

1 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

2
3 This declaration is made as of this 3rd day of November
4 1977, by RICHARD M. DOUD and SHIRLEY A. DOUD, in their individual
5 capacities and as trustees for the Employees Pension and Profit
6 Sharing Trust of Construction Management Company, Inc. herein
7 called "declarant".
8

9 W I T N E S S E T H

10 WHEREAS, Declarant is the owner of certain real property in
11 the County of Douglas, State of Nevada, consisting of seventeen
12 (17) lots and eight (8) parcels more particularly described
13 respectively on Exhibits A through I inclusive, same being attached
14 hereto and incorporated herein by reference.

15 NOW THEREFORE, Declarant hereby declares that all of the
16 property described above shall be held, sold and conveyed subject
17 to the following easements, restrictions, covenants and conditions
18 which are for the purpose of protecting the value and desirability
19 of, and which shall run with, the real property and be binding on
20 all parties having any right, title or interest in the described
21 property or any part thereof, their heirs, successors and assigns,
22 and shall inure to the benefit of each owner thereof.
23

24 ARTICLE I

25 DEFINITIONS

26 SECTION 1: "Association" shall mean and refer to the Hidden
27 Woods Homeowners Association, its successors and assigns.

28 SECTION 2: "Owner" shall mean and refer to the record
29 owner, whether one or more persons or entities, of a fee simple
30 title to any lot or parcel which is part of the property including
31 contract sellers, but excluding those having such interest merely
32 as security for the performance of an obligation.

1 SECTION 3: "Property" shall mean and refer to that certain
2 real property hereinabove described and such additions thereto as
3 may hereafter be brought within the jurisdiction of the associa-
4 tion.

5 SECTION 4: "Declarant" shall mean and refer to RICHARD M.
6 DOUD and SHIRLEY A. DOUD, in their individual capacities, and as
7 trustees of the Employee Pension and Profit Sharing Trust of
8 Construction Management Company, Inc., and the successors and
9 assigns of same if such successors or assigns shall acquire more
10 than one undeveloped lot from the Declarant for the purpose of
11 development.

12
13 ARTICLE II

14 MEMBERSHIP AND VOTING RIGHTS

15 SECTION 1: Every Owner of a lot or parcel which is subject
16 to assessment shall be a member of the Association. Membership
17 shall be appurtenant to and shall not be separate from ownership
18 of any lot or parcel which is subject to assessments.

19 SECTION 2: The Association shall have two (2) classes of
20 voting membership, Class A and Class B. Class A members shall be
21 all owners with the exception of the declarant and shall be
22 entitled to one vote for each lot owned. When more than one
23 person holds an interest in any lot, all such persons shall be
24 members. The vote for such lot shall be exercised as they among
25 themselves determine, but in no event shall more than one vote be
26 cast with respect to any lot. Class B member(s) shall be the
27 Declarant and shall be entitled to three (3) votes for each lot
28 owned. The Class B membership shall cease and be converted to
29 Class A membership on the happening of either of the following
30 events, whichever occurs earlier:

31 (a) When the total votes outstanding in the Class A member-
32 ship equal the total votes outstanding in the Class B membership, or

1 (b) June 1, 1979.

2
3 ARTICLE III

4 COVENANT FOR MAINTENANCE ASSESSMENT

5 SECTION 1: Creation of the lien and personal obligation of
6 assessments. The Declarant for each lot or parcel owned within
7 the properties hereby covenants, and each Owner of any lot or parcel
8 by acceptance of a deed therefore, whether or not it shall be so
9 expressed in such deed, is deemed to covenant and agree to pay to
10 the Association (1) annual assessment or charges and (2) special
11 assessments for capital improvements, such assessments to be
12 established and collected as hereinafter provided. The annual and
13 special assessments, together with interest, costs and reasonable
14 attorney's fees, shall be a charge on the land and shall be a con-
15 tinuing lien upon the property against which each such assessment
16 is made. Each such assessment, together with interest, costs and
17 reasonable attorney's fees shall also be the personal obligation
18 of the person who was the owner of such property at the time when
19 the assessment fell due. The personal obligation for delinquent
20 assessment shall not pass to his successors in title unless ex-
21 pressly assumed by them.

22 SECTION 2: Purpose of assessments. The assessments levied
23 by the Association shall be used exclusively to promote the
24 recreation, health, safety and welfare of the residents in the
25 property.

26 SECTION 3: Operating funds. The Association shall maintain
27 an operation fund into which the Board of Directors shall deposit
28 all funds paid to the Association as maintenance and operation
29 assessments and special assessments. Said fund shall be held in
30 trust by the Association for the use and benefit of its individual
31 members and shall only be used for and applied to the common
32 specific purposes of the members as it is herein set forth:

1 (a) Initial Board of Directors. The initial Board of
2 Directors of the Association shall consist of five (5) directors
3 and shall be elected by the Declarant upon the incorporation of
4 the Association. Each director shall hold office until six (6)
5 months after the transfer and conveyance by Declarant of the
6 first parcel to a purchaser or until 51% of the parcels in the
7 property have been sold and conveyed to purchasers whichever
8 occurs first, at which time a special meeting of the members
9 shall be held for the purpose of electing a new Board. At said
10 special meeting a Board of five (5) directors shall be elected to
11 serve until the first annual meeting of the Association or until
12 such later time as their successors may be elected.

13 (b) Board of Directors. At each annual meeting, subsequent
14 to the special meeting referenced in Subparagraph (a) above, the
15 membership shall elect a number of directors whose terms have
16 expired. At the first regular annual meeting, three (3) directors
17 shall initially serve for two-year terms and two (2) shall serve
18 for one-year terms. Thereafter as such initial terms expire,
19 directors shall be elected to serve two-year terms. Thus, three
20 directorships shall be filled every other year and two director-
21 ships shall be filled on the alternating years. If at any election
22 of the Board, the Class A members of the Association as herein
23 defined do not have a sufficient percentage of the voting power
24 of the Association to elect at least one Board member through the
25 accumulating of all of their votes, one Board member shall be
26 elected solely by the votes of Class A members. The Board shall
27 be responsible to undertake all duties and responsibilities of
28 the Association and the management and conduct of the affairs
29 thereof except as expressly reserved herein to the vote of the
30 membership.

31 SECTION 4: Duties of the Association. The Association shall
32 have the obligations and duties subject to and in accordance with

1 this Declaration of Restrictions to do and perform the following
2 acts for the benefit of its members and for the maintenance and
3 improvement of the property:

4 (a) Members. The Association shall accept all owners as
5 members.

