

J. BOSTER BERK607
P.O. BOX 349
LEHIGH COVE, NV
19448

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

Lot 51, Tahoe Village Unit
No. 1, Douglas County, Nevada

THIS DECLARATION is made this 19th day of July, 1982
by HOJI NEVADA CORPORATION, a Nevada corporation, herein
called "Declarant".

ARTICLE I

RECITALS AND DECLARATION

1.1 Ownership of Property.

- A. Declarant is the owner of real property located in the County of Douglas, State of Nevada, referred to herein as the "Property", and described as:

Lot 51, Tahoe Village Unit No. 1, an amended Map of Alpine Village Unit No. 1, filed in the office of the County Recorder of Douglas County, State of Nevada, on December 7, 1971, Document No. 55769. Assessor's Parcel No. 09-033-02

1.2 Improvements.

- A. The Project has been improved with one building ("the Project's Structure") consisting of 30 Condominium-units and related improvements. A condominium map known as Condominium Map, Lot 51, 6th Amended Map, Tahoe Village Unit No. 1 has been filed May 25, 1982 as Instrument No. 68043 with the County Recorder of Douglas County.

1.3 Intention of Declarant.

- A. Declarant hereby establishes by this Declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the units (as hereinafter defined) in the Property's Structure and the co-ownership by the individual and separate owners thereof, as tenants in common, and as hereafter set forth, of all of the remaining real property of the Project which is hereinafter referred to as the "Common Areas".

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ARTICLE II

DEFINITIONS

The following definitions shall be applicable to this declaration:

2.1 "Association" means A Nevada Corporation its successors and assigns.

2.2 "Board" or "Board of Directors" may be used interchangeably herein and shall mean the Board of Directors of the Association as the same may, from time to time be constituted.

2.3 "By-Laws" means the By-Laws adopted by the Association, including any amendments or additions thereto.

2.4 "Declaration" means this Declaration of Covenants, Conditions and Restrictions, together with any amendments, supplements or modifications hereto.

2.5 "Deed of Trust" shall mean and be synonymous with the word "Mortgage," and the same may be used interchangeably with the same meaning; similarly, the word "Trustor" shall be synonymous with the word "Mortgagor," and the word "Beneficiary" shall be synonymous with the word "Mortgagee".

2.6 "Member" means every person or entity who holds a membership in the Association.

2.7 "Mortgage" means the conveyance of any condominium or other portion of the Project to secure the performance of an obligation, which conveyance shall be void upon the due performance of said obligation.

2.8 "Mortgagee" means a person or entity to whom a Mortgage is made; "Mortgagor" means a person or entity who mortgages his or its property to another, i.e., the maker of a Mortgage.

2.9 "Owner" means the record owner, whether one or more persons or entities, of a condominium which is part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall also include an contract vendee under a Real Property Sales Contract.

2.10 The term "person" means a natural person, corporation, partnership, association, firm or other entity as the context may require.

2.11 "Rules and Regulations" means those rules and regulations adopted by the Association or its Board, including any amendments or additions thereto.

2.12 "Subdivider" shall mean and be synonymous with the word "Declarant", and the same may be used interchangeably with the same meaning.

2.13 "Single Family" means one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than four persons not all so related, together with his or their domestic servants, maintaining a common household in a unit.

ARTICLE III

CONDOMINIUM PLAN

Incorporated herein by this reference is that certain Condominium Plan ("the Condominium Plan") which describes the division of the Project into condominiums in accordance with Nevada Revised Statutes Chapter 117, and which is to be recorded in the official records of Douglas County, Nevada.

ARTICLE IV

DESCRIPTION OF PROJECT

In order to establish a plan of condominium ownership for the Project, Declarant hereby covenants that the Project is divided into the following separate freehold estates:

4.1 Unit

Each of the dwelling units, as separately designated on the Condominium Plan, shall be a separate freehold estate and shall be defined as a "unit". Each of the units consist of one or more designated air spaces as indicated and described on the Condominium Plan and in the following subparagraphs of article IV.

4.2 The Boundaries of each space designated on the Condominium Plan as dwelling areas (including any sub-elements thereof as may be designated on the Condominium Plan) shall be the interior surfaces of the perimeter walls, floors, ceilings, windows and doors, where they exist and otherwise to the inclined, vertical or horizontal planes, or curved surfaces, as the case may be, at the limits of the dimensions shown on the Condominium Plan. The dwelling area includes both the portions of the building so described, and not excluded in subparagraph hereof, and the air space so encompassed.

