners and occupants of Lots, and such other persons as the Board may determine. The policy will insure each named party against any liability incident to the ownership and use of the Common Area and any area of the Development that the Association is obligated to maintain, and such policy shall including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for nonowned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to common interest development projects similar in construction, location, facilities, and use.

(c)    Director's and Officer's Liability Insurance. To the extent such insurance is reasonably obtainable the Association shall maintain individual liability insurance for its directors and officers providing coverage for negligent acts or omissions in their official capacities. The minimum coverage of such insurance shall be at least One Million Dollars (\$1,000,000.00).

(d)    Additional Insurance and Bonds. To the extent such insurance is reasonably obtainable, the Association may also purchase with Common Funds such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this section, demolition insurance, flood insurance, earthquake insurance, and workers' compensation insurance. The Board shall also purchase and maintain fidelity bonds or insurance in an amount not less than one hundred percent (100%) of each year's estimated annual operating expenses and shall contain an endorsement of any person who may serve without compensation. The Board shall purchase and maintain such insurance on personal property owned by the Association and any other insurance, including directors and officers liability insurance, that it deems necessary or desirable.

11.2    Coverage Not Available. In the event any insurance policy, or any endorsement thereof, required by Section 11.1 is for any reason unavailable, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage hereinabove described. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.



11.3 Copies of Policies. Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.

11.4 Individual Owner's Property Insurance. Each Owner shall purchase and at all times maintain a policy of personal liability and property insurance insuring the Owner's Lot, Residence, any Improvements to the Owner's Lot, and personal property.

11.5 Trustee. All insurance proceeds payable under Section 11.1, above, may, in the discretion of the Board of Directors, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear.

11.6 Adjustment of Losses. Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 11.1, above. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

## **ARTICLE 12                      DAMAGE OR DESTRUCTION; CONDEMNATION**

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12.1 Damage to or Destruction of Improvements to Association Property. In the event of damage to or destruction of any Improvement to the Common Area or to any other real property owned by the Association, the Board of Directors shall, in its discretion and based upon considerations such as the existence of insurance proceeds from insurance coverage for such damage or destruction and the frequency of use of the Improvement, determine whether to repair or replace the damaged or destroyed Improvement. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the costs of repair or replacement of the damaged or destroyed Improvement, and if the Board elects to repair or replace the Improvement, the Association may levy a Special Assessment against the Members as provided in this Declaration to cover the additional cost of the repair or replacement not covered by the insurance proceeds. If the Board elects not to repair or replace the Improvement, the applicable insurance proceeds shall be used in the manner consistent with the purposes of the Association and as determined by the Board.

12.2 Damage to or Destruction of Improvements to Lots. In the event of damage to or destruction of the Improvements on any Lot, the Owner of such Lot shall (i) completely repair or rebuild the Improvements to the same state as they existed prior to such damage or destruction or in any other manner approved by the Architectural Control Committee in accordance with Article 9, or (ii) completely remove all remaining portions of such damaged or destroyed Improvements. Such repair, rebuilding, or removal shall be commenced within a reasonable time, which shall in no event exceed one year after the occurrence of the damage or destruction and shall be completed within one year after the date of commencement unless a longer period is agreed to in writing by the Board.

12.3 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement among the condemning authority, the Association and each of the affected Owners, shall be paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association. The Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.



12.4 Condemnation of Lots. If an entire Residence or Lot, or so much thereof as to render the remainder unfit for use as a residence, is condemned or taken for a public or quasi-public use, pursuant to any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the Owner's membership in the Association shall terminate as of the last day of the month in which the condemnor obtains the right to possession, or upon Owner's vacating the premises, whichever occurs last. If only a portion of such Residence or Lot is taken and the remainder is fit for use as a Residence, the Owner shall continue to be a Member of the Association. In any condemnation action involving an Owner's Residence or Lot, the Association shall have the right to seek compensation for any damages incurred by the Association.

## **ARTICLE 13                      PROTECTION OF LENDERS**

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13.1 Assessment Lien Subordinated. No amendment of this Declaration shall affect any of the rights of the holder of any Mortgage, which is made in good faith and for value, if such Mortgage is Recorded and notice of the delivery and recording thereof is given to the Association prior to the Recording of such amendment.

13.2 Default by Owner; Mortgagee's Right to Vote. In the event of a default by any Owner under a Mortgage encumbering such Owner's Lot, the Mortgagee under such Mortgage shall, upon: (a) giving written notice to the defaulting Owner; (b) recording a Notice of Default; and (c) delivering a copy of such recorded Notice of Default to the Association, have the right to exercise the vote of the Owner at any regular or special meeting of the Association held only during such period as such default continues.

13.3 Breach; Obligation After Foreclosure. No breach of any provision of this Declaration by Declarant, the Association or any Owner shall impair or invalidate the lien of any recorded Mortgage made in good faith and for value and encumbering any Lot. The Declarant, the Association or their successor and assigns shall be obligated to abide by all of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes provided for in this Declaration as it may be amended from time to time with respect to any person who acquires title to or any beneficial interest in any Lot through foreclosure, trustee's sale or otherwise.

13.4 Right to Examine Books and Records of the Association. All Mortgagees, insurers and guarantors of any Mortgages on any Lot shall have the right, upon written request to the Association, to:

- (a) Examine current copies of the Governing Documents and the Association's books, records and financial statements, during normal business hours;
- (b) Require the Association to provide an audited statement for the preceding fiscal year: (i) at no expense to the requesting entity when the Development consist of fifty (50) or more Lots; and (ii) at the requesting entity's expense when the Development development consists of fewer than fifty (50) Lots and no audited statement is available; and
- (c) Receive a written notice of all meetings of the Association and designate a representative to attend all such meetings.

13.5 Declaration to Conform With Mortgagee Requirements. It is the intent of this article that this Declaration, the Articles of Incorporation, the Bylaws and the development in general, shall now and in the future meet all requirements of any institutional Mortgagee intending to secure its Mortgage by a Lot or necessary to purchase, guarantee, insure or subsidize any Mortgage of a Lot by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the Veterans' Administration.





