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✓ Coit Enterprises, Inc.  
c/o Edwin A. Ricks  
462 Court St.  
Reno, NV 89501

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When Recorded Return To:

COIT ENTERPRISES, INC.  
c/o EDWIN A. RICKS  
462 Court Street  
Reno, Nevada 89501

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Declaration is made this 22nd day of November, 1993  
by COIT ENTERPRISES, INC., a Nevada corporation, hereafter referred  
to as "Declarant".

**W I T N E S S E T H:**

Whereas, Declarant is the owner of certain real property in  
the County of Douglas, State of Nevada, as more particularly  
described in Exhibit "A" attached hereto and incorporated herein by  
this reference ("the Subdivision").

**ARTICLE I**

**PURPOSE AND BINDING EFFECT**

1. Declarant, as owner of all parcels in the Subdivision,  
hereby certifies and declares that it establishes a general and  
integrated plan for the improvement and development of the parcel,  
and further establishes these restrictions, covenants and  
conditions upon and subject to which all the parcels and portions  
of parcels shall be improved, sold or conveyed, each and all of  
which are for the benefit of each parcel and owner of land in the  
Subdivision or any interest therein and shall inure to and pass  
with each and every parcel and shall be a burden upon each parcel  
sold and bind the respective successors in interest of the present  
owner or owners thereof, and are imposed upon each and every other  
parcel therein as a servitude in favor of each and every other  
parcel or parcels.

2. The purpose of this Declaration is to insure the use of  
the property for attractive residential purposes only, to prevent  
nuisances, to prevent the impairment of the attractiveness of the  
property, to maintain the desired tone of the community, and  
thereby to secure to each subsequent parcel owner the full benefit  
and enjoyment of his home, with no greater restriction upon the  
free and undisturbed use of his parcel than is necessary to insure  
the same advantages to the other parcel owners. Anything  
reasonably tending to detract from the attractiveness and value of  
the property for residence purposes is contrary to the intent of  
this Declaration.

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3. Declarant hereby declares and covenants for itself, and its heirs, executors, administrators, assigns or successors in interest that all parcels or portions of the Subdivision which may be hereinafter sold, leased, transferred or conveyed in any way, by operation of law or otherwise, shall be and remain subject to the covenants, conditions and restrictions herein set forth. This Declaration constitutes covenants running with the land, and all successive owners shall have the same right to invoke and enforce its provisions as the Declarant.

## ARTICLE II

### ARCHITECTURAL CONTROLS AND ARCHITECTURAL COMMITTEE

1. Written Approval of Plans. Before commencing any building operations, written approval must be obtained from the Architectural Committee established herein (hereinafter referred to as "the Committee") covering building and plot plans for all structures erected, altered, renovated, remodeled, placed, assembled, or permitted to remain on any parcel in the Subdivision, including garages, walks, ditches and fences; except, however, that approval of the Committee shall not be required for building operations conducted by Declarant, its successors and assigns. The approval of said Committee shall include style, design, appearance, harmony of external design, building materials, location of the proposed structure on the parcel, finished grade and elevations. No approval shall be construed as modifying, altering, or waiving any of the provisions herein set out unless a variance is issued by the Committee or established by law.

2. No Liability. Neither Declarant, nor the Committee, nor any member thereof shall be held responsible, or liable in any manner whatsoever, to any owner of a parcel in the Subdivision or any third party for any loss or damage due to design concepts, aesthetics, errors or defects, patent or latent, shown, omitted, or added on any plans or specifications upon which it may pass, or any buildings or structures erected therefrom.

3. Membership And Address. Three persons appointed by Declarant shall comprise the Committee for a 20 year period next following the recordation of this Declaration, at which time their terms shall expire and new members shall be elected by a majority of the owners of the parcels in said tract, which election (and future elections) shall be publicly recorded as an addendum to this Declaration. Each owner of a parcel shall have one vote for the parcel. Two or more owners of a parcel must agree to cast a vote. Upon such an election by owners, terms of the elected Committee members shall be three years in duration, commencing initially on the day next following conclusion of the aforementioned twenty year period. The office of the Committee shall be 462 Court Street, Reno, Nevada 89501. Unless another address is established by the Committee, all plans and specifications, correspondence and other documents shall be mailed or delivered to the office of the Committee.