4.3 The dwelling areas include all fixtures, outlets, appliances, heaters, air conditioners, if any, and similar devices located within and servicing only the particular dwelling area or unit, or such device, wherever located, if designated on the Condominium Plan as a part of the dwelling area or unit.

4.4 The boundaries of each space designated on the Condominium Plan as a balcony, deck, patio or entryway, if any, shall be the adjoining exterior surfaces of the walls, windows, doors, overhangs and ceilings of the Project's Structure and where the balcony, deck, patio or entryway is not so adjoined, the boundaries are the inclined, vertical or horizontal planes, or curved surfaces, as the case may be, at the limits of the dimensions for the particular balcony, deck, patio or entryway shown on the Condominium Plan. The balcony, deck, patio or entryway shall include only the air space and finished floor or ground surface within, but not the other portions of the Project's Structure, Common Area and surfaces thereof described by or contained within the boundaries of the balcony, deck, patio or entryway.

4.5 The following are not part of the unit: bearing walls, columns, floors, roofs, slabs, foundations, common stairways and hallways, reservoirs, tanks, pumps, air ducts and other central services equipment, pipes, joints, flues, chutes, conduits, wires and other utility installations, wherever located, servicing more than one unit, (except the outlets thereof when located within and servicing only a particular unit), parking spaces and storage spaces, if any, and the railings and enclosures of balconies, decks, patios or entryways.

4.6 In interpreting deeds, declarations and the Condominium Plan, the actual, as-built dimensions of the unit (including balconies, decks, patios and entryways, if any) or of a unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, the Condominium Plan or the Declaration.

4.7 Each Owner shall have the right and duty to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his dwelling area and, subject to such rules and regulations as the Association may adopt, shall have the right and duty to maintain the floor and ground surfaces of his balcony, deck, patio or entryway.

4.8 Common Areas.

A freehold estate consisting of an undivided interest in the remaining portion of the Project is described and referred to herein as the "Common Areas", or "Common Area". The Common Areas shall include, without limitation, the Project's Structure (except for the units), the solid earth of the lot upon which the structure is located, the air space above such structure, all bearing walls, columns, floors, roofs, slabs, foundations, common stairways and hallways, reservoirs, tanks, pumps, air ducts, and other central services equipment, pipes, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, servicing more than one unit, (except the outlets thereof when located within and servicing only a particular unit), lawns, pavement, trees, all other landscaping

on the lot on which the Project's Structure is located, parking and storage spaces, if any, and the structures, railings and enclosures of balconies, decks, patios or entryways.

4.9 Restricted Common Areas.

(a) "Restricted Common Area" means a portion of the Common Area set aside and allocated for the restricted use of the respective units, as is or may hereinafter be designated in the Condominium Plan. To complete each condominium, at the time of conveyance, Declarant, or its successor, shall either (i) designate and describe in the document of conveyance for the condominium one or more designated parking spaces to be used solely for vehicle parking exclusively in conjunction with the use of the respective unit; or (ii) by a separate instrument make an Irrevocable Assignment and Designation of one or more designated parking spaces to be used solely for vehicle parking exclusively in conjunction with the use of the respective unit. Declarant and its successors shall consistently use only one of the alternatives set forth in (i) and (ii) above for the entire Project and shall in no event use a combination of the two. The individual storage spaces, if any, shall be Restricted Common Area and shall be marked and assigned by Declarant for the exclusive use of a particular unit. The grant of use of the Restricted Common Areas shall be an easement appurtenant to the respective unit for the exclusive uses and purposes as set forth herein and in the Condominium Plan, and shall be subject to an easement in favor of the Association for support and minor encroachment of the Common Areas and an easement in favor of Owners of adjoining Restricted Common Areas for minor variances between parking space and storage space designations and the actual painted striping or as-built dimensions thereof.

(b) The exclusive right of use of Restricted Common Area granted to an Owner does not entitle such Owner to alter, change or add to, in any way, the surfaces or structural parts of such Restricted Common Area.

4.10 Undivided Interest in Common Areas.

The undivided interest in the Common Areas hereby established and which shall be conveyed with each respective unit shall be a fractional or percentage interest. The undivided interest established and to be conveyed with the respective units cannot be changed, and Declarant, its successors, assigns and grantees covenant and agree that the interest in the Common Area and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed or encumbered even though the description in the instrument of conveyance or encumbrance may refer only to fee title to the unit.