## ARTICLE 14

## ANNEXATIONS AND SUPPLEMENTAL DECLARATIONS

14.1 Declarant Annexations. Declarant shall have the right to annex addition lots and common area to the Development so as to be subject to this Declaration and so that membership in the Association shall be appurtenant to ownership of Lots within the annexed Phase. Declarant reserves the right to create up to 333 Lots within the Development, provided, however, that nothing in this Declaration shall be construed to compel Declarant to annex additional property to the Development.

14.2 Association Annexations. In addition to annexations effected by the Declarant pursuant to Section 14.1, annexations of other real property may be made by the Association with the approval by vote or written consent of Members entitled to exercise not less than two-thirds of the Voting Power of the Membership of the Association. Upon obtaining the requisite approval of the Members pursuant to this section, the owner of the property being annexed shall Record a Declaration of Annexation and, if appropriate, a Supplemental Declaration, as more particularly described in Sections 14.5, below.

14.3 Declarations of Annexation. A Declaration of Annexation shall be recorded covering the applicable portion of the real property being annexed. The Declaration of Annexation shall identify the Lots and Common Area, if any, within the annexed property, and may include a Supplemental Declaration which adds or modifies restrictions and rights with respect to the annexed property.

14.4 Assessments in Annexed Phase. Declarant shall pay to the Association, concurrently with the closing of the escrow for the first sale of a Lot in an annexed Phase, appropriate amounts for reserves for replacement or deferred maintenance of Common Area Improvements in the annexed Phase necessitated by or arising out of the use and occupancy of a Residence under a rental program conducted by Declarant which has been in effect for a period of at least one year as of the date of closing of the escrow for the first sale of a Lot in the annexed Phase.

14.5 Supplemental Declarations. Declarant and the Association shall have the right to Record a Supplemental Declaration against future Phases of the Property. The Supplemental Declaration may include restrictions which are different from the restrictions contained in this Declaration. A Supplemental restrictions may not alter the general common plan or scheme created by this Declaration, revise any restriction imposed by a governmental entity as a condition of Subdivision Map approval (without the consent of that entity) or revoke, modify or add to the covenants, conditions and restrictions imposed by this Declaration with respect to portions of the Development initially subject to this Declaration or Development annexed prior the annexed Phase.

## ARTICLE 15

## DECLARANT'S DEVELOPMENT RIGHTS

15.1 Declarant's Right to Develop the Development. The Association and Owners shall not do anything to interfere with the right of Declarant to subdivide, sell, or rent any portion of the Development, or the right of Declarant to complete excavation, grading, construction of Improvements or other development activities to and on any portion of Overall Development or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Development so long as any Lot or any portion of the Overall Development is owned by Declarant. Such right shall include, but shall not be limited to, all grading work as may be approved by the County or other agency having jurisdiction, and erecting, constructing and maintaining on or within the Development such structures, signs and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. Each Owner, by accepting a deed to a Lot, hereby acknowledges that any construction or installation by Declarant may impair the view of such Owner, and hereby consents to such impairment.



15.2 Use of Common Area by Declarant. Declarant may enter upon the Common Area, for the benefit of Declarant or for the benefit of portions of the Overall Development whether or not then annexed, or any combination of them, to complete the development, improvement and sale of Lots and the construction of any landscaping or other Improvement to be installed on the Common Area. Declarant shall also have the right of nonexclusive use of the Common Area and the Improvements thereon, without charge, for sales, display, access, ingress, egress, exhibition and occasional special events for promotional purposes, which right Declarant hereby reserves; provided, however, that such use rights shall terminate on the date on which Declarant no longer owns any Lots within the Development and Declarant's unilateral right to annex portions of the Overall Development has expired. Such use shall not unreasonably interfere with the rights of enjoyment of the other Owners as provided herein and all direct costs and expenses associated with Declarant sales and promotional activities (including, without limitation, any costs or expenses required to clean or repair any portion of the Common Area that are damaged or cluttered in connection with such activities) shall be borne solely by the Declarant and any other sponsor of the activity or event. The rights reserved to the Declarant by this section shall extend to any employee, sales agents, prospective purchasers, customers and/or representatives of the Declarant.

15.3 Amendment of Development Plans. Declarant may amend its plans for the Overall Development, combine or split Lots and apply for changes in any development agreements, changes in zoning, use and use permits, for any property within the Overall Development.

15.4 Independent Architectural Review. For so long as the Declarant has the right to appoint any members of the Architectural Review Committee, the Declarant shall have the right to initiate action to correct or prevent any activity, condition or Improvement that is not in substantial compliance with approved plans and specifications to the same extent as the Association if: (a) the Committee has issued a Notice of Noncompliance; and (b) the Association, after having a reasonable opportunity to do so, does not initiate enforcement action.

15.5 Termination of Declarant's Rights. If the Declarant conveys all of its rights, title and interest in the Overall Development to any person or entity and the acquiring person or entity is designated as a successor Declarant as to all the property conveyed, then Declarant shall be relieved of the performance of any further duty or obligation hereunder, and successor Declarant shall be obligated to perform all such duties and obligations of Declarant. This section shall not terminate any responsibility of the Declarant for acts or omissions occurring prior to the conveyance to such person or entity. However, Declarant may to enter into a contract or agreement dealing with such acts or omissions.

15.6 No Amendment or Repeal. So long as Declarant owns any Lots within the Overall Development, the provisions of this article may not be amended or repealed without the consent of Declarant.

## **ARTICLE 16                      AMENDMENT**

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16.1 Amendment Before First Close of Escrow. Before the close of escrow for the first sale of a Lot within the Development to a purchaser other than Declarant, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant and any Mortgagee of record by an instrument amending or revoking the Declaration. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be Recorded.

16.2 Amendment After First Close of Escrow. After the close of escrow for the first sale of a Lot within the Development to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect upon compliance with the following provisions:



(a) Member Approval Requirements. Any amendment shall be approved by the vote or assent by written ballot of the holders of not less than fifty-one percent (51%) of the Total Voting Power of the Members. Notwithstanding the foregoing, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause.

(b) Declarant Approvals. Article 15 may only be amended with the prior written consent of the Declarant for so long as the Declarant owns a Lot within the Overall Development.