6 (b) Annual membership meeting. The Association shall hold
7 an annual meeting of the members during the month of June of each
8 and every year as provided by and in accordance with the By-Laws
9 of the Association.

10 (c) Rule making. The Association shall have the duty to
11 make, establish, promulgate, amend and repeal the rules as provided
12 in Section 4(f).

13 (d) Design review committee. Subject to the provisions of
14 Section 2 of Article IV, the Board shall have the duty to appoint
15 and remove members of the design review committee and to insure
16 that at all reasonable times, there is available a duly constituted
17 and appointed design review committee.

18 (e) Enforcement of restrictions and rules. The Association
19 shall have the duty to take such other action whether or not
20 expressly authorized by the restrictions, including the hiring of
21 legal counsel and undertaking legal action that may be reasonably
22 necessary to enforce the covenants, conditions and restrictions
23 contained herein, the rules and the design review committee
24 rules.

25 (f) Powers and authority of the Association. The Association
26 shall have all of the powers of a non-profit corporation organized
27 under the laws of the State of Nevada and operating for the
28 benefit of its members subject only to such limitations upon the
29 exercise of such powers as are expressly set forth in the Articles,
30 By-Laws and these restrictions. It shall have the power to do
31 any and all lawful things which may be authorized, required or
32 permitted to be done under and by virtue of said restrictions,

1 and to do and perform any and all acts which are necessary or
2 proper for or incidental to the exercise of any of the express
3 powers of the association for the peace, health, comfort, safety
4 or general welfare of the owners. All costs incurred by the
5 Declarant in bringing about the incorporation of the Association
6 as a non-profit entity shall be reimbursed to Declarant by the
7 Association.

8
9 ARTICLE IV

10 DESIGN REVIEW COMMITTEE

11 SECTION 1: Organization: There shall be a Design Review
12 Committee consisting of three (3) persons. There shall also be
13 two alternate members either of whom may be designated by the
14 Committee to act as substitute on the Committee in the event of
15 absence or disability of any member.

16 SECTION 2: Designation of Members and Terms of Office.

17 (a) Initial Members. The initial members of the Design
18 Review Committee shall be appointed by Declarant. The Declarant
19 shall designate said members prior to the conveyance of the first
20 Private Lot to a Purchaser. Such designation shall be reflected
21 in the Minutes of the Association. Declarant shall designate one
22 member to serve a term of one (1) year; one member to serve a
23 term of two (2) years and one member to serve a term of three (3)
24 years from the date of appointment. The two alternate members
25 shall serve a term of three (3) years. Each of said members
26 shall serve the length of said terms unless they have resigned or
27 have been removed from office. Upon the expiration of the term
28 of the member serving initially for one year, the Association
29 shall have the right to appoint a replacement member, and from
30 then on the Declarant shall only have the right to appoint a
31 majority of the members of the Committee subject to Paragraph (b)
32 below. Thereafter, the terms of all Design Review Committee

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1 members appointed shall be three (3) years. Any new member
2 appointed to replace a member who has resigned or has been removed
3 shall serve such member's unexpired term.

4 (b) Appointment and removal. Until the later to occur of
5 (1) five years from the date hereof, or (2) members other than
6 Declarant own ninety percent (90%) or more of the Private Lots
7 and other property subject to this Declaration, the right to
8 appoint and remove a majority of members and alternate members of
9 the Design Review Committee shall be, and is hereby, vested
10 solely in Declarant unless prior to such time Declarant waives
11 its rights hereunder by notice in writing to the Association.
12 When Declarant waives or no longer has the right to appoint and
13 remove the members of the Committee, said right shall be vested
14 in the Association and at least two (2) members shall be Owners.
15 Exercise of the right of appointment and removal as set forth
16 herein, shall be evidenced by the specification in the Minutes of
17 the Association of each new Committee member or alternate member
18 appointed and each member or alternate replaced or removed from
19 the Design Review Committee.

20 (c) Resignations. Any member or alternate member of the
21 Design Review Committee may at any time resign from the Committee
22 upon written notice delivered to Declarant or to the Board,
23 whichever then has the right to appoint members.

24 (d) Vacancies. Vacancies on the Design Review Committee,
25 however caused, shall be filled by the Declarant or the Associa-
26 tion, whichever then has the right to appoint members.

27 SECTION 3: Duties. It shall be the duty of the Design
28 Review Committee to consider and act upon such proposals or plans
29 submitted to it pursuant to the terms hereof, to adopt Architectural
30 Committee Rules, to perform other duties delegated to it by the
31 Association, and to carry out all other duties imposed upon it by
32 these restrictions.

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1 SECTION 4: Meetings. The Design Review Committee shall
2 meet from time to time as necessary to properly perform its
3 duties hereunder. The vote or written consent of any two (2)
4 members shall constitute an act by the Committee unless the
5 unanimous decision of its members is otherwise required by these
6 Restrictions. The Committee shall keep and maintain a record of
7 all actions taken by it at such meeting or otherwise. During the
8 period that Declarant has the right to appoint and remove Members
9 under Section 2(b) above, the Committee may charge a filing fee
10 to be used to pay an architect who may or may not be a member of
11 the Committee to review the submitted Plans and Specifications.
12 After the period described in Section 2(b) the Design Review
13 Committee may reimburse members for reasonable expenses incurred
14 by them in the performance of any Design Review Committee function.

15 SECTION 5: Application for preliminary approval. Any Owner
16 proposing to perform any work that requires the prior approval of
17 the Design Review Committee may apply to the Committee for pre-
18 liminary approval by submission of preliminary drawings of the
19 proposed improvements in accordance with the Design Review
20 Committee Rules. The purpose of the preliminary approval pro-
21 cedure is to allow an Owner proposing to make substantial improve-
22 ments an opportunity to obtain guidance concerning design consi-
23 derations before expending substantial sums for plans and other
24 exhibits required to apply for final approval. Applications for
25 preliminary approval shall be considered and disposed of as
26 follows:

27 (a) Within forty-five (45) days after proper application
28 for preliminary approval, the Design Review Committee shall
29 consider and act upon such request. The Design Review Committee
30 shall grant the approval only if the proposed improvement, to the
31 extent its nature and characteristics are shown by the application,
32 would be entitled to a final approval on the basis of a full and

1 complete application. Failure of the Design Review Committee to
2 act within said forty-five (45) day period shall constitute an
3 approval. In granting or denying approval, the Design Review
4 Committee may give the applicant such directions concerning the
5 form and substance of the final application for approval as it
6 may deem proper or desirable for the guidance of the applicant.