4.11 Condominium.

Each unit, together with the respective undivided interest in the Common Areas and the right of use in the Restricted Common Areas specified and established herein, is defined as a "condominium" and the ownership of each condominium shall include a unit, such undivided interest in the Common Areas, and such right of use in the Restricted Common Areas.

4.12 OWNER'S PERCENTAGE INTEREST IN COMMON AREAS AND PROPORTIONATE SHARE IN RECEIPTS AND EXPENSES.

Each Owner's percentage interest in the Common Areas and proportionate share in the receipts and expenses of the Common Areas (hereinafter sometimes referred to as "Percentage Interest" or "Proportionate Share").

ARTICLE V

MANAGEMENT OF PROJECT

The common business, affairs and management of the Project shall be conducted by the Association, as provided in this Declaration and the By-Laws.

5.1 Membership in the Association.

(a) An Owner of a condominium shall automatically, upon becoming the record Owner thereof, be a Member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

(b) The Owners of all the condominiums covenant and agree that the administration of the Project shall be in accordance with the provisions of the Declaration and the By-Laws and articles. In the event that any of the matters in the By-Laws or articles are in any way inconsistent with any matters in this Declaration, then any such matters in this Declaration shall prevail.

(c) Each Owner, tenant or occupant of a condominium shall comply with the provisions of this Declaration, Articles, the By-Laws, Rules and Regulations and resolutions of the Association, or its duly authorized representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief.

(d) The membership in the Association held by any condominium Owner shall not be transferred, pledged or alienated in any way, except that such membership may be (i) pledged to a lending institution as additional security for a loan which is also secured by the condominium, or (ii) transferred upon the transfer of such condominium. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any condominium shall fail or refuse to transfer the membership registered in his name to the transferee of such condominium, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the transferee, and thereupon the old certificate outstanding in the name of transferor shall be null and void as though the same had been surrendered. A membership shall survive the death of a Member and may be transferred in the manner herein provided.

5.2 Powers, Rights and Duties of the Association.

(a) The Association shall have the following powers, rights, and duties in addition to those provided elsewhere in this Declaration and those adopted in its By-Laws and Rules and Regulations and Articles:

(1) To enforce the provisions of this Declaration.

(2) To pay taxes, special assessments and other liabilities which are or would become a lien on the Common Areas, or any portion thereof, unless such lien encumbers an undivided interest in the Common Areas as a part of a condominium and is solely the obligation of the Owner of such Condominium.

(3) To levy assessments and to perfect and enforce liens as hereinafter provided.

(4) To make reasonable Rules and Regulations for the operation and use of the Project and to amend them from time to time, provided that any Rule or Regulation may be amended or repealed by an instrument in writing signed by the Owners of a majority of the condominiums.

(b) Whenever this Declaration or the By-Laws require the approval or consent of the Association, said approval or consent shall mean the written approval of the Board unless otherwise provided by this Declaration or the By-Laws.

5.3 Maintenance, Repairs and Alterations.

Notwithstanding the existence of any insurance covering a condominium Owner, the Association, or both, against loss, damage and destruction, the Association and each Owner shall have the affirmative obligations for maintenance, repair and restoration as set forth herein.

(a) Maintenance and Repair of Common Areas.

Except as otherwise expressly provided herein, the Association shall maintain the Common Areas, and such maintenance shall include, but not be limited to, mowing and care of lawns and other landscaping, replanting or redesigning of the landscaped areas, and repairing the exterior of the Project's building structure. No Owner shall do anything which would interfere with the Association's maintenance of the landscaped areas, and exterior of the Project's Structure. The cost of such maintenance shall be assessed in accordance with Sections, except that the cost of any such maintenance, repair or replacement which results from the negligence or willfulness of a particular Owner, his guest, or any occupant of his unit, shall be added to that Owner's regular monthly assessment and shall be an assessment lien and obligation of such Owner as provided in Sections.

(b) Damage to Interiors of Units.

(1) Should the windows, doors, or interior of any unit or any part thereof not part of the Common Areas be damaged or destroyed by any cause, the Owner whose unit is damaged or destroyed shall, at his own cost and expense, repair and restore the same or cause the same to be repaired and restored substantially in accordance with the original plans and specifications for the unit. All such repair and restoration work and the plans and specifications therefore shall be done and approved in accordance with all applicable laws, ordinances, regulations and building codes.