(c) Right of Amendment of Requested by Governmental Mortgage Agency or Federally Chartered Lending Institutions. Anything in this article to the contrary notwithstanding, Declarant and the Board reserve the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by Governmental Mortgage Agencies which require such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s) or Parcel(s) or any portions thereof. Any such amendment shall be effectuated by the recordation, by Declarant or the Board, of a Certificate of Amendment duly signed by the authorized officers of Declarant or the President and Secretary of the Association, as applicable, with their signatures acknowledged, specifying the Governmental Mortgage Agency, or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon all of Lots and Common Area comprising the development and all persons having any interest therein.

16.3 Restatements. This section describes the methods for restating the Declaration after an amendment.

(a) General. The Board has the right, by resolution without the necessity of consent by the Owners, to restate this Declaration when it has been properly amended pursuant to its requirements for amendment. Such restatement shall be effective upon execution of the restatement by any two (2) officers of the Association and its Recordation. Upon Recordation of the restatement, the restatement shall supersede the prior declaration and its amendments in their entirety, without, however, affecting the priority of the Declaration in the chain of title to all properties that are subject to the Declaration as established by the Declaration initial date of Recordation.

(b) Form of Restatement. The restatement shall restate the entire text of the original document, with these exceptions: (i) changes incorporating all amendments approved the Owners; (ii) changes made to rearrange or delete the text for consistency with the approved amendments; (iii) changes made to delete material no longer legally effective or legally required, such as the provisions described in Article 15; (iv) the addition of a statement that the Board has authorized the restatement pursuant to this section; (v) changes made to delete any provision declared illegal by constitutional or statutory enactment, by regulation, or by controlling judicial opinion; and (vi) changes needed to distinguish the restatement from the original document, such as title, section, or subsection numbering changes.

16.4 Effective Date of Amendment. The amendment will be effective upon the Recording of a Certificate of Amendment, duly executed and certified by the president and secretary of the Association setting forth in full the amendment so approved and that the approval requirements of Section 16.2(a) or (b) above have been duly met. If the consent or approval of any governmental authority, Mortgagee, or other entity is required under this Declaration to amend or revoke any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained.



16.5 Amendments by Board. The Board of Directors may, without the approval of the Members, amend any part of this Declaration to the limited extent necessary to comply with the lending requirements of any federally chartered lending institution, as well as any amendments made solely to comply with a change in applicable federal, state or local legislation. Each Owner shall be deemed to appoint the Association as his or her attorney-in-fact to act with respect to any amendments which is solely for the purpose of complying with such lending requirements.

16.6 Reliance on Amendment. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

## **ARTICLE 17            GENERAL PROVISIONS**

---

17.1 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.

17.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

17.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

17.4 Number; Gender; Shall/May. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires. The use of the term "may" in this Declaration indicates discretion or choice, and the use of the term "shall" in this Declaration means imperative, mandatory or imposing an absolute duty.

17.5 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Lot.

17.6 Power of Attorney. To the extent necessary to carry out and enforce the provisions of this Declaration, an irrevocable power of attorney coupled with an interest is granted to the Association by the Owners and each of them.

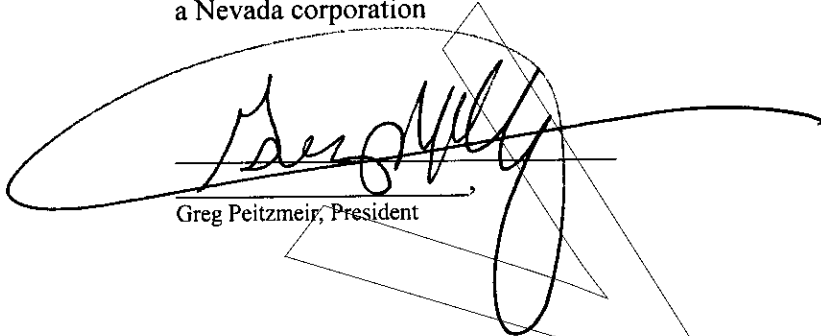
17.7 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Lots and the Common Area, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors and officers, and their respective agents and successors in interest, for a term of fifty (50) years from the date of Recordation of this Declaration. Thereafter the term shall be automatically extended for successive periods of ten years each, unless within the six months prior to the expiration of the initial thirty year term or any ten year extension period a written instrument, approved by at least an Absolute Majority, terminating the effectiveness of this Declaration is Recorded.