7 (b) Any preliminary approval granted by the Design Review
8 Committee shall be effective for a period of 120 days from the
9 date of the issuance thereof. During said period, an application
10 for final approval of plans for proposed improvements in accordance
11 with the provisions of the preliminary approval, and is otherwise
12 acceptable under the terms of these Restrictions, shall be approved
13 by the Design Review Committee.

14 (c) In no event shall any preliminary approval be deemed to
15 be an approval authorizing construction of the subject improve-
16 ments.

17 SECTION 6: Application for final approval. Whether or not
18 preliminary approval was applied for or granted, any Owner,
19 except the Declarant and its designated agents, proposing to
20 perform any work that requires the prior approval of the Design
21 Review Committee shall apply to such Committee for approval by
22 notifying the Design Review Committee of the nature of the proposed
23 work with such information as the Committee may require, including
24 but not limited to: (1) a plot plan of the Lot showing the location
25 of all existing and proposed improvements; (2) floor plans; (3)
26 elevation drawings; (4) a description of exterior materials and
27 colors and (5) the Owner's proposed construction schedule. If
28 deemed necessary by the Design Review Committee, the plot plan,
29 floor plan and elevation drawings shall be prepared by an architect
30 and shall be submitted in a form reasonably satisfactory to the
31 Design Review Committee. The Design Review Committee may require
32 that the application for approval in connection with any improvement

1 to be constructed be accompanied by an inspection and review fee.
2 No building permit shall be obtained by an Owner without obtaining
3 the prior final approval of the Design Review Committee as
4 described herein.

5 SECTION 7: Basis for approval of improvements. The Design
6 Review Committee shall grant the requested approval only if,

7 (a) The owner shall have strictly complied with the pro-
8 visions of Section 6; and

9 (b) The Design Review Committee finds that the plans and
10 specifications conform to these Restrictions, and to the Design
11 Review Committee Rules in effect at the time such plans were
12 submitted to such Committee; and

13 (c) Two of the three members of the Design Review Committee
14 in their sole discretion determine that the proposed improvements
15 would be compatible with the other property subject to these
16 Restrictions as to quality of workmanship and materials, as to
17 harmony of external design with existing structures, and as to
18 location with respect to topography and finished grade elevations.

19 SECTION 8: Form of approval. All approvals given under
20 Paragraph 7 shall be in writing; provided, however, that any
21 request for approval which has not been rejected within forty-
22 five (45) days from the date of submission thereof to the Design
23 Review Committee shall be deemed approved. The approval may be
24 conditioned upon the deposit by the Owner of a performance bond,
25 cash deposit or other undertaking to assure completion of the
26 approved improvement in accordance with the terms of the approval
27 once construction thereof is commenced.

28 SECTION 9: Proceeding with work. Upon receipt of approval
29 from the Design Review Committee pursuant to Section 8 above, the
30 Owner shall, as soon as practicable, satisfy all conditions
31 thereof and diligently proceed with the commencement and completion
32 of all construction, reconstruction, refinishing, alterations and

1 excavations pursuant to said approval. Said commencement shall
2 be, in all cases, within one year from the date of such approval.
3 If the Owner shall fail to comply with this Section, any approval
4 given pursuant to Section 8 above, shall be deemed revoked unless
5 the Design Review Committee, upon written request of the Owner
6 made prior to the expiration of said one-year period, extends the
7 time for such commencement. No such extension shall be granted
8 except upon a finding by the Design Review Committee that there
9 has been no change in the circumstances upon which the original
10 approval was granted.

11 SECTION 10: Waiver. The approval by the Design Review
12 Committee of any plans, drawings or specifications for any work
13 done or proposed or for any other matter requiring the approval
14 of the Design Review Committee under these Restrictions shall not
15 be deemed to constitute a waiver of any right to withhold approval
16 of any similar plan, drawing, specification or matter subsequently
17 submitted for approval.

18 SECTION 11: Liability. Neither the Design Review Committee
19 nor any member thereof shall be liable to the Association or to
20 any Owner for any damage, loss or prejudice suffered or claimed
21 on account of: (a) the approval or disapproval of any plans,
22 drawings and specifications, whether or not defective; (b) the
23 construction or performance of any work, whether or not pursuant
24 to approved plans, drawings and specifications; (c) the develop-
25 ment of any property subject to these Restrictions.

27 ARTICLE V

28 FUNDS AND ASSESSMENTS

29 SECTION 1: Operating Fund. The Association shall maintain
30 an operation fund, into which the Board shall deposit all funds
31 paid to the Association as maintenance and operation assessments
32 and special assessments. Said funds shall be held in trust by

1 the Association for the use and benefit of its individual members
2 and shall only be used for and applied to the common specific
3 purposes of the Members as herein set forth.

4 SECTION 2: Maintenance and Operations Assessments.

5 (a) Regular Assessments. Within thirty (30) days after the
6 first conveyance of a lot or parcel by Declarant to a Purchaser,
7 the Board shall estimate the total charges to be paid out of the
8 maintenance fund, including a reasonable reserve for contin-
9 gencies and replacements, for the remainder of the Fiscal Year
10 and shall equally assess said charges to all of the Owners,
11 including the Declarant. The Board shall review such determina-
12 tion each Fiscal Year. Within thirty (30) days prior to the
13 beginning of each subsequent Fiscal Year, the Board shall estimate
14 the total charges to be paid out of the maintenance fund during
15 such year (including a reasonable reserve for contingencies and
16 replacement and less any expected surplus from the prior year).
17 The Board shall allocate and assess said estimate of total charges
18 to each Owner allocating said estimate equally among all of the
19 lots or parcels within the property. All funds of the Association
20 shall be budgeted, allocated, assessed and collected for current
21 maintenance and operation of the property, for contingencies, for
22 deferred maintenance and for replacement of capital improvements.
23 Said funds shall be used for the specific purposes for which said
24 funds have been designated; however, in the event a surplus
25 appears in one budget account, such surplus may be transferred to
26 another budget account so long as the overall budgeted amount is
27 not exceeded. Prior to ninety (90) days following the end of
28 each Fiscal Year, each Owner shall receive an accounting of
29 assessment receipts and disbursements for such Fiscal Year. If
30 such accounting shows that a surplus of cash results in the
31 current maintenance and operation account, the Board shall vote
32 as to whether to refund all or a part of such surplus or as to

1 whether such surplus shall be carried over to future assessment
2 periods to reduce future assessments.