(2) Should the windows, doors, or interior of more than one unit or any parts thereof not part of the Common Areas, be damaged or destroyed by any common means, the Owners of each of the units shall bear their proportionate cost of the work performed to repair, rehabilitate, and restore the same. In the event of a dispute between the responsible parties as to the apportionment of such costs, the Association shall fix and apportion them to and between the responsible parties and the determination of the Association shall be conclusive and binding.

(c) Maintenance and Repair of Interior of Units.

Each Owner shall maintain his unit, at his own cost and expense, in good order and repair in accordance with the original plans and specifications for the unit, and shall not do or permit or suffer anything to be done in such unit which will or may have a tendency to decrease the attractiveness or value of the Project or the other units therein. Each Owner's obligation to maintain and repair his unit shall include, but not be limited to normal household, kitchen, plumbing, electrical and utility maintenance and repair, including the maintenance and repair of outlets, appliances, devices, equipment and fixtures which are within said Owner's unit and service only his unit or which are designated and assigned to his unit in the Condominium Plan.

(d) Air Conditioner and Heater.

Each Owner shall be responsible, at his sole cost, and expense, for the maintenance and repair of any air conditioning or heating appliance, compressor or similar device which is designated or assigned to an Owner's unit or which services only such Owner's unit; and if such appliance, compressor or device becomes worn out beyond repair, such Owner shall replace said device, at his sole cost and expense, with a device of comparable size and quality as approved by the Association. Said Owner shall be responsible, at his sole cost and expense, for restoring the Common Area surrounding said appliance, compressor or device to its condition prior to any repair or replacement thereof.

(e) Restricted Common Area Maintenance.

Each Owner shall keep the interior and floor surfaces of the parking and storage space or spaces designated for his exclusive use, in a reasonably sanitary and clean condition.

(f) Failure of Owner to Repair or Maintain

In the event an Owner shall have failed for a period of sixty days to maintain, repair, restore and/or rebuild his unit or restricted Common Area, as required by Section, the Association shall have the right, through its officers, agents and employees to maintain, repair, restore and/or rebuild the same, and the Association may assess the costs thereof as an assessment upon the condominium of the Owner whose unit or Restricted Common Area was so repaired, maintained, restored and/or rebuilt.

(g) Right of Entry.

The Association, through its duly authorized officers, agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any unit at reasonable hours for the purpose of exercising its rights or performing its duties under this Declaration. To the extent reasonably necessary for the performance of his duties under this Section, each Owner, upon obtaining written approval from the Board, shall have a right to enter the Common Areas and/or other units at reasonable times and after reasonable notice to the unit Owner or Association, as the case may be. Thus, the Project is subject to easements for repair, maintenance and restoration, as set forth in the preceding sentences; provided, however, that any person (including the Association) who exercises said right shall be responsible for restoring the easement area so used to its condition prior to such use.

ARTICLE IV

ASSESSMENTS AND LIEN

6.1 Each Owner's share ("Assessment Share") in the common expenses of the Association shall be equal to the fractional or percentage interest for unit owned by such Owner. The Assessment Share attributable to each unit shall not be changed without the prior written approval of at least seventy-five percent (75%) of all first Mortgagees of units.

6.2 Each Owner, including Declarant shall be subject to the following assessments in amounts to be determined by the Board:

(a) Regular monthly maintenance assessments equal to the Owner's Assessment Share of the actual or estimated cost of all maintenance, repairs, taxes, insurance and other common expenses for which the Association is responsible. Such monthly assessments shall commence as to all units as of the first of the month following the close of escrow for the sale of the first unit;

(b) Adequate reserves for replacement, whether by capital contribution or otherwise, which reserves shall be amortized and collected monthly on the same basis as for regular assessments.

6.3 Each Owner shall pay all assessments levied upon his condominium (whether pursuant to this or any other provision hereof) to the Association within ten(10) days of the mailing or delivery of an invoice for the same to said Owner. The Association may, in addition to said assessments, charge and assess costs (including reasonable attorney's fees) and penalties and interest for the late payment or

non payment thereof. No Owner of a condominium may exempt himself from liability for his share of assessments and costs by waiving the use or enjoyment of any of the Common Areas or by abandoning the unit.