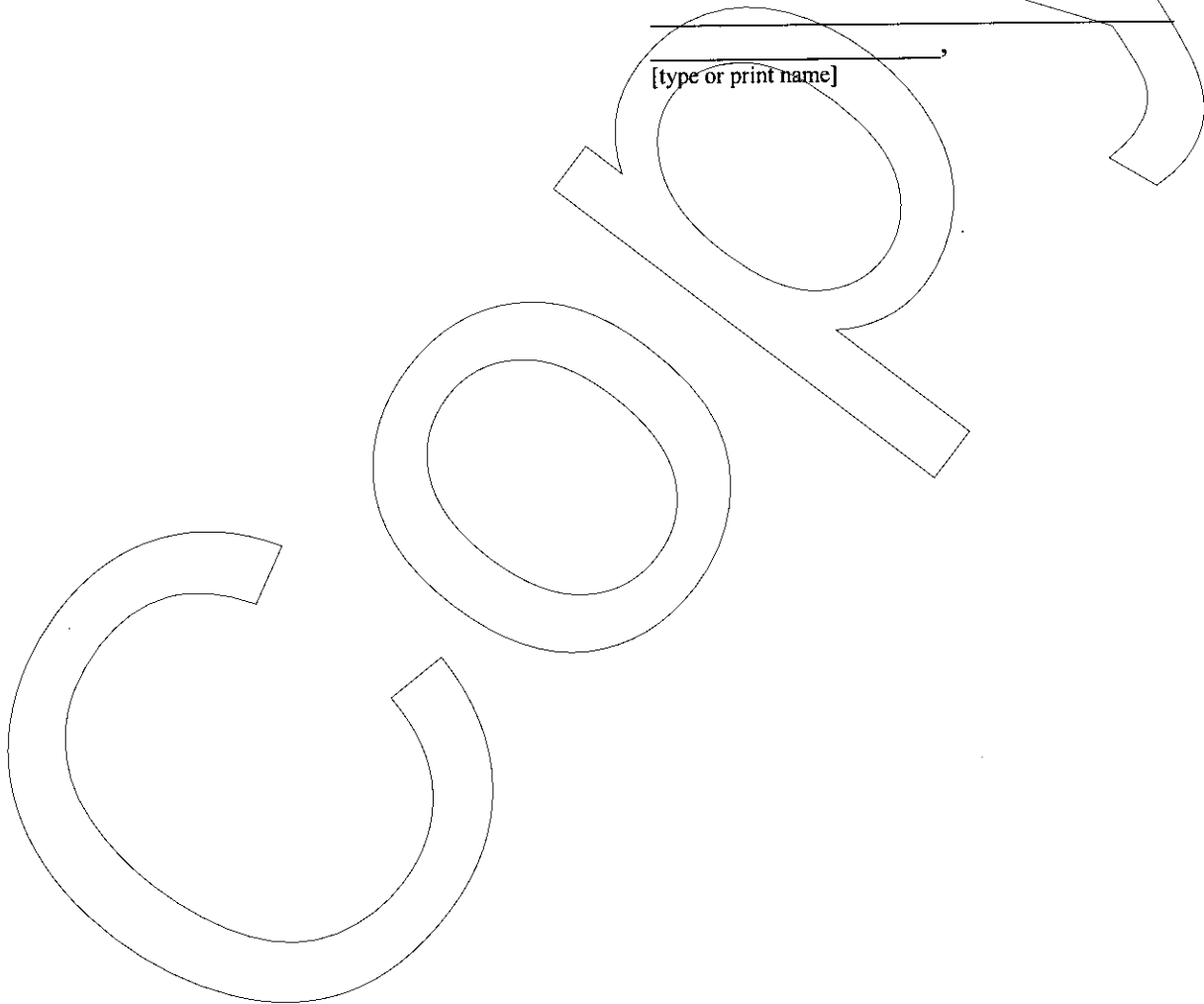
DATED: 9-13, 2004.      **Declarant**

**Lakemont Canyon Pines, LLC,  
a Nevada limited liability company**

By:    Its managing member  
      Lakemont Homes Nevada, Inc.  
      a Nevada corporation

  
\_\_\_\_\_  
Greg Peitzmeir, President

\_\_\_\_\_  
[type or print name]





**Exhibit "A"**  
**The Development**

All of that certain real property located in the City of Reno, Washoe County, Nevada, more particularly described as follows:

Lots 1 through 106, and Parcels A through G and K through R, as shown on that subdivision map entitled "Canyon Pines Phase 1", filed for Record on 9-16, 2003, as File No. 2921901, Official Records of Washoe County.

COPY



EXHIBIT "B"  
LEGAL DESCRIPTION  
LANDSCAPE EASEMENT  
CANYON PINES PHASE 1

Five parcels of land being portions of Lot 1, Lot 13, Lot 17, Lot 18, Lot 19, and Lot 102 of Subdivision Tract Map 4258, File Number 2921901, of the Official Records of Washoe County, Nevada, situated within the Southwest Quarter of Section 1, Township 19 North, Range 18 East, MDM, being more particularly described as follows:

LANDSCAPE EASEMENT #1 (L.E. #1)

Beginning at the Northwest corner of said Lot 1 from which the Southwest corner of said Section 1 bears South  $00^{\circ}40'17''$  West a distance of 790.72 feet;  
thence along the Northerly boundary of said Lot 1 from a tangent which bears North  $86^{\circ}27'25''$  East, along a circular curve to the left with a radius of 400.50 feet and a central angle of  $16^{\circ}47'27''$  an arc length of 117.37 feet;  
thence departing said Northerly boundary from a tangent which bears South  $69^{\circ}39'58''$  West, along a circular curve to the left with a radius of 14.00 feet and a central angle of  $20^{\circ}42'13''$  an arc length of 5.06 feet;  
thence South  $48^{\circ}57'45''$  West a distance of 8.76 feet;  
thence along a tangent circular curve to the right with a radius of 10.00 feet and a central angle of  $23^{\circ}07'16''$  an arc length of 4.04 feet;  
thence along a tangent circular curve to the right with a radius of 405.50 feet and a central angle of  $14^{\circ}22'24''$  an arc length of 101.73 feet to a point on the West boundary of said Lot 1;  
thence along said West boundary with a non-tangent line North  $03^{\circ}32'35''$  West a distance of 5.00 feet to the Point of Beginning.

LANDSCAPE EASEMENT #2 (L.E. #2)

Beginning at the Northwest corner of said Lot 102 from which the Southwest corner of said Section 1 bears South  $13^{\circ}54'38''$  West a distance of 1293.23 feet;  
thence along the Northeasterly boundary of said Lot 102 from a tangent which bears North  $72^{\circ}07'45''$  West, along a circular curve to the right with a radius of 219.50 feet and a central angle of  $27^{\circ}16'13''$  an arc length of 104.47 feet;  
thence along a tangent circular curve to the left with a radius of 29.00 feet and a central angle of  $27^{\circ}12'29''$  an arc length of 13.77 feet;  
thence departing said Northeasterly boundary with a non-tangent line South  $36^{\circ}23'13''$  West a distance of 5.33 feet;  
thence from a tangent which bears South  $76^{\circ}06'03''$  East, along a circular curve to the right with a radius of 24.00 feet and a central angle of  $31^{\circ}14'31''$  an arc length of 13.09 feet;  
thence along a tangent circular curve to the left with a radius of 224.50 feet and a central angle of  $27^{\circ}16'13''$  an arc length of 106.85 feet;  
thence along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of  $02^{\circ}41'47''$  an arc length of 0.94 feet to a point on the Easterly boundary of said Lot 102;  
thence along said Easterly boundary with a non-tangent line North  $07^{\circ}15'37''$  East a distance of 5.11 feet to the Point of Beginning.