3 (b) Additional Assessments. If at any time during any
4 Fiscal Year, the maintenance assessment proves inadequate for any
5 reason, including nonpayment of any Owner's share thereof, the
6 Board may levy a further assessment in the amount of such actual
7 or estimated inadequacy, which amount should be assessed to the
8 Owners individually in the manner set forth in subparagraph (a)
9 above. Such additional assessment shall not exceed twenty percent
10 (20%) in the aggregate of the budgeted gross expenses of the
11 Association for the Fiscal Year without the vote or written
12 assent of a majority of each class of membership.

13 (c) Increase in Regular Assessments. From and after July
14 1st of the year immediately following the conveyance of the first
15 lot or parcel to a Public Purchaser, the maximum annual Regular
16 Assessment may be increased each Fiscal Year not more than twenty
17 percent (20%) above the maximum assessment for the previous
18 Fiscal Year without approval of a majority of each class of
19 members by vote or written assent. The Association may change
20 the maximum amount of the Regular Assessment prospectively for
21 any period in excess of twenty percent (20%), provided that any
22 such changes shall have the assent of a majority of each class of
23 Members entitled to vote; such votes shall be cast in person or
24 by proxy, at a meeting duly called for this purpose pursuant to
25 written notice given to all voting members at least thirty (30)
26 days in advance, which notice shall set forth the purpose of the
27 meeting. In the event that a majority of the Class B membership
28 are not present in person or by proxy at any such meeting as
29 hereinabove provided, members not present may give their written
30 assent to the action taken as long as such writings are executed
31 and delivered to the Secretary of the Association within five (5)
32 days after said meeting.

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1 (d) Time and Manner of Payment of Assessments. Assessments
2 shall be due and payable by the Owners to the Association during
3 the Fiscal Year in equal quarterly installments, in advance, on
4 or before the first day of each first, fourth, seventh, and tenth
5 month of each Fiscal Year, or in such other manner as the Board
6 shall designate. If not paid within thirty (30) days after
7 its due date, each such charge shall thereafter bear interest at
8 the rate of ten percent (10%) per annum until paid. If an in-
9 stallment of an assessment is not paid within thirty (30) days
10 after its due date, the Board may declare the entire assessment
11 for such Fiscal Year immediately due and payable in full. If any
12 suit or action is brought to collect any such charge, there shall
13 be added to the amount thereof costs of suit and a reasonable
14 amount of attorneys' fees to be fixed by the court and included
15 in any judgment of any such suit or action.

16 SECTION 3: Reimbursement Assessment. The Board shall levy
17 an assessment against any Owner as a result of whose failure to
18 comply with these Restrictions, the Rules or the Design Review
19 Committee Rules, monies were expended by the Association from the
20 Operating Fund in performing its functions under these Restric-
21 tions. Such assessments shall be for the purpose of reimbursing
22 the Association, shall be limited to the amount so expended and
23 shall be due and payable to the Association when levied.

24 SECTION 4: Capital Improvement Fund. The Board shall
25 maintain a Capital Improvement Fund, into which it shall deposit
26 all monies paid to it as Capital Improvement Assessments. Said
27 funds shall be deemed to be contributions to the capital account
28 of the Association by the members and shall be so reflected on
29 its books.

30 The Board shall make disbursements from said Capital Improve-
31 ment Fund as required in the performance of the functions for
32 which the Capital Improvement Assessments are levied.

1 SECTION 5: Capital Improvement Assessments.

2 (a) Upon approval by two-thirds (2/3) of each class of its
3 voting members of a proposed capital improvement, the estimated
4 cost of said improvement shall be assessed to all Members in
5 equal amounts as a Capital Improvement Assessment.

6 (b) If at any time and from time to time a Capital Improve-
7 ment Assessment proves or appears likely to prove inadequate for
8 any reason, including nonpayment of any Owner's share thereof,
9 the Board may, without obtaining any further approval from the
10 Owners, levy a further Capital Improvement Assessment in the
11 amount of such actual or estimated inadequacy, which shall be
12 assessed to all such Owners in equal amounts. If such additional
13 assessment shall be in excess of five percent (5%) of the original
14 assessment, the affirmative vote or written consent of two-thirds
15 (2/3) of each class of members shall be required for such further
16 assessment.

17 (c) Capital Improvement Assessments shall be due and payable
18 by all Owners in such installments and during such period or
19 periods as the Board shall designate.

20 SECTION 6: Default in Payment of Assessments.

21 (a) The assessments levied by the Board on behalf of the
22 Association under this Article V shall constitute separate
23 assessments. Each assessment levied under this Article V, together
24 with interest, costs and reasonable attorneys' fees shall be a
25 separate, distinct and personal debt and obligation of the Owner
26 against whom it is assessed, and shall bind his heirs, devisees,
27 personal representatives and assigns. Each assessment levied
28 under this Article V shall also be a charge on the land and shall
29 be a continuing lien upon the property against which such assess-
30 ment is made. The Association shall have a separate lien and a
31 separate lien is hereby created upon each lot or parcel against
32 which an assessment is made to secure the payment of any assess-

1 ments under this Article V. Each such lien shall likewise secure
2 interest on the amount unpaid from the date that it became due
3 and shall also secure costs of the suit and reasonable attorneys'
4 fees in the event either an action or exercise of power of sale
5 is used to collect such assessment, and the interest thereon.

6 (b) Upon request of any lot or parcel Owner, the Board
7 shall execute and acknowledge a certificate stating that the
8 indebtedness secured by the lien upon the lot or parcel of said
9 Owner has been paid, and such certificate shall be conclusive
10 upon the Association. The Board shall furnish a copy of such
11 certificate to any Owner upon request. A reasonable fee may be
12 charged for the preparation of such statement.

13 (c) Each Owner of a lot or parcel subject to these Restriction-
14 tions by acceptance of a deed or other conveyance therefor,
15 whether from Declarant or subsequent Owners, shall become personally
16 obligated and agree to pay such charges that accrue after he
17 received title thereto, plus costs of suit, and reasonable
18 attorneys' fees as above provided and shall thereby vest in the
19 Association the right and power to bring all actions for the
20 collection of such charges, costs of suit and attorneys' fees,
21 and for the enforcement of such liens. Such right and power
22 shall continue in the Association and such obligations shall run
23 with the land, so that the successive Owner or Owners of record
24 of any lot or parcel within the Property shall in turn become
25 liable to pay all such charges which shall become a lien thereon
26 during the time they are the record owner of such lot or parcel
27 within the Property. After a record Owner transfers record of
28 any lot or parcel owned by him he shall not be liable for any
29 charges thereafter to accrue against such lot or parcel. He
30 shall remain personally liable, however, for all unpaid amounts
31 due and owing at the time of transfer. A contract seller of any
32 lot or parcel shall continue to be liable for all such charges

1 until a conveyance by deed of such property is recorded in the
2 Office of the County Recorder of Douglas County, Nevada.