6.4 If not paid within thirty (30) days from the date said assessments are due, such assessments (including late or non-payment charges) shall become a lien upon the Owner's condominium and shall continue to be such a lien until fully paid and shall also be the personal obligation of the Owner of the condominium at the time the assessment fell due, subject to the following conditions:

6.5 The Association is hereby vested with the right and power to bring, at its option, any and all actions against the Owners for the collection of assessments which are not paid when due, and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens including, without limitation, the right to bring a personal action against the Owner on such debt, the right to foreclose such lien in a method provided by law for foreclosure of a Mortgage, and the right to sell by public or private sale the Owner's interest, which may be enforced by the Association, its attorney, or other person authorized to bring such action or make such sale.

ARTICLE VII

INSURANCE

The Association, shall acquire the following insurance policies for the benefit of the units and Owners:

7.1 Casualty

A policy or policies of insurance for the full insurable replacement value, without deduction for depreciation, of all of the Project improvements located thereon, for the interest of and naming as insured the Association for the use and benefit of the Owners, as their interests may appear. In any event, the amount of coverage shall be sufficient so that insurance proceeds from a covered loss shall provide at least the lesser of: (i) the full amount of the covered damage or loss; or (ii) compensation to the first Mortgagee of each unit equal to the full unpaid balance of the Mortgage. Such policy or policies shall:

(a) Provide coverage against the perils of fire, extended coverage, vandalism and malicious mischief, as minimum requirements; and if required by the Secretary of House.

(b) Provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees, of each unit, as their interests may appear;

(c) Provide for 30 days' prior written notice to such Mortgagee or Mortgagees of cancellation or reduction in type or amount of coverage, or such other notification as may be required by the Mortgagee or Mortgagees;

7.2 Public Liability.

A policy insuring the Association, its officers, the Board and Owners against any liability, to the public or to the Owners, their guest, invitees, or tenants, incident to the ownership or use of the Project. Limits of liability under such policy or policies of insurance shall not be less than a combined limit of one million dollars (\$1,000,000.00). Said policy or policies shall contain severability of interest endorsements which shall preclude the insurer from denying the claim of named insureds because of any neglect or other act or omission of another named insured.

ARTICLE VIII

COVENANTS AND RESTRICTIONS REGARDING USE

8.1 Except as provided in paragraph 11 of this Section VIII (respecting Declarant's use of the Project), the Project shall be used solely for residential use and each condominium shall be used solely for Single Family residential use.

8.2 No Owner shall keep an animal in fowl unless he first obtains the written permission of the Associates.

8.3 The Project's parking spaces shall be used solely for parking passenger vehicles, unless written approval is otherwise obtained by the Association.

8.4 No Owner, tenant or other occupant of the Project shall post any advertisement, signs, flags, banners or posters of any kind for public display, provided that with the prior written approval of the Board as to size, type, color, style and location, a sign of customary and reasonable dimension may be posted to advertise a unit for sale or lease. This restriction shall neither apply to nor limit the right of Declarant to display or have displayed signs, posters, banners, flags and similar items advertising the sale or lease of the Project or units therein. The Board shall have the right to remove an item displayed in violation of this Section.

8.5 No unit or other part of the Project shall be used in such manner as to unreasonably obstruct or interfere with the enjoyment of other residents or to annoy them by unreasonable noises or otherwise; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur, or any noxious or offensive activity be carried on within the Project.

8.6 No Owner, resident or lessee shall install wiring on the exterior of the building of the Project or wiring which protrudes through the walls or the roof of the building for electrical or telephone installations, televisions antennae, air conditioning units or any other machines or equipment; except as authorized by the Association.

8.7 Except as otherwise provided in this Declaration, there shall be no obstruction of the Common Area, nor shall anything be kept or stored in the Common Areas (except for designated storage areas) nor shall anything be altered, constructed or planted in, or removed from the Common Areas, without the prior written consent of the Association.

8.8 No Owner shall permit anything to be done or kept in his unit or in the Common Areas which will result in any increase of the Association's insurance premiums or the cancellation of insurance on any part of the Project, or which would be in violation of any law. No waste shall be committed in the Common Areas.

8.9 No Owner shall cause or permit anything to be placed on the outside walls of his unit. No sign, awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to or placed upon the exterior walls, or roof of the Project's Structure or any part thereof, without the prior written consent of the Association.