4. Appointment Of Committee Members. Declarant hereby appoints as initial members of the Committee:

Edwin A. Ricks  
462 Court Street  
Reno, NV 89501

Norris Coit  
1210 1/2 Humbolt Street  
Reno, NV 89509

Declarant shall appoint the third member prior to the time the Committee first approves building or plot plans.

5. Death Or Removal. In the event of death, resignation, incapacity, failure to fill a vacancy or unwillingness to act of any member of the Committee, the remaining members shall have full authority to designate a successor, subject to approval of Declarant, which approval may be withheld in Declarant's sole discretion. Declarant may remove its appointees to the Committee at any time and replace them, and Declarant may by notice to the parcel owners declare the terms of its appointees expired at any time, in which event the election by owners described in Section 3 of this Article shall take place.

6. Time of Decision. The decision of a majority of the Committee, or of a representative appointed by the majority thereof, acting in good faith in its sole discretion, upon any matters submitted or referred to it, shall be final; provided, however, that such decision may not violate any of the provisions set out in this Declaration. It is further provided that if no rejection shall have been sent by the Committee to an applicant within 30 days from the date of receipt of a submittal such inaction shall be deemed approval. Any decision or approval by the Committee shall not relieve an applicant or owner from complying with any requirement of a public authority having jurisdiction, and shall not constitute any representation or guaranty by the Committee or a member thereof of compliance of the submitted matter with any statute, ordinance, or regulation pertaining thereto.

7. Compensation And Filing Fee. Members of the Committee may be compensated by reasonable fees charged for Committee services to those requesting actions by the Committee. The initial filing fee for the plans specified in Section 8, hereof is \$100.00, however, this fee may be increased by the Committee to reflect the actual cost or reasonable fees for members' services. Other and additional fees may be charged.

8. No Improvements Without Approval. No building, garage, driveway, outbuilding, barn, paddock, corral, shed, walkway, satellite dish, fence, wall, retaining wall, drainage ditch or system, or any other structure shall be commenced, erected, placed or altered on any parcel in this Subdivision until four complete sets of the building plans and specifications thereof, including front, side and rear elevations, color schemes, building materials, grading plans indicating existing and finished grade, landscaping plans and parcel plans indicating and fixing the exact location of such structure or structures on the building site or parcel, indicating topography and finished ground elevations, have been

submitted to and approved in writing as to conformity and harmony of external design with the existing structures or general scheme of the Subdivision, and as to location of the building with respect to topography and finished ground elevations, by the Committee.

9. No Inspection Required. No inspection of construction for which plans and specifications have been approved by the Committee shall be required of the Committee. However, any member of the Committee has the right at all reasonable times and places to enter on a parcel and inspect any structure for purposes of compliance with approved plans and specifications.

10. Conformance To Plans Required. After any plans and specifications and other data submitted have been approved by the Committee, no structure of any kind shall be erected, constructed, placed, altered, or maintained upon a parcel unless the same shall be erected, constructed, or altered in conformity with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee. If any structure of any kind shall be erected, constructed, placed, altered, or maintained on a parcel other than in accordance with the plans and specifications, color scheme and plot plan theretofore approved by the Committee, such erection, construction, placing, alterations and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained.

11. Plan Guidelines. The following noninclusive list of guidelines will be considered by the Committee in evaluating each submittal of plans and specifications:

- a. Victorian structures are preferred.
- b. Natural materials, instead of manufactured rock or manufactured stone, are preferred.
- c. Masonite or T-111 siding will not be approved, except for special application, such as ship lap siding.
- d. No vinyl siding will be approved except in special applications such as ship lap siding.
- e. Any quality roofing material will be considered, except spanish tile and composition or metal roofs, which will not be approved except in special applications.
- f. No garish or bright colors will be approved. Colors will be carefully scrutinized.

12. Landscaping Plans. A landscaping plan showing type and location of all landscape material, plant materials and irrigation systems shall be presented to the Committee for approval either prior to the commencement of construction of an owner-built home or prior to the close of escrow transferring the property to a home buyer in the case of a contractor-built home produced for sale to the general public. Landscaping as shown on the approved

landscaping plan must be completed within twelve (12) months from the date of approval of the landscaping plan. Said landscaping shall be maintained in a neat and orderly condition at all times after installation so as to present a pleasing appearance. All dead or diseased plant material shall be promptly replaced.