#### LANDSCAPE EASEMENT #3 (L.E. #3)

Beginning at the Northeast corner of said Lot 17 from which the Southwest corner of said Section 1 bears South 29°16'46" West a distance of 1368.43 feet;  
thence along the Easterly boundary of said Lot 17 from a tangent which bears South 17°46'38" East, along a circular curve to the left with a radius of 284.81 feet and a central angle of 12°48'46" an arc length of 63.69 feet to the Northeast corner of said Lot 18;  
thence along the boundary of said Lot 18 along a tangent circular curve to the left with a radius of 284.81 feet and a central angle of 06°19'55" an arc length of 31.48 feet;  
thence along a tangent circular curve to the left with a radius of 324.50 feet and a central angle of 06°08'03" an arc length of 34.74 feet;  
thence South 43°03'23" East a distance of 17.88 feet;  
thence along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of 90°00'00" an arc length of 31.42 feet;  
thence South 46°56'37" West a distance of 72.60 feet;  
thence along a tangent circular curve to the right with a radius of 356.50 feet and a central angle of 04°42'25" an arc length of 29.29 feet;  
thence along a tangent circular curve to the right with a radius of 25.00 feet and a central angle of 44°00'35" an arc length of 19.20 feet;  
thence departing said boundary with a non-tangent line North 10°29'22" West a distance of 5.26 feet;  
thence from a tangent which bears South 80°08'37" East, along a circular curve to the left with a radius of 20.00 feet and a central angle of 48°12'20" an arc length of 16.83 feet;  
thence along a tangent circular curve to the left with a radius of 351.50 feet and a central angle of 04°42'25" an arc length of 28.88 feet;  
thence North 46°56'37" East a distance of 72.60 feet;  
thence along a tangent circular curve to the left with a radius of 15.00 feet and a central angle of 90°00'00" an arc length of 23.56 feet;  
thence North 43°03'23" West a distance of 17.88 feet;  
thence along a tangent circular curve to the right with a radius of 329.50 feet and a central angle of 06°08'03" an arc length of 35.28 feet;  
thence along a tangent circular curve to the right with a radius of 289.81 feet and a central angle of 05°56'15" an arc length of 30.03 feet to a point on the Northwest boundary of said Lot 18;  
thence departing said Northwest boundary along a tangent circular curve to the right with a radius of 289.81 feet and a central angle of 13°22'49" an arc length of 67.68 feet to a point on the Northerly boundary of said Lot 17;  
thence along said Northerly boundary with a non-tangent line North 82°08'57" East a distance of 5.07 feet to the Point of Beginning.

#### LANDSCAPE EASEMENT #4 (L.E. #4)

Beginning at the Southeast corner of said Lot 19 from which the Southwest corner of said Section 1 bears South 37°15'26" West a distance of 1471.34 feet;  
thence along the Southeasterly boundary of said Lot 19 South 49°18'56" West a distance of 94.95 feet;  
thence South 46°57'12" West a distance of 10.08 feet;  
thence from a tangent which bears South 46°56'37" West, along a circular curve to the right with a radius of 20.00 feet and a central angle of 23°12'53" an arc length of 8.10 feet;  
thence departing said Southeasterly boundary with a non-tangent line North 31°52'41" West a distance of 5.15 feet;



thence from a tangent which bears North  $74^{\circ}15'56''$  East, along a circular curve to the left with a radius of 15.00 feet and a central angle of  $27^{\circ}19'19''$  an arc length of 7.15 feet;  
thence North  $46^{\circ}56'37''$  East a distance of 10.14 feet;  
thence North  $49^{\circ}18'56''$  East a distance of 94.89 feet to a point on the Easterly boundary of said Lot 19;  
thence along said Easterly boundary South  $43^{\circ}03'23''$  East a distance of 5.00 feet to the Point of Beginning.

#### LANDSCAPE EASEMENT #5 (L.E. #5)

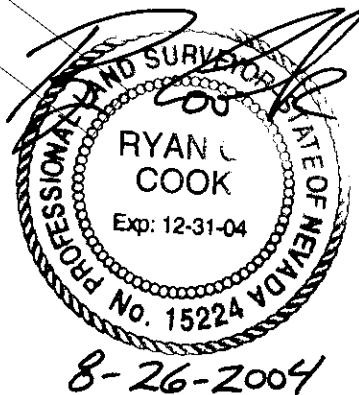
Beginning at the Northeasterly corner of said Lot 13 from which the Southwest corner of said Section 1 bears South  $38^{\circ}9'00''$  West a distance of 1396.66 feet;  
thence along the Northwesterly boundary of said Lot 13 South  $44^{\circ}34'16''$  West a distance of 24.81 feet;  
thence South  $46^{\circ}56'37''$  West a distance of 20.35 feet;  
thence departing said Northwesterly boundary from a tangent which bears North  $46^{\circ}56'37''$  East, along a circular curve to the right with a radius of 14.00 feet and a central angle of  $26^{\circ}07'29''$  an arc length of 6.38 feet;  
thence North  $73^{\circ}04'06''$  East a distance of 6.71 feet;  
thence along a tangent circular curve to the left with a radius of 6.00 feet and a central angle of  $26^{\circ}07'29''$  an arc length of 2.74 feet;  
thence North  $46^{\circ}56'37''$  East a distance of 5.61 feet;  
thence North  $44^{\circ}34'18''$  East a distance of 24.92 feet to a point on the Northeasterly boundary of said Lot 13;  
thence along said Northeasterly boundary North  $45^{\circ}25'42''$  West a distance of 5.00 feet to the Point of Beginning.

Said parcels contain an area of approximately 3,375 square feet.

BASIS OF BEARINGS: Nevada State Plane Coordinate System (NAD 83/94, Nevada West Zone).