8.10 The Common Areas shall be kept free of rubbish, debris and other unsightly or unsanitary materials.

8.11 Until Declarant has completed all of the contemplated improvements and closed the sales of all of the condominiums, neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the condominiums. For a period of three years after the date this Declaration is recorded, Declarant and its authorized agents and assigns may make such use of the unsold units and of the Common Areas as may facilitate completion and sale, including, but not limited to, maintenance of model homes and sales and construction offices, and the showing of the Project and the units therein; provided, however, that Declarant shall not unreasonably interfere with any Owner's use and enjoyment of the Project.

8.12 No Owner or lessee, except for Declarant, shall make, or cause to be made, any alteration, repair or addition to his unit which would substantially affect the exterior appearance thereof or create a risk of harm to the Project, or impair any easement, without the prior written approval of the plans and specifications therefore by the Board. If the Board

fails to approve or disapprove plans and specifications within sixty (60) days of submission, they shall be deemed to be approved.

8.13 All Owners, lessees, guests and occupants of units shall abide by this Declaration, the By-Laws, and any Rules and Regulations adopted by the Association.

ARTICLE IX

NOTICE OF TRANSFER

Upon the lease, sale or other transfer of a condominium, either the Owner who transfers the condominium or the transferee shall promptly notify the Association in writing of the name and address of the transferee, the nature of the transfer and the unit involved, as well as such other information relative to the transfer and the transferee as the Association may reasonably request.

ARTICLE X

DESTRUCTION OF PROJECT

The Association shall adopt reasonable Rules and Regulations for the reconstruction of damaged portion of the Common Area. In the event insurance proceeds are insufficient to repair or reconstruct than the Association may levy a special assessment to cover such costs.

ARTICLE XI

AMENDMENT

This declaration maybe Amended by the written approval of at least 75% of the members of the Association. Such Amendment shall become effective when recorded in the office of the County Recorder of Douglas County.

ARTICLE XII

RIGHTS OF MORTGAGEE'S AND TRUST DEED BENEFICIARY

No breach of this Declaration shall defeat or render invalid the lien of any first mortgage or first deed of trust made in good faith and for value. However, each and all of the provisions hereof shall be binding upon and effective against any owner whose title thereto is acquired by or through trustee's sale or foreclosure of a first mortgage or first deed of trust. The breach of any of the provisions hereof may be enjoined, abated,

or reviewed by appropriate proceedings, notwithstanding the lien or existence of any such mortgage.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Enforcement and Nonwaiver.

(a) Right of Enforcement: Except as otherwise provided herein, Declarant, the County of Douglas, Nevada, and any owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by these restrictions upon the owners or upon any of the Property; provided, however, nothing herein shall be construed as creating a third party beneficiary contract in favor of parties who are not owners of property subject hereto.

(b) Violations and Nuisance: Every act or omission whereby a covenant, condition or restriction of these restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, or any owner.

(c) Violation of Law: Any violation of any state, municipal or local law, ordinance or regulations pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

(d) Remedies Cumulative: Each remedy provided by these restrictions is cumulative and not exclusive.

(e) Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in these restrictions shall not constitute a waiver of any right to enforce any such provisions or any other provisions of said restrictions.

13.2 Construction and Severability; Singular and Plural; Titles.

(a) Restrictions Construed Together: All of the covenants, conditions and restrictions of these restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of this Declaration.

(b) Restrictions Severable: Notwithstanding the provisions of subparagraph (a) above, the covenants, conditions and restrictions of these restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Singular Includes Plural: The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

(d) Captions: All captions or titles used in these restrictions are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of said restrictions.

IN WITNESS WHEREOF, the undersigned, hereunto set his hand and seal the day and year first hereinabove written.

HOJI NEVADA CORPORATION
A NEVADA CORPORATION

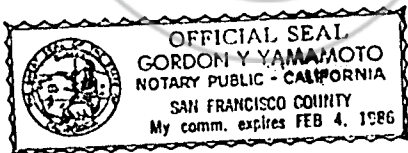
By Eiji Watanabe
Eiji Watanabe

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On July 19, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Eiji Watanabe, known to me to be the Vice president of the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Gordon Y. Yamamoto
NOTARY PUBLIC

69755

COPY

REQUESTED BY

Lester H. Pearson

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$ 20.00 pd.

1982 JUL 29 AM 10:44

SUZANNE BEAUGREAU
RECORDER

Carol J. Ely
Dep.

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