### ARTICLE III

#### PROPERTY USAGE

1. Declarant Easement. Easements upon each parcel which are ten (10) feet from all parcel boundary lines are hereby specifically reserved by Declarant for the benefit of the Declarant or its assigns for utility or quasi-utility service and uses, to accommodate, without limitation, sewers, drainage systems, poles, wires, as well as piping and conduit or similar pathways for lighting, power, irrigation ditches, television, telephone, cable TV, water, gas, and other communication techniques or devices. Within these easements, no structure, vegetation, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may be in violation of any ordinance or resolution of a governmental agency, or which may change the direction of flow of drainage channels in the easements or may obstruct or retard the flow of water through such channels; provided, however, that an owner may install property line vegetation, fencing or walls subject to removal or destruction at owner's risk and expense if necessary to accommodate the maintenance purposes of this paragraph. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a public authority or utility company may be responsible to maintain. No portion of this paragraph may be enforced by any person or entity other than the Declarant or Declarant's assign.

2. Single-Family Only. Only single-family dwelling units used solely for residential purposes, including private garages used in connection with said residences, together with guest or servants' quarters and other outbuildings, only as expressly provided hereinafter, shall be permitted.

3. No Business Use. No business or commercial enterprise shall be performed or conducted upon any parcel or within any dwelling or outbuilding within the subdivision.

4. No Temporary Structures. No temporary structure of any form or type, including self-contained camper trailer units, shall be permitted as a dwelling unit on any parcel. No garage or outbuilding shall be constructed before commencing construction of the main dwelling unit, and further, no trailer, garage, basement, outbuilding or other structure other than the completed main dwelling unit shall be used for temporary or permanent living quarters, except as provided herein. No plastic covering or tent,

if visible from any roadway, is permitted on any parcel for a period longer than 14 days, except coverings for hay.

5. No Group Homes. No residence in the Subdivision may be used for a public boarding house, home for a group of unrelated persons operated by a public or private institution, sanitarium, hospital, asylum, or institution of any kindred nature, or any use not permitted by local law.

6. Corner Parcel View Obstruction. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above the roadways shall be placed or permitted to remain on any corner parcel within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a round property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any parcel within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. Access For Slope And Drainage Maintenance. Each owner of a parcel agrees that he will permit free access by owners of adjacent or adjoining parcels to slopes or drainageways located on his property which affect said adjacent or adjoining parcels, when such access is reasonably necessary for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage facilities for the protection and use of property other than the parcel on which the slope or drainageway is located.

8. No Interference With Drainage. Each owner of a parcel agrees that he will accept the burden of, and not in any way interfere with, the established drainage pattern over his parcel from adjoining or other parcels in the Subdivision, or, in the event it is necessary to change the established drainage, that he will make adequate provisions for proper drainage over his parcel. No structure or other material shall be placed or permitted to remain which may damage, interfere with, obstruct, or retard the flow of water through drainage channels, or which may change the direction of flow of such channels. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of a parcel, including, if applicable, the landscaping of each parcel.

9. Slope Stabilization. Each owner of a parcel agrees that in the event any slopes located on his parcel have been planted to comply with FHA, VA, or local government requirements for stabilization of said slope or slopes, the owner shall adequately water and continuously maintain said slope or slopes.

10. Landscaping Required. Each owner of a parcel agrees to install landscaping on his parcel and to keep and maintain it so as

to prevent erosion and to present an attractive and pleasing appearance at all times.

11. Variances. The Committee may, in its sole discretion, grant variances to the provisions over which it exercises the power of approval. No variance granted shall constitute a waiver or restrict enforcement of any unaffected provision hereof, or constitute a precedent for granting another variance.

12. Maintenance Of Fences And Walls. Each owner of a parcel upon which all or a portion of a wall or fence may be located, agrees at all times to maintain, paint or repair said wall or fence.

13. Animal Restrictions. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, maintained or kept on any parcel within the Subdivision for sale or commercial purposes. Only such horses, lamas, cattle, sheep, rabbits, goats, fowl or other livestock as are for personal use may be kept on any parcel, and which do not interfere with the safety, health, convenience or comfort of the occupants or owners of any other parcels. However, livestock, horses, cattle and sheep which are raised in connection with a 4-H club project or similar organization may be kept in the Subdivision. Under no circumstances, whether in connection with such a 4-H project, personal use, or otherwise, shall any pigs be kept or maintained on any parcel at any time for any purpose. Owners shall not allow their property to be overgrazed so as to destroy ground cover. This section is not meant to apply to small household pets which are customarily kept within the house.