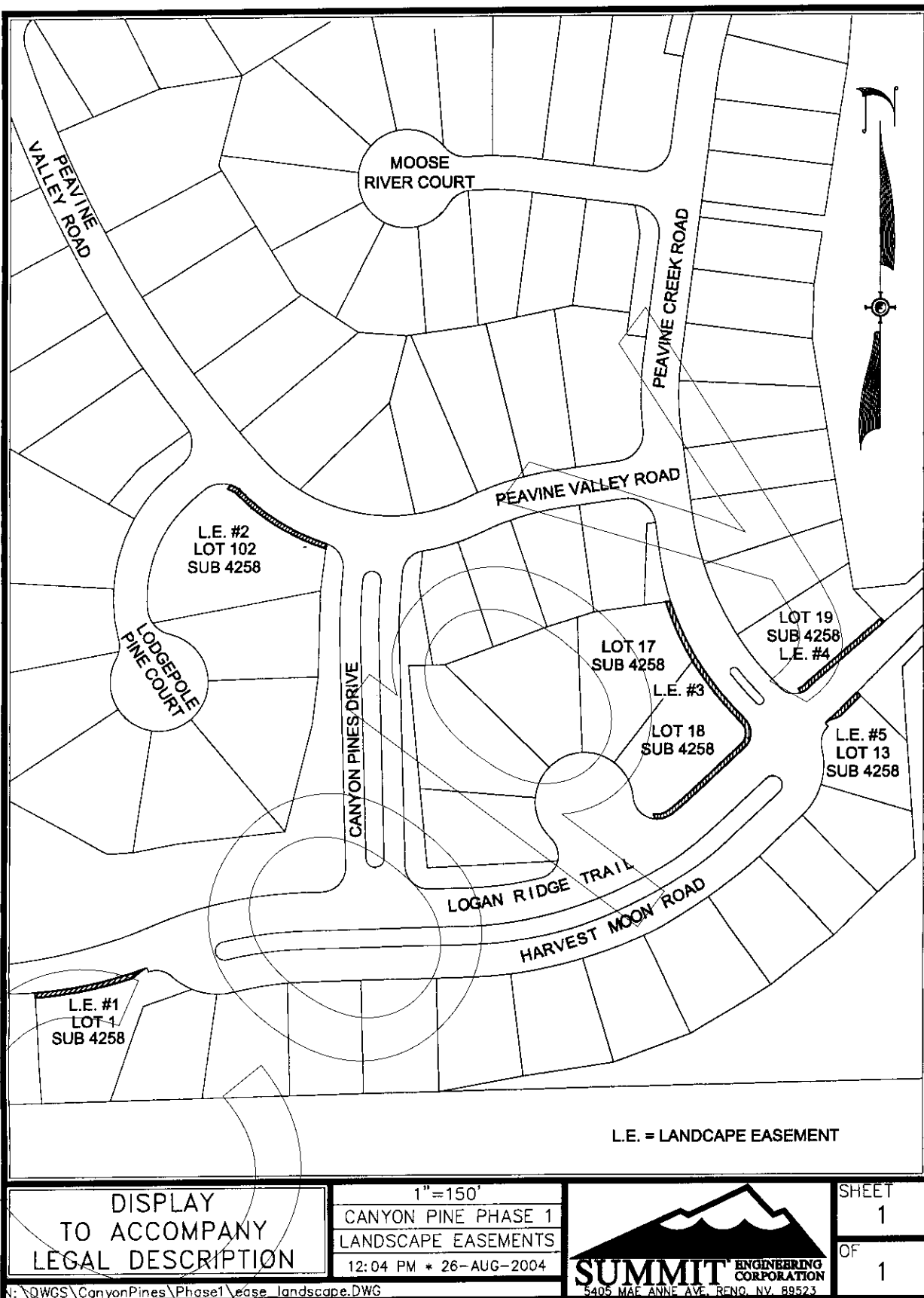
Descriptions prepared by:  
Ryan G. Cook, PLS 15224  
Summit Engineering Corp.  
5405 Mae Anne Ave.  
Reno, NV 89523

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3097720  
09/14/2004  
50 of 50



DISPLAY  
TO ACCOMPANY  
LEGAL DESCRIPTION

1"=150'

CANYON PINE PHASE 1  
LANDSCAPE EASEMENTS

12:04 PM \* 26-AUG-2004

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BK1  
Requested By  
FIRST AMERICAN TITLE  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 5 RPTT 0.00

APN: 232-691-01 thru 43; 232-692-01 thru 04;  
APN: 232-693-01 thru 11; 232-701-02 thru 11;  
APN: 232-702-01 thru 32; 232-703-01 thru 08



**RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:**

**Lakemont Homes Nevada Inc.**  
**c/o Inman • Thomas, LLP**  
Bruce R. Inman, Esq.  
2390 Professional Drive  
Roseville, CA 95661

**DECLARATION OF ANNEXATION  
FOR  
CANYON PINES, PHASE 2**

This Declaration of Annexation for Canyon Pines, Phase 2 ("Declaration of Annexation") is made by Lakemont Canyon Pines, LLC, a Nevada limited liability company ("Declarant"), in reference to the following facts:

**RECITALS**

A. Declarant is the record owner of that certain real property located in the City of Reno, Washoe County Nevada, more particularly described in attached Exhibit "A" (the "Annexed Property"). The map described in Exhibit "A" shall be referred to as the "Subdivision Map" for the Annexed Property.

B. Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Canyon Pines on September 14, 2004, in the Official Records of Washoe County, Nevada, as Document No. 3097720 (the "Declaration"). The Declaration encumbers certain real property by creating a planned development project (the "Development").

C. Section 14.1 of the Declaration provides for the unilateral annexation by the Declarant of additional property to the Declaration by the Recordation of a Declaration of Annexation which describes the land to be annexed. Declarant desires to add the Annexed Property to the Development and thereby subject the Annexed Property to the Declaration and this Declaration of Annexation.

NOW, THEREFORE, Declarant declares as follows:

1. Annexation.



1.01. Annexation of the Annexed Property. Declarant, as the owner of the Annexed Property, declares that the Annexed Property is hereby annexed to and made a part of the Development. The Annexed Property, and each part thereof, shall be held, sold, leased, transferred, occupied and conveyed subject to the terms, provisions, covenants, conditions, restrictions, easements and equitable servitudes of the Declaration and this Declaration of Annexation.

1.02. Assessment Obligation. The obligation for Regular and Special Assessments shall commence with respect to all Lots within the Annexed Property on the first day of the first month following the month in which the first Lot within the Annexed Property is conveyed to a person other than Declarant.

1.03. Equitable Servitudes. The covenants, conditions and restrictions of this Declaration of Annexation and the Declaration are imposed as equitable servitudes upon the Annexed Property, and each Lot and Common Area located therein, as a servient tenement for the benefit of each and every other Lot or Common Area located in the property subject to the Declaration, as the dominant tenement.