3 (d) The lien of each of the assessments provided for under
4 this Article V shall be subordinate to the lien of any first
5 mortgage or mortgages or deeds of trust now or hereafter placed
6 upon the properties subject to assessment; provided, however,
7 that such subordination shall apply only to the assessments which
8 have become due and payable prior to the sale of such property
9 pursuant to a decree of foreclosure of any such first mortgage or
10 deed of trust or pursuant to the exercise of a power of sale in
11 such first mortgage or deed of trust. Such foreclosure sale
12 shall not relieve such property from liability for any assessments
13 thereafter becoming due nor from the lien of any such subsequent
14 assessment. The foregoing subordination shall not apply to any
15 secondary financing covering the properties subject to assessment
16 and the lien created herein shall be superior to liens securing
17 secondary financing.

18 (e) Any assessment not paid within thirty (30) days after
19 the due date shall be deemed to be in default and shall bear
20 interest from the due date at the rate of ten percent (10%) per
21 annum and the Board on behalf of the Association may bring an
22 action at law against the Owner personally obligated to pay the
23 same or foreclose the lien against the property. No action shall
24 be brought to foreclose the lien securing any assessment under
25 this Article V less than thirty (30) days following the mailing
26 of a notice of default in the payment of an assessment when due
27 signed by a majority of the Board to the Owner of such lot or
28 parcel and the recording of a copy of such notice in the Office
29 of the Recorder of Douglas County, State of Nevada. Said notice
30 shall state the amount of the assessment together with the interest,
31 costs and reasonable attorneys' fees; a discription of the lot or
32 parcel against which the same has been assessed and name or names

1 of the record Owner or Owners thereof. Such notice of default in
2 payment of an assessment and election to declare the entire
3 amount thereof forthwith due and payable may be recorded and the
4 lien of said assessment may be foreclosed either by an action
5 brought to foreclose the same or, the Association may, at its
6 option, foreclose the lien of said assessment by exercise of the
7 power of sale herein granted to the Association, and all costs,
8 charges and attorneys' fees shall be included in the amount to be
9 recovered either by action or through exercise of power of sale.

10 (f) Each Owner does hereby grant to the Association the
11 power to enforce and foreclose the lien of each assessment by
12 power of sale in the manner herein provided. The Association
13 may, after not less than three (3) months have elapsed after the
14 recording of said notice of default, sell the lot or parcel
15 described in the notice of default in order to satisfy said
16 assessment, costs and fees specified in the notice of default,
17 and the costs incurred in connection with the sale, including the
18 cost of a search of title and additional attorneys' fees, after
19 first giving notice of the time and place of such sale in the
20 manner provided by the law of the State of Nevada for the sale of
21 real property under writ of execution. Said sale may be conducted
22 by a member of the Board, or an attorney or other representative
23 designated by the Association to conduct said sale. The time of
24 said sale may be postponed from time to time by proclamation made
25 to the persons assembled at the time and place previously appointed
26 and advertised for such sale or to which such sale may have been
27 postponed. Said sale shall be at public auction to the highest
28 cash bidder. The Association may make purchase at said sale.
29 The Association upon such sale, shall make, without warranty,
30 execute and after due payment made, deliver to purchaser at said
31 sale a deed conveying the lot or parcel so sold, which shall
32 convey to the Purchaser all of the title of the delinquent record

1 Owner. The proceeds of the sale shall be applied first to the
2 payment of the costs of the sale, then to the sums described in
3 the notice of default. The balance then remaining shall be
4 applied to the delinquent record Owner or to his heirs, executors,
5 administrators or assigns. The deed given by the Association to
6 the Purchaser at such sale shall be conclusive proof of all
7 recitals contained therein, and shall be effectual and conclusive
8 against the delinquent record Owner of the lot or parcel so sold,
9 his heirs and assigns.

10 (g) Any Owner of a lot or parcel purchased at execution
11 sale, or at foreclosure, shall be bound by the restrictions,
12 covenants, reservations, assessments and liens as provided herein,
13 other than assessments or liens arising prior to such foreclosure
14 sale, or to the commencement of the action resulting in sale
15 under writ of execution.

16 (h) Upon payment of a delinquent assessment, together with
17 the fees and costs incurred in connection therewith, the Board
18 shall cause to be recorded in the same manner as the notice of
19 default, a certificate stating the satisfaction and release of
20 the lien upon payment by the delinquent Owner of the costs incident
21 thereto. A failure to record such certificate of discharge
22 within thirty (30) days after written demand by the Owner of such
23 lot or parcel shall entitle him to recover a penalty of One
24 Hundred Dollars (\$100.00) from the Association, plus any actual
25 damages that he may have sustained.

26 (j) In the event any Owner fails to pay any assessment when
27 due, in addition to such other action as the Board of Directors
28 may determine to be appropriate, the Board of Directors may deny
29 such Owner the right to vote as a member of the association until
30 such time as said Owner satisfies all current and delinquent
31 assessments and all fees and costs incurred by reason of such
32 delinquency.

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1 SECTION 7: Association Funds. The assessments collected by
2 the Association shall be deposited into a separate account(s)
3 with a savings and loan association or bank selected by the
4 Board, which accounts shall be clearly designated as the HIDDEN
5 WOODS ACCOUNT. The assessments collected by the Association
6 shall be held in trust by the Association for and on behalf of
7 each Owner and shall be used solely for the operation, care and
8 maintenance of the Property as provided in this Declaration. The
9 Board shall allocate a portion of said funds as collected for the
10 annual maintenance and operation of the Property as specified in
11 the annual budget and the Board shall allocate a portion of said
12 funds as collected as reserves for contingencies, replacement and
13 deferred maintenance of the capital improvements of the Property
14 as specified in the annual budget. Upon sale or transfer of any
15 lot or parcel by any Owner, the Owner's interest in the trust
16 funds shall be deemed automatically transferred to the successor
17 transferee of such Owner.

18 In the event that the Board retains a professional manage-
19 ment service, the Board may delegate the authority to deposit or
20 withdraw funds to responsible representatives of the professional
21 management agent so retained. Said professional management agent
22 may additionally be authorized to establish a common trustee account
23 for deposit of assessments as collected. Any funds deposited in
24 such common trustee account shall be allocated as previously
25 specified herein.

26 SECTION 8: Failure to Fix Maintenance Assessments. The
27 omission by the Board of Directors to fix the maintenance assess-
28 ments hereunder before the expiration of any year, for that or
29 the next year, shall not be deemed a waiver or modification in
30 any respect of the provisions of these Restrictions, or a release
31 of the Owner from the obligation to pay the assessments, or any
32 installment thereof for that or any subsequent year, but the

1 assessment fixed for the preceding year shall continue until a
2 new assessment is fixed.