14. Setbacks. No building or structure shall be located on any parcel nearer than:

- a. Twenty (20) feet to any side parcel line;
- b. Thirty (30) feet to any rear parcel line;
- c. Eighty (80) feet to any front parcel line;
- d. Regardless of the foregoing, wherever the rear or side parcel line of one parcel forms the rear or side parcel line of another parcel, no barn or other structure for use by animals or fowl may be erected on such parcel within forty (40) feet of such adjoining rear or side parcel line, and any barn or structure for use by animals or fowl shall only be permissible on the rear one-third (1/3) of any parcel;
- e. No such structure for fowl or other animals may be erected on any part of any parcel except behind the principal dwelling unit; and

- f. No portion of any structure shall be built on any part of any drainage easement without the specific prior written approval of the Committee.

15. Waiver Of Opposition To Improvement Districts. To promote public health and sanitation, no occupant or owners, their heirs, successors and assigns, shall in any way oppose directly or indirectly, the establishment of a sewer, water, or general improvement district, or other assessment district.

16. Connection To Water And Sewer Systems. In the event of the installation of a general domestic water supply system or a general domestic sewage disposal system, all parcel owners, their heirs, successors and assigns, shall forthwith join in such improvement district or assessment district and connect their property with the domestic water supply system or sewage disposal system.

17. Completion Of Construction. Upon commencement of construction of any dwelling unit within the Subdivision, all reasonable speed and diligence shall be employed by the owner to complete said construction, and in any case the construction of all structures shall be completed within twelve (12) months of commencement.

18. New Structures Only. No existing, used, constructed, or partially constructed structure of any type or nature shall be moved from another place to the Subdivision for any purpose whatsoever.

19. Square Footage Minimums. Unless a smaller structure is approved by the Committee, no principal residential dwelling shall be constructed or maintained upon any parcel or parcel which shall have a total floor area of less than 2,000 square feet, exclusive of porches, patios, attached and detached garages, outbuildings, breezeways or walks; and detached "servants' quarters" and "guest quarters", as defined below, shall have a ground floor area of not more than 1,500 square feet, and such servants' quarters and guest quarters cannot be occupied until the principal residential dwelling is completed and occupied.

20. Restriction On Number Of Dwellings. No building, structure or improvements shall be constructed, erected, altered, placed or permitted to remain on any parcel other than one (1) dwelling designed for principal residential occupation for not more than one (1) family, together with such related outbuildings and facilities pertinent to said single family residential use. The words "related outbuildings and facilities" shall include one additional dwelling for servants' quarters to be occupied only by persons performing compensated services for the parcel owners or occupants and guest quarters to be occupied only by non-paying family guests, and animal facilities for sheltering and holding animals. Such out-buildings shall not be rented to the general public.

21. Sewage Disposal System Required. No structure erected upon any parcel in this Subdivision shall be occupied for residence purposes until the same shall be provided with a sewage disposal system consisting of an individual septic tank or other equally sanitary structure for the storage or disposal of sewage, constructed, located, and connected with a disposal field, in a manner first approved in writing by the appropriate State or County health authority, or such other approval as may be required by law.

22. No Water Pollution. No use on any of the property described herein shall be allowed which in any manner or for any purpose would result in the drainage or dumping of any refuse, sewage or other material which might tend to pollute surface or subterranean waters.

23. Irrigation And Drainage Easement. An easement is hereby reserved to enable the free and unobstructed flow of irrigation and drainage water upon all parcels according to the surface water rights appurtenant to each parcel. No structure on an upstream parcel shall be constructed which impedes or interferes with irrigation or drainage in accordance with applicable water rights on a downstream parcel. No upstream parcel owner shall alter the place a main water distribution ditch exits his parcel without the express written consent of the adjacent downstream parcel owner affected by the alteration.