1.04. Covenants Appurtenant. The covenants, conditions and restrictions of the Declaration shall run with, and shall inure to the benefit of, and shall be binding upon all of the Annexed Property, and shall be binding upon and inure to the benefit of all persons (and such persons' heirs, personal representatives, successors and assigns) having, or hereafter acquiring, any right, title or interest in all or any portion of the Annexed Property.

1.05. Membership in the Association. Upon the commencement of Regular Assessments against Lots in the Annexed Property, as provided in Section 1.02, above, each Owner of a Lot within the Annexed Property shall automatically be a Member of the Association, with a separate membership being appurtenant to each Lot owned.

1.06. Voting Rights. The voting rights of the Owners of Lots located in the Annexed Property shall be as set forth in the Declaration and in the Bylaws. Voting rights shall commence with respect to each Lot within the Annexed Property upon commencement of the payment of Regular Assessments for such Lot.

1.07. Common Area. Parcels A, B, C, and D are Common Area, which shall be owned and maintained by the Association. The real property located within the roadway parcels, referenced as Basin River Court, Granite Basin Court, Great Basin Road, Peavine Creek Road, Peavine Trail Court, Peavine Shadow Court, and Peavine Valley Road are Common Area and shall be owned and maintained by the Association until such time, if ever, that the City accepts the offers of dedication for such property.



2. Reservation of Easements.

2.01. Easements in Declaration. Declarant hereby reserves easements over the Annexed Property, as appropriate, for the purposes set forth in Article 15 of the Declaration.

2.02. Other Easements. Each Lot and Common Area within the Annexed Property and its Owner is hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Annexed Property as shown on the Subdivision Map and the described in the Declaration.

3. Additional Restriction. The design of the open fencing installed by Declarant on Lots 125, 126, 130 through 139, 146 through 152, 175 through 177, and 196 through 199 shall not be altered. The Owners of such Lots are restricted from constructing solid view fencing or structures on, or altering the 2:1 and/or 3:1 re-vegetated up-slopes contained within, these Lots, and shall maintain the up-slope irrigation line installed within the Lot by Declarant. The Owners of Lots 107 through 126, 130 through 139, 146 through 166, 175 through 177, and 196 through 199 shall maintain the open view fencing in good condition and shall not alter the design of any fence installed by Declarant.

4. Incorporation by Reference. The provisions of the Declaration are incorporated herein by this reference and are expressly declared to be applicable to the Annexed Property and to each Owner of a Lot and Common Area therein, as if the Annexed Property was originally encumbered by the Declaration. Except as otherwise provided herein, all capitalized terms used in this Declaration of Annexation shall have the same meanings as set forth in the Declaration.

5. Effective Date. After Recordation, this Declaration of Annexation shall be effective upon the conveyance of the first Lot within the Annexed Property.

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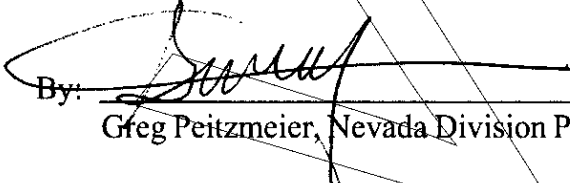
3333731  
01/09/2006  
4 of 5

IN WITNESS WHEREOF, the undersigned, Declarant, has executed this Declaration of Annexation on Jan 9, 2006

"Declarant"

**LAKEMONT CANYON PINES, LLC**, a  
Nevada limited liability company

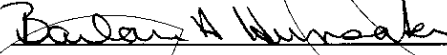
By: **LAKEMONT HOMES NEVADA, INC** a  
Nevada corporation,  
Its Manager

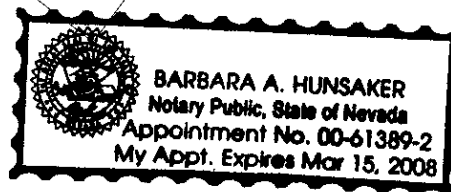
By:   
Greg Peitzmeier, Nevada Division President

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF WASHOE    )

On Jan 9, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Greg Peitzmeier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

  
Notary Public



Printed name: Barbara A Hunsaker

My principal place of business is Washoe, County, State of Nevada.

My commission No. is 00-61389-2 and expires 3/15/08.



**Exhibit "A"**  
**The Annexed Property**

All of that certain real property located in the City of Reno, Washoe County, Nevada, more particularly described as follows:

Lots 107 through 207, inclusive, and Parcels A, B, C, and D, and the real property located within the boundaries of the roadway parcels, referenced as Basin River Court, Granite Basin Court, Great Basin Road, Peavine Creek Road, Peavine Trail Court, Peavine Shadow Court, and Peavine Valley Road as shown on the Subdivision Map entitled "Canyon Pines Phase 2" filed for record as Subdivision Tract Map 4488, on May 31, 2005, as File No.3221750 in the Official Records of Washoe County, Nevada.

COPY

APN: ~~232-731-01 thru 17~~, ~~232-732-01 thru 38~~,  
APN: ~~232-733-01 thru 11~~, ~~232-741-01 thru 13~~,  
APN: ~~232-742-01 thru 08~~, ~~232-743-01 thru 07~~,  
~~232-744-01 thru 06~~

**RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:**

Lakemont Homes Nevada, Inc.  
c/o Inman • Thomas, LLP  
Bruce R. Inman, Esq.  
1528 Eureka Road, Suite 101  
Roseville, CA 95661

**DECLARATION OF ANNEXATION  
FOR  
CANYON PINES, PHASE 3**

This Declaration of Annexation for Canyon Pines, Phase 3 ("Declaration of Annexation") is made by Lakemont Canyon Pines, LLC, a Nevada limited liability company ("Declarant"), in reference to the following facts:

**RECITALS**

A. Declarant is the record owner of that certain real property located in the City of Reno, Washoe County Nevada, more particularly described in attached Exhibit "A" (the "Annexed Property"). The map described in Exhibit "A" shall be referred to as the "Subdivision Map" for the Annexed Property.

B. Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Canyon Pines on September 14, 2004, in the Official Records of Washoe County, Nevada, as Document No. 3097720 (the "Declaration"). The Declaration encumbers certain real property by creating a planned development project (the "Development").