3
4 ARTICLE V

5 OCCUPANCY AND USE RESTRICTIONS

6 SECTION 1: The subject property is hereby restricted to
7 residential dwellings for residential use. All buildings or
8 structures erected upon said premises shall be of new construction
9 and no buildings or structures of a temporary nature, trailer,
10 basement, tent, shack, barn, or other outbuilding shall be used
11 on any lot or parcel at any time as a residence either temporarily
12 or permanently.

13 SECTION 2: No animals, livestock or poultry of any kind
14 shall be raised, bred or kept on any unit except that dogs, cats
15 and other household pets may be kept provided they are not kept,
16 bred or maintained for any commercial purpose.

17 SECTION 3: No noxious or offensive activity shall be
18 carried on upon any lot or parcel, nor shall anything be done
19 thereon which may be or may become an annoyance or nuisance to
20 the neighborhood.

21 SECTION 4: No dwelling having a living area of less than
22 1500 square feet, exclusive of porches, patios, terraces and
23 garages, shall be erected or maintained on any residential parcel
24 or lot nor shall there be less than 1500 square feet of total
25 livable space. All buildings and other structures erected on any
26 unit within said development shall be built in a good workmanlike
27 manner and shall be maintained in good condition. No building
28 shall be moved from any other location.

29 SECTION 5: When the construction of any structure is
30 commenced upon any of said parcels, the Owner thereof shall
31 prosecute, with all reasonable diligence, the completion thereof
32 and shall complete the construction thereof within twelve (12)

1 months from date of commencement.

2 SECTION 6: No building or structure shall be constructed of
3 a building material that will cause the sunlight to be reflected
4 nor shall any building or any structure be painted with any paint
5 or other material that will cause the light to be reflected. Any
6 repair, decoration or improvement which is determined to be in
7 violation of this paragraph by the Architectural Committee, shall
8 be removed by Owner upon notice from the Architectural Committee
9 of said violation.

10 SECTION 7: No dwelling unit shall be occupied for residential
11 purposes until the same shall be issued a Certificate of Occupancy
12 from the Douglas County Building Department.

13 SECTION 8: No advertising signs (except one of not more
14 than five square feet "For Rent" or "For Sale" sign per parcel),
15 billboards, unsightly objects, unsightly appearance or nuisance
16 shall be erected, placed or permitted to remain on any of said
17 parcels, nor shall the premises be used in any way or for any
18 purpose which may endanger the health or unreasonably disturb the
19 holder of any unit in the development. No business activities of
20 any kind whatsoever shall be conducted in any building or in any
21 portion of the premises. Provided further, however, the foregoing
22 covenants shall not apply to the business activities, signs and
23 billboards, if any, by the Declarant, its agents and assigns
24 during the construction and sale period, and by sales organization
25 designated by the Declarant, its successors and assigns, in
26 furtherance of its powers and purposes as hereinafter set forth.

27 SECTION 9: No garbage, refuse, rubbish, or obnoxious or
28 offensive material shall be permitted to accumulate on any unit
29 and the owner thereof shall cause all garbage and other like
30 material to be disposed of by and in accordance with accepted
31 sanitary practice. All garbage or trash containers, all tanks,
32 gas tanks, and other such facilities must be underground or

1 placed in walled-in areas so that they shall not be visible from
2 the adjoining properties, from the streets, or pedestrian areas.

3 SECTION 10: No building fence, wall, hedge or shrub planting
4 which obstructs sight lines at elevations between two and six
5 feet above the roadways shall be placed or permitted to remain on
6 any corner parcel within the triangular area formed by the street
7 property lines and a line connecting them at points twenty feet
8 from the intersection of the street lines, or in the case of a
9 rounded property corner from the intersection of the street
10 property lines extended. The same sightline limitations shall
11 apply on any parcel within ten feet from the intersection of a
12 street property line with the edge of a driveway or alley pavement.
13 No tree shall be permitted to remain within such distances of
14 such intersections unless the foliage line is maintained at
15 sufficient height to prevent obstruction of such sight lines.

16 SECTION 11: No fences, hedges or walls, exterior clotheslines
17 or unenclosed garbage receptacles shall be erected or maintained
18 upon said premises except such as are installed in accordance
19 with the initial construction located thereon or as approved by
20 the Architectural Committee in the manner set forth herein.

21 SECTION 12: No trees or native materials of any kind shall
22 be removed, cut, painted or disturbed without written approval of
23 the Architectural Committee.

24 SECTION 13: No oil drilling, oil development operations,
25 oil refining, quarrying or mining operations of any kind shall be
26 permitted, nor shall oil wells, tanks, tunnels, mineral excava-
27 tions or shafts be permitted. No derrick or other structure
28 designed for use in boring for oil or natural gas shall be erected,
29 maintained or permitted.

30 SECTION 14: No commercial building or multiple family
31 dwelling shall be permitted. No commercial vehicles shall be
32 parked overnight.

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1 SECTION 15: House trailers must be stored on the Owner's lot
2 or parcel, screened from view of other lot and/or parcel Owners.

3 SECTION 16: There shall be no overnight parking or storage
4 of vehicles and/or equipment on the streets.

5
6 ARTICLE VI

7 EASEMENTS AND SLOPE CONTROL

8 SECTION 1: Easements for installation and maintenance of
9 utilities and drainage facilities are reserved as shown on the
10 recorded plot. Within these easements, no structure, planting or
11 other material shall be placed or permitted to remain which may
12 damage or interfere with the installation and maintenance of
13 utilities, or which may change the direction of flow of drainage
14 channels in the easements, or which may obstruct or retard the
15 flow of water through drainage channels in the easements.

16
17 ARTICLE VII

18 GENERAL PROVISIONS

19 SECTION 1: Severability. Invalidation of any one of these
20 covenants or restrictions by judgment or court order shall in no
21 way affect any other provisions which shall remain in full force
22 and effect.

23 SECTION 2: Amendment. All of the restrictions set forth
24 herein are imposed upon the properties for the direct benefit
25 thereof as a part of the general plan of improvement. Said
26 restrictions shall run with the land and shall be binding for 20
27 years from the date of this declaration or until such time as the
28 owners of at least 51% of the lots and parcels shall amend or
29 modify the restrictions by the recordation in the office of the
30 County Recorder of Douglas County, State of Nevada, of a supple-
31 mental set of restrictions duly executed and acknowledged by the
32 owners of not less than 51% of the lots and parcels, provided

1 however, that no change in the restrictions may be made without
2 the written consent of the Declarant so long as the Declarant
3 owns any lots or parcels. At the end of said 20 years, this
4 declaration of restrictions and covenants shall automatically
5 extend for successive periods of 10 years unless an instrument
6 has been recorded agreeing to change said declaration of restric-
7 tions and covenants by the method set forth in the preceding
8 sentence.