24. Restriction On Ditch Flow Changes. No parcel owner shall be permitted to change the location, size or depth of any irrigation ditches or drainage ditches serving said parcels or parcels nor shall the owner of any parcel in the Subdivision be permitted to change the natural flow of water over any parcel or parcel, except with the written permission of immediate affected downstream parcel owner, or, in an emergency, for the purpose of protecting structures from damage.

25. No Garbage. No garbage, refuse, rubbish or obnoxious or offensive material shall be permitted to accumulate on any parcels, and owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice.

26. Repair Of Damaged Structures. No building or garage damaged by fire or otherwise damaged so that it becomes unsightly shall be permitted to remain on any parcel. Such structures shall either be promptly rebuilt, refinished, or torn down and removed, and in no case shall the unsightly damage remain longer than six (6) months. Any tear down or removal must have Committee approval.

27. Nuisances. No use of any parcel or structure subject to this Declaration shall annoy or adversely affect the use, value, occupation, and enjoyment of any adjoining parcel or of residences in the Subdivision in general. No noxious, offensive or disturbing activity of any kind shall be permitted.

28. Two Story Limitation. Construction of dwellings upon any parcel within the said Subdivision shall be limited to structures

of no more than two (2) stories. Said dwellings shall be constructed in accordance with the Uniform Building Code and the Douglas County Code (or other governmental code, if applicable).

29. Use Of Trailers During Construction. Notwithstanding any provisions to the contrary, a trailer may be used as a residence by a contractor or owner-builder during construction of a permanent residence or residences, however, said trailer must be removed within 14 days of completion of construction.

30. Dog Restrictions. Dogs are permitted off an owner's parcel only when accompanied by the owner or other responsible person. Under no circumstances shall dogs be permitted to run at large through the Subdivision. No more than three adult dogs are permitted to be raised, bred, maintained and kept on any parcel.

31. Excavation Restrictions. No excavating or drilling for minerals, stone, gravel, oil or other hydrocarbons, or earth shall be made upon any parcel other than excavation for necessary construction purposes relating to dwelling units, retaining and perimeter walls, landscaping, outbuildings and pools, agricultural purposes, contouring, shaping, fencing or generally improving any parcel.

32. Paints And Finishes. The exterior portions of all houses, buildings, and structures erected or constructed on a parcel shall have color mixed in the final construction application or shall be painted with a finish coat of varnish, stain or paint within thirty (30) days after completion or before occupancy. At no time will the exterior of any houses, building structures and fences be allowed to approach a state of aesthetic deterioration such that they become a visual nuisance. No bright or reflective colors or materials shall be permitted on roofs other than skylights and plates for the collection of solar energy.

33. Construction Uses. During construction of a structure, a parcel may be used for the storage of materials used in the construction of the individual buildings and for the contractor's temporary offices, including the use of chemical toilets concealed from view.

34. Storage Restrictions. The storage of tools, household effects, inoperable vehicles, machinery and machinery parts, empty or filled containers of trash or other materials, boxes or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from public view.

35. Trash Disposal. All occupants of parcels of property shall either subscribe to the solid waste collection service, or shall weekly transport all solid waste to a properly licensed dump site. Trash for collection may be placed at the street right-of-way line on regular collection days for a period of not to exceed twelve (12) hours prior to pick up. The dumping, burying or accumulating of solid waste on any parcel is forbidden.

36. Prohibition On Clothes Lines. No exterior clothes line shall be installed on any parcel, or any portion of the parcel, unless completely fenced in and concealed from view.

37. Sign Restrictions. No sign or billboard of any kind shall be displayed to the public view on any portion of any parcel, except:

- a. One sign per parcel of not more than eighteen (18) inches by twenty-four (24) inches advertising the property for sale or lease;
- b. Signs identifying the address or occupants of a residence; or
- c. Signs required by law or a determination by a governmental entity.

38. Garage Requirements. Every single family dwelling unit constructed shall have on the same parcel enough enclosed automobile storage space for at least three (3) automobiles. There shall be no parking of vehicles or trailers in a street, lane, thoroughfare, right-of-way or easement, whether public or private, for a period longer than 72 hours.