C. Section 14.1 of the Declaration provides for the unilateral annexation by the Declarant of additional property to the Declaration by the Recordation of a Declaration of Annexation which describes the land to be annexed. Declarant desires to add the Annexed Property to the Development and thereby subject the Annexed Property to the Declaration and this Declaration of Annexation.

NOW, THEREFORE, Declarant declares as follows:

1. Annexation.



1.01. Annexation of the Annexed Property. Declarant, as the owner of the Annexed Property, declares that the Annexed Property is hereby annexed to and made a part of the Development. The Annexed Property, and each part thereof, shall be held, sold, leased, transferred, occupied and conveyed subject to the terms, provisions, covenants, conditions, restrictions, easements and equitable servitudes of the Declaration and this Declaration of Annexation.

1.02. Assessment Obligation. For the purposes of determining when Regular Assessments shall commence with respect to the Annexed Property, the Lots within the Annexed Property shall be allocated into one of nine Phases, which, for reference purposes only, shall be referred to as Phase 1 through Phase 9. Pursuant to Section 6.5(d) of the Declaration, Regular Assessments shall commence with respect to each Phase on the first day of the first month following the Close of Escrow of the conveyance of the first Lot within the Phase. The Lots within each Phase are as follows:

- Phase 1: Lots 208 through 211 and Lots 296 through 301.
- Phase 2: Lots 263 through 272.
- Phase 3: Lots 256 through 262, and Lots 273 through 275.
- Phase 4: Lots 286 through 295.
- Phase 5: Lots 212 through 221.
- Phase 6: Lots 276 through 285.
- Phase 7: Lots 246 through 255.
- Phase 8: Lots 233 through 245.
- Phase 9: Lots 222 through 232.

1.03. Equitable Servitudes. The covenants, conditions and restrictions of this Declaration of Annexation and the Declaration are imposed as equitable servitudes upon the Annexed Property, and each Lot and Common Area located therein, as a servient tenement for the benefit of each and every other Lot or Common Area located in the property subject to the Declaration, as the dominant tenement.

1.04. Covenants Appurtenant. The covenants, conditions and restrictions of the Declaration shall run with, and shall inure to the benefit of, and shall be binding upon all of the Annexed Property, and shall be binding upon and inure to the benefit of all persons (and such persons' heirs, personal representatives, successors and assigns) having, or hereafter acquiring, any right, title or interest in all or any portion of the Annexed Property.

1.05. Membership in the Association. Upon the commencement of Regular Assessments against Lots in the Annexed Property, as provided in Section 1.02, above, each Owner of a Lot within the Annexed Property shall automatically be a Member of the Association, with a separate membership being appurtenant to each Lot owned.

1.06. Voting Rights. The voting rights of the Owners of Lots located in the Annexed Property shall be as set forth in the Declaration and in the Bylaws. Voting rights shall commence with respect to each Lot within the Annexed Property upon commencement of the payment of Regular Assessments for such Lot.

1.07. Common Area. Parcels B, C, D, E, F, and G are Common Area, which shall be owned and maintained by the Association. The real property located within the roadway parcels, referenced as Antelope Trail Court, Peavine Creek Road, Peavine Peak Court, Peavine Pines Court, Peavine Valley Road and Plum Tree Court are Common Area and shall be owned and maintained by the Association until such time, if ever, that the City accepts the offers of dedication for such property.

2. Reservation of Easements.

2.01. Easements in Declaration. Declarant hereby reserves easements over the Annexed Property, as appropriate, for the purposes set forth in Article 15 of the Declaration.

2.02. Other Easements. Each Lot and Common Area within the Annexed Property and its Owner is hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Annexed Property as shown on the Subdivision Map and the described in the Declaration.

3. Additional Restriction. The design of the open fencing installed by Declarant on Lots 224 through 262 shall be maintained in good condition and shall not be altered without the prior written consent of the City. The Owners of such Lots are restricted from constructing solid view fencing or structures on, or altering the re-vegetated up-slopes contained within, these Lots, and shall maintain the up-slope irrigation line installed within the Lot by Declarant.

3. Incorporation by Reference. The provisions of the Declaration are incorporated herein by this reference and are expressly declared to be applicable to the Annexed Property and to each Owner of a Lot and Common Area therein, as if the Annexed Property was originally encumbered by the Declaration. Except as otherwise provided herein, all capitalized terms used in this Declaration of Annexation shall have the same meanings as set forth in the Declaration.

4. Effective Date. After Recordation, this Declaration of Annexation shall be effective upon the conveyance of the first Lot within the Annexed Property.

IN WITNESS WHEREOF, the undersigned, Declarant, has executed this Declaration of Annexation on 6/13/, 2008.

"Declarant"

**LAKEMONT CANYON PINES, LLC, a**  
Nevada limited liability company

By: **LAKEMONT HOMES NEVADA, INC a**  
Nevada corporation,; Its Manager

By: 

Greg Peitzmeier, Nevada Division President

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

On June 13, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Greg Peitzmeier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

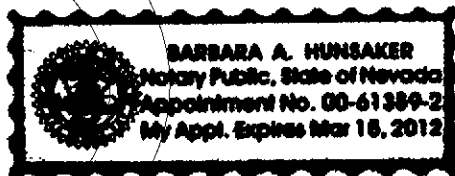
WITNESS my hand and official seal.

  
Notary Public

Printed name: Barbara A. Hunsaker

My principal place of business is Washoe County, State of Nevada.

My commission No. is 00-61389-2 and expires 3/15/12.



**Exhibit "A"**  
**The Annexed Property**

All of that certain real property located in the City of Reno, Washoe County, Nevada, more particularly described as follows:

Lots 208 through 301, inclusive, and Parcels B, C, D, E, F, and G and the real property located within the boundaries of the roadway parcels, referenced as Antelope Trail Court, Peavine Creek Road, Peavine Peak Court, Peavine Pines Court, Peavine Valley Road and Plum Tree Court as shown on the Subdivision Map entitled "Canyon Pines Phase 3" filed for record as Subdivision Tract Map 4628, on March 31, 2006, as File No. 3368948 in the Official Records of Washoe County, Nevada.

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