9 SECTION 3: Enforcement. The conditions, restrictions or
10 covenants herein contained shall bind and enure to the benefit
11 of, and be enforceable by, Declarant, buyer or the Association,
12 and it shall be lawful for any one of them to institute and
13 prosecute a proceeding at law or an equity against any person,
14 firm or corporation violating or threatening to violate any of
15 the restrictions, conditions or covenants herein contained, and
16 such action may be maintained for the purpose of preventing the
17 violation or to recover damages for a violation or for both of
18 such purposes. Any failure to enforce any of the conditions,
19 restrictions or covenants herein contained shall in no way or
20 event be deemed a waiver of the right to enforce such conditions,
21 restrictions or covenants thereafter. Nothing herein contained
22 shall be construed as preventing the application of any remedies
23 given by law against a nuisance, public or private, or otherwise,
24 but the remedies contained herein shall be in addition to any
25 other remedies given by law.

26 SECTION 4: Attorneys' Fees. In the event that an action
27 shall be commenced to enforce any of the conditions, restrictions,
28 or covenants herein contained, the party commencing such action
29 shall be entitled to a reasonable attorneys' fee in an amount to
30 be set by the Court in such action.

31 SECTION 5: Heirs, Successors and Assigns. This declaration
32 of restrictions shall be binding upon and enure to the benefit of

1 Declarant, their heirs, successors and assigns.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hand and seal this 3rd day of November, 1977.

Richard M. Doud
RICHARD M. DOUD

Shirley A. Doud
SHIRLEY A. DOUD

EMPLOYEES PENSION AND PROFIT SHARING TRUST OF CONSTRUCTION MANAGEMENT COMPANY, INC.

By *Richard M. Doud*
RICHARD M. DOUD, Trustee

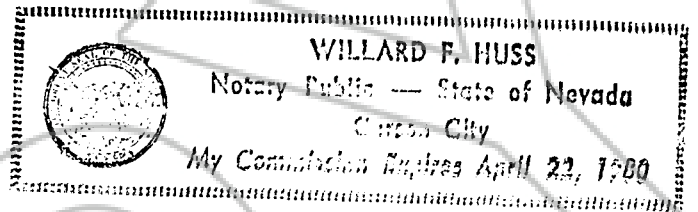
By *Shirley A. Doud*
SHIRLEY A. DOUD, Trustee

1 STATE OF NEVADA)
2 County of Douglas) : ss

3
4 On this 3rd day of November, 1977, personally appeared
5 before me, a Notary Public, in and for the County and State
6 aforesaid, RICHARD M. DOUD and SHIRLEY A. DOUD, known to me
7 to be the persons described in and who executed the fore-
going instrument who acknowledged to me that they executed
the same freely and voluntarily and for the uses and purposes
therein mentioned.

8 IN WITNESS WHEREOF I have hereunto set my hand and affixed
9 my official seal the day and year first above written.

10 *Willard F. Huss*
11 NOTARY PUBLIC



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COPY

LEGAL DESCRIPTION

PARCEL 1

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34, South $00^{\circ} 28' 53''$ West 2162.69 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ} 52' 48''$ East 120.00 feet; thence South $04^{\circ} 30' 00''$ East 449.13 feet; thence North $89^{\circ} 52' 38''$ West 159.05 feet; thence North $00^{\circ} 28' 53''$ East 447.66 feet to the TRUE POINT OF BEGINNING.

TOGETHER with a non-exclusive easement for access and utility purposes described as follows:

Beginning at the Northwest corner of the above described parcel; thence South $89^{\circ} 52' 48''$ East 165.00 feet; thence North $46^{\circ} 24' 02''$ West 50.92 feet to a point on a curve concave to the Northwest having a radius of 105.00 feet and a central angle of $48^{\circ} 45' 01''$; thence Southwest along said curve an arc length of 89.34 feet to the beginning of a curve concave to the South having a radius of 2634.25 feet and a central angle of $1^{\circ} 02' 21''$; thence along said curve an arc length of 47.78 feet; thence South $00^{\circ} 28' 53''$ West 3.79 feet to the point of beginning.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

Prepared by:

JONES & TURNER
Engineering and Surveying

EXHIBIT "A"

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BOOK 1177 PAGE 323

LEGAL DESCRIPTION
PARCEL 2

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 120.00 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ} 52' 48''$ East 130.02 feet; thence South $04^{\circ} 30' 00''$ East 449.12 feet; thence North $89^{\circ} 52' 38''$ West 130.02 feet; thence North $04^{\circ} 30' 00''$ west 449.13 feet to the TRUE POINT OF BEGINNING.

TOGETHER with a non-exclusive easement for access and utility purposes described as follows:

Beginning at the Northeast corner of the above described parcel; thence South $89^{\circ} 52' 48''$ East 40.41 feet; thence South $12^{\circ} 52' 44''$ West 101.37 feet; thence South $04^{\circ} 30' 00''$ East 201.79 feet; thence North $89^{\circ} 52' 48''$ West 10.03 feet; thence North $04^{\circ} 30' 00''$ West 300.98 feet to the point of beginning.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

Prepared by:

JONES & TURNER
Engineering and Surveying

EXHIBIT "B"

14715
BOOK 1177 PAGE 324

LEGAL DESCRIPTION
PARCEL 3

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 250.02 feet to the TRUE POINT OF BEGINNING; Thence South $89^{\circ} 52' 48''$ East 224.50 feet; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 32.62 feet; thence North $89^{\circ} 52' 48''$ West 130.02 feet; thence North $04^{\circ} 30' 00''$ West 150.49 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a non-exclusive easement for access and utility purposes described as follows:

Beginning at the Northwest corner of the above described parcel; thence South $89^{\circ} 52' 48''$ East 40.41 feet; thence South $12^{\circ} 52' 44''$ West 101.37 feet; thence South $04^{\circ} 30' 00''$ East 201.79 feet; thence North $89^{\circ} 52' 48''$ West 10.03 feet; thence North $04^{\circ} 30' 00''$ West 300.98 feet to the point of beginning.