39. Fencing. No fence shall be more than six (6) feet in height. Side yard and rear yard fencing shall not be constructed closer to the front of the main dwelling or garage than fifteen (15) feet to the rear of the front face (elevation) of such dwelling or garage. Fencing material, textures and colors shall be subject to approval by the Committee. Fences shall not obstruct view from adjoining parcels. In the event the entire property is not fully and densely landscaped, side yard perimeter fencing may be required by the Committee to a point within one hundred (100) feet of the rear parcel line. Such rear one hundred (100) feet may also be fenced by post and rail, stock wire, chain link, pipe or a combination of these materials subject to the approval by the Committee at its sole discretion. Front fencing, in the front of the main dwelling, shall only be two rail landscape detail fencing. This fencing shall be allowed to identify parcel boundaries, however, such fencing shall not exceed three (3) feet in height above grade at any point and fencing posts shall not exceed four (4) feet in height.

40. Separation Of Ownerships. No parcel may be subject to a deed, conveyance, agreement or other document which would effect or cause a separation into different ownerships of surface and subsurface rights, or any portion thereof. Nothing herein shall prevent the dedication or conveyance of all or a portion of any parcel for use by the public utilities or as a street, in which event the remaining portion of said parcel shall for the purpose of this provision be treated as a whole parcel.

41. No Occupancy Without C Of O. No building, any part of which is designed for dwelling purposes, shall be in any manner

occupied while in the course of original construction or until it is completed and the building has received a certificate of occupancy from the applicable government agency.

42. No Violation Of Law. Nothing shall be permitted to occur on a parcel which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal entity.

43. Fire Control Maintenance. Each owner of a parcel shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the parcel.

44. Weeds. No brush, weeds, undergrowth, uncultivated, diseased or infected vegetation of any kind or character shall be placed or permitted to grow upon any parcel or portion thereof.

45. Wells. All domestic water wells on parcels shall be drilled and maintained in accordance with the state and local rules and regulations applicable thereto.

46. No Antennas. Radio transmitting and receiving antennas for short wave or ham radio installations shall not be installed on any parcel or parcel. Television antennas visible from the exterior of the house are not allowed.

47. Parcel Size And Land Use. Divisions of parcels, boundary line adjustments and reparceling are allowed, however, no parcel may be divided, subdivided or parcelled to a size less than 1.01 acre. The zoning and use of any of the parcels in the Subdivision may not be changed and amended to multiple residential use or commercial use.

48. Paved Surface Requirements. All driveways, walkways, parking areas and other areas of similar nature shall be surfaced with a suitable "all-weather" material within thirty (30) days of the completion of construction of the principal residence.

49. Parking And Storage Of Vehicles. Trailers, campers, boats, recreational vehicles, and motor vehicles, whether they are operative, under repair, junk, inoperative or unlicensed, and other similar type objects shall not be parked on streets, alleys or other public thoroughfares longer than 72 hours. Storage of trailers, campers, boats, recreational vehicles, machinery and motor vehicles whether they are operative, under repair, junk, inoperative, or unlicensed, or other similar type objects, shall only be permitted on parcels if completely concealed or screened from public view by a fence, enclosure, other partition or approved plant material. This provision does not preclude operable passenger vehicles or trucks of up to one (1) ton in capacity which are routinely in use from being parked in private driveways. Only horse trailers need not be so fenced, screened or enclosed from public view, but must be parked behind the principal dwelling unit.

50. Satellite Dish Restrictions. Satellite dishes are permissible only if located on the back one-half (1/2) of any

parcel, and shall be screened in a manner approved by the Committee.

51. Irrigation Systems Required. Automatic sprinkler and irrigation systems shall be required for all landscaping except pastures. At least seventy (70) percent of all trees planted on a parcel shall be evergreens and at least seventy (70) percent of all other landscaping material, except lawn and ground cover, shall be evergreen.

#### ARTICLE IV

##### LIMITATION OF RESTRICTIONS

1. General. Declarant and any Successor Declarants may be undertaking the sales of parcels or the work of constructing improvements to the Subdivision or on parcels. The completion of such construction and the sale or other disposal of the parcels is essential to the establishment and welfare of the Subdivision as a residential community. The covenants contained in this Article III are personal to Declarant and any Successor Declarants.

2. Limitations on Restrictions. Nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, its contractors or subcontractors from doing, in the Subdivision or on any parcel, whatever is reasonably necessary or advisable in connection with the commencement or completion of the above described work;
- (b) Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part of the Subdivision such structures as may be reasonably necessary for the conduct of its business of completing the work, establishing the Subdivision as a residential community, and disposing of the parcels by sale, lease, or otherwise; and
- (c) Prevent Declarant from maintaining such signs on any part of the Subdivision owned by Declarant as may be necessary for the sale, lease, or disposition of parcels.

#### ARTICLE V

##### ROAD MAINTENANCE AND REPAIR

1. Committee To Levy Assessments. Until Foothill Meadows Court is dedicated to Douglas County and such dedication is accepted by the County, the Committee may levy assessments against each lot owner in the Subdivision for the purpose of maintaining

and repairing Foothill Meadows Court and drainage ditches adjacent to that street.

2. Authority To Enforce Assessments. In the event of the failure of an owner to pay any assessment within thirty (30) days after the due date the Committee shall have full power and authority to enforce compliance by law or in equity, including, without limitation, bringing: (a) an action for damages ; and (b) an action to enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an owner and the right to take possession of the lot of any owner. In the event the Committee shall employ an attorney to enforce any provisions of this Article V against any owner, the Committee shall be entitled to recover from the owner violating any such provision reasonable attorneys' fees and costs in addition to any other amounts as provided for herein. All sums payable hereunder by an owner shall bear interest at eighteen percent (18%) per annum from the due date. All enforcement powers of the Committee shall be cumulative. Each owner by accepting a deed shall be deemed to have covenanted and agreed that the Committee shall have all of the rights, powers and remedies set forth in this Article V and elsewhere in this Declaration. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

3. Enforcement by Lien. The Committee shall have a secured lien, in the nature of a mortgage or deed of trust with power of sale, on each lot as security for the prompt and faithful payment of any assessment within thirty (30) days after the due date, together with the payment of interest, costs of enforcement, including reasonable attorney's fees, in connection therewith. Provided, however, that as against any transferee, mortgagee or beneficiary of any owner's lot acquiring all or any interest in such owner's lot by deed of trust or mortgage given by such owner for valuable consideration and accepted by the transferee, mortgagee, or beneficiary without notice of default in the payment or performance secured, no such lien shall be effective to secure past-due payment or performance in default at the time of recording such deed of trust or mortgage, except to the extent that notice of default in the payment or performance of such deed of trust or mortgage, has been given at the time of recording such deed of trust or mortgages by the prior recording of a notice of lien recorded within the immediately preceding twenty-four (24) calendar months in the Office of the County Recorder of Douglas County, Nevada, which notice of lien describes the lot affected, sets forth the name of the record owner thereof and recites that the particular payment or performance is or may be in default and otherwise complies with the then existing provisions of Nevada Revised Statutes 278A.150. Such lien may be enforced by sale by the Declarant, its successors or assigns, the owner or owners of a lot, or the Committee after failure of such owner to make the secured payment or performance, provided such sale is conducted in accordance with the provisions of Covenants Nos. 6,7 and 8 of Nevada Revised Statutes 107.030 and Nevada Revised Statutes 107.090

insofar as they are consistent with the provisions of Nevada Revised Statutes 278A.160. The purchaser at any foreclosure sale shall obtain title subject to the provisions of this Declaration. The Declarant, its successors or assigns, the owner and owners of a lot, or the Committee may bid at the foreclosure sale and may hold, lease, mortgage or convey any interest acquired at such sale. Unpaid assessments, including all late charges and interest which have accrued thereof, shall be paid from any judgment rendered against the defaulting owner.

4. Subordination to Certain Mortgages. The lien provided for herein shall be prior to all encumbrances made by an owner or imposed by legal process upon any owner except taxes, bonds, assessments and other levies, which by law are prior thereto, whether the notice of lien is recorded prior or subsequent to any such encumbrances. However, the lien provided for herein shall be subordinate to the lien of any first mortgage or other first encumbrance made in good faith and for value and recorded in the Office of the County Recorder of Douglas County, Nevada, prior to the recordation of a notice of lien hereunder (the "Prior Mortgage"). The sale or transfer of any lot shall not defeat or affect the lien provided for herein; provided, however, that the sale or transfer of any lot subject to a Prior Mortgage pursuant to a foreclosure or exercise of a power of sale under such Prior Mortgage shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot or the purchaser thereof from liability for any payment or performance thereafter becoming due or from the lien thereof.