SUBJECT TO a non-exclusive 50' wide easement for access and utility purposes, the centerline of which is described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet to the TRUE POINT OF BEGINNING; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 183.11 feet to its Southerly terminous, at the radius point of a 45 foot radius cul-de-sac.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

PREPARED BY:

JONES & TURNER
Engineering and Surveying

EXHIBIT "C"

14715

BOOK 1177 PAGE 325

LEGAL DESCRIPTION
PARCEL 4

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 250.02 feet; thence South $04^{\circ} 30' 00''$ East 150.49 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ} 52' 48''$ East 130.02 feet; thence South $04^{\circ} 30' 00''$ East 150.49 feet; thence North $89^{\circ} 52' 48''$ West 130.02 feet; thence North $04^{\circ} 30' 00''$ West 150.49 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a non-exclusive easement for access and utility purposes described as follows:

Beginning at the Northwest corner of the above described parcel thence South $89^{\circ} 52' 48''$ East 40.41 feet; thence South $12^{\circ} 52' 44''$ West 101.37 feet thence South $04^{\circ} 30' 00''$ East 201.79 feet; thence North $89^{\circ} 52' 48''$ West 10.03 feet; thence North $04^{\circ} 30' 00''$ West 300.98 feet to the point of beginning.

SUBJECT TO a non-exclusive 50' wide easement for access and utility purposes, the centerline of which is described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet to the TRUE POINT OF BEGINNING; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 183.11 feet to its Southerly terminous, at the radius point of a 45 foot radius cul-de-sac.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

PREPARED BY:

JONES & TURNER
Engineering and Surveying

EXHIBIT "D"

14715
BOOK 1177 PAGE 326

LEGAL DESCRIPTION

PARCEL 5

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the one-quarter corner common to sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 250.02 feet; thence South $04^{\circ} 30' 00''$ East 300.98 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ} 52' 48''$ East 130.02 feet; thence South $04^{\circ} 30' 00''$ East 148.16 feet; thence North $89^{\circ} 52' 38''$ West 130.02 feet; thence North $04^{\circ} 30' 00''$ West 148.15 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the Easterly 7.50 feet of the above described parcel, a non-exclusive easement for access and utility purposes.

SUBJECT TO a non-exclusive 50' wide easement for access and utility purposes, the centerline of which is described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet to the TRUE POINT OF BEGINNING; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 183.11 feet to its Southerly terminous, at the radius point of a 45 foot radius cul-de-sac.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

PREPARED BY:

JONES & TURNER
Engineering and Surveying

14715

EXHIBIT "E"

BOOK 1177 PAGE 327

LEGAL DESCRIPTION

PARCEL 6

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ} 52' 48''$ East 180.75 feet; thence South $00^{\circ} 25' 17''$ West 150.00 feet; thence North $89^{\circ} 52' 48''$ West 262.31 feet; thence North $04^{\circ} 30' 00''$ West 32.62 feet; thence North $36^{\circ} 00' 00''$ East 145.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a non-exclusive 50' wide easement for access and utility purposes, the centerline of which is described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet to the TRUE POINT OF BEGINNING; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 183.11 feet to its Southerly terminous, at the radius point of a 45 foot radius cul-de-sac.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

PREPARED BY:

JONES & TURNER
Engineering and Surveying

EXHIBIT "F"

14715

BOOK 1177 PAGE 328

LEGAL DESCRIPTION
PARCEL 7

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 32.62 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ} 52' 48''$ East 262.31 feet; thence South $00^{\circ} 25' 17''$ West 150.00 feet; thence North $89^{\circ} 52' 48''$ West 249.39 feet; thence North $04^{\circ} 30' 00''$ West 150.49 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a non-exclusive 50' wide easement for access and utility purposes, the centerline of which is described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet to the TRUE POINT OF BEGINNING; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 183.11 feet to its Southerly terminous, at the radius point of a 45 foot radius cul-de-sac.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

PREPARED BY:

JONES & TURNER
Engineering and Surveying

EXHIBIT "G"

14715

BOOK 1177 PAGE 329

LEGAL DESCRIPTION
PARCEL 8

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 183.11 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ} 52' 48''$ East 249.39 feet; thence South $00^{\circ} 25' 17''$ West 147.69 feet; thence North $89^{\circ} 52' 38''$ West 236.66 feet; thence North $04^{\circ} 30' 00''$ West 148.16 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the Westerly 7.50 feet of the above described parcel, a non-exclusive easement for access and utility purposes.

SUBJECT TO a non-exclusive easement for access and utility purposes described as follows:

Beginning at the Southwest corner of the above described parcel; thence South $89^{\circ} 52' 38''$ East 236.66 feet; thence North $00^{\circ} 25' 17''$ East 70.00 feet; thence South $89^{\circ} 52' 38''$ West 55.00 feet; thence North $89^{\circ} 52' 38''$ West 167.95 feet; thence South $04^{\circ} 30' 00''$ East 15.05 feet to the point of beginning.

SUBJECT TO a non-exclusive 50' wide easement for access and utility purposes, the centerline of which is described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence along the North-South centerline of said Section 34, South $00^{\circ} 28' 58''$ West 2162.69 feet; thence South $89^{\circ} 52' 48''$ East 474.52 feet to the TRUE POINT OF BEGINNING; thence South $36^{\circ} 00' 00''$ West 145.00 feet; thence South $04^{\circ} 30' 00''$ East 183.11 feet to its Southerly terminous, at the radius point of a 45 foot radius cul-de-sac.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

PREPARED BY:

JONES & TURNER
Engineering and Surveying

EXHIBIT "H"

14715

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LEGAL DESCRIPTION

All that lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Lincoln Meadows Unit No. 1, recorded on December 14, 1971, in Book 94, Page 344, Document #55858, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 27 and 34, Township 14 North, Range 18 East, M.D.M., thence Southerly along the North-South centerline of said Section 34; South $00^{\circ} 28' 58''$ West 1633.26 feet to the TRUE POINT OF BEGINNING; thence South $89^{\circ} 52' 56''$ East 654.70 feet; thence South $00^{\circ} 25' 17''$ West 529.45 feet; thence North $89^{\circ} 52' 48''$ West 655.27 feet; thence North $00^{\circ} 28' 58''$ East 529.43 feet to the TRUE POINT OF BEGINNING.

NOTE: Refer this description to your Title Company before incorporating into any Legal Document.

Prepared by:

JONES & TURNER
Engineering and Surveying

REGISTERED BY
DOUGLAS COUNTY TITLE
RECORDS OF
COUNTY OF DOUGLAS, NEVADA
#38.00 p.p.
NOV -4 AM 9:17

PATRICIA J. WILLIAMS
RECORDER

EXHIBIT "I"

Donna J. Guehler 10715
W. H. G. J.

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