5. Specific Enforcement Powers.

- (a) Notice of Creation of Assessment Lien. When the owner of a lot fails to pay an assessment within thirty (30) days after the due date, a Notice of Assessment may be filed of record against the lot of the delinquent owner, but not before the Committee, or a person designated by the Committee shall have first delivered to said defaulting owner, not less than fifteen (15) days prior to the recordation of such Notice of Assessment, a written Notice of Default and a demand upon the defaulting owner to cure same within said fifteen (15) day period.
- (b) Homestead Waiver. Each owner does hereby waive, to the extent of any liens created as a result of a default in payment of an assessment, the benefit of any homestead or exemption law in effect at the time any assessment becomes delinquent or any lien is imposed, pursuant to the terms hereof.
- (c) Curing of Default. Upon the timely payment or other satisfaction of all delinquent assessments set forth in the Notice of Assessment filed and

recorded in accordance with this Article, and all other assessments which have become due and payable with respect to the lot as to which such Notice of Assessment was filed and recorded, following the date of such recordation, together with all costs (including reasonable attorney fees) and all late charges and interest which have accrued thereof, the Committee shall file and record a satisfaction and release of the lien created by the Notice of Assessment. A fee of fifty dollars (\$50.00) covering the costs of preparation and recordation shall be paid to the Committee prior to such action. The satisfaction of the lien created by the Notice of Assessment, shall be executed by the Committee or by any authorized representative of the Committee. For the purposes of this paragraph, the term "costs", shall include costs and expenses actually incurred or expended by the Committee in connection with the cost of preparation and recordation of the Notice of Assessment and in efforts to collect the delinquent assessments secured by the lien and a reasonable sum for attorney fees. The \$50.00 fee shall be in addition to other charges and fees imposed by the terms of this Article.

6. Rights of Committee - Waiver of Owners. Each owner, including Declarant, hereby vests in and delegates to the Committee or its duly authorized representatives, the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, or otherwise against any owner for the collection of delinquent assessments in accordance herewith and hereby expressly waives any objection to the enforcement in accordance with this Declaration of the obligation to pay assessments as set forth herein.

## ARTICLE VI

### GENERAL PROVISIONS

1. Enforcement. Except as specified in Article V, any Subdivision parcel owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by any parcel owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendment. This Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless at least the owners of not less than seventy-five percent (75%) of the parcels agree to terminate this Declaration, in which case a notice signed by the parcel owners must be executed and recorded. This Declaration may be amended by an instrument signed by at least the owners of not less than seventy-five percent (75%) of the parcels. Any amendment must be recorded or it has no effect. For purposes of this section, the signature of one of the owners, for a parcel with more than one owner, shall be deemed sufficient.

4. Liability. No parcel owner shall be deemed liable in any manner whatsoever to any other parcel owner or occupant in the Subdivision or to any third party for any claim, cause of action or alleged damages resulting from any waiver of or failure to enforce a provision hereof.

5. Effect On Mortgages. The breach of any provisions hereof shall not defeat, affect or render invalid the lien of any mortgages or deeds of trust made in good faith and for value upon any parcels or portions of parcels in the Subdivision, but these covenants, conditions and restrictions shall be binding upon and effective against any owner thereof whose title is acquired by foreclosure, trustee's sale or otherwise as to any subsequent breach. However, no right of reversion shall accrue by reason of the violation, breach or attempted violation or breach of any of the covenants, conditions or restrictions set forth herein.

6. Other Remedies. Nothing herein contained shall be constructed to prevent the application of any remedies by law or equity against a nuisance, public or private. The remedies herein shall be in addition to any other remedies provided by law or equity.

7. Nuisance. The result of every act or omission whereby any condition or restriction herein is violated, in whole or in part, is hereby declared to be and constitutes a nuisance. Every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by any parcel owner for the enforcement, or to restrain a violation, of this Declaration. The losing party shall pay the attorney's fees of the winning party in such amount as may be fixed by the court in any proceeding to enforce or defend a provision of this Declaration. Nothing contained in this Declaration or in any form of deed which may be used by declarant or a parcel owner in selling property subject to this Declaration, shall be deemed to vest or reserve in declarant or a parcel owner any right of reversion for breach or violation of any one or more of the provisions hereof, and any such reversionary right is hereby expressly waived and declared null and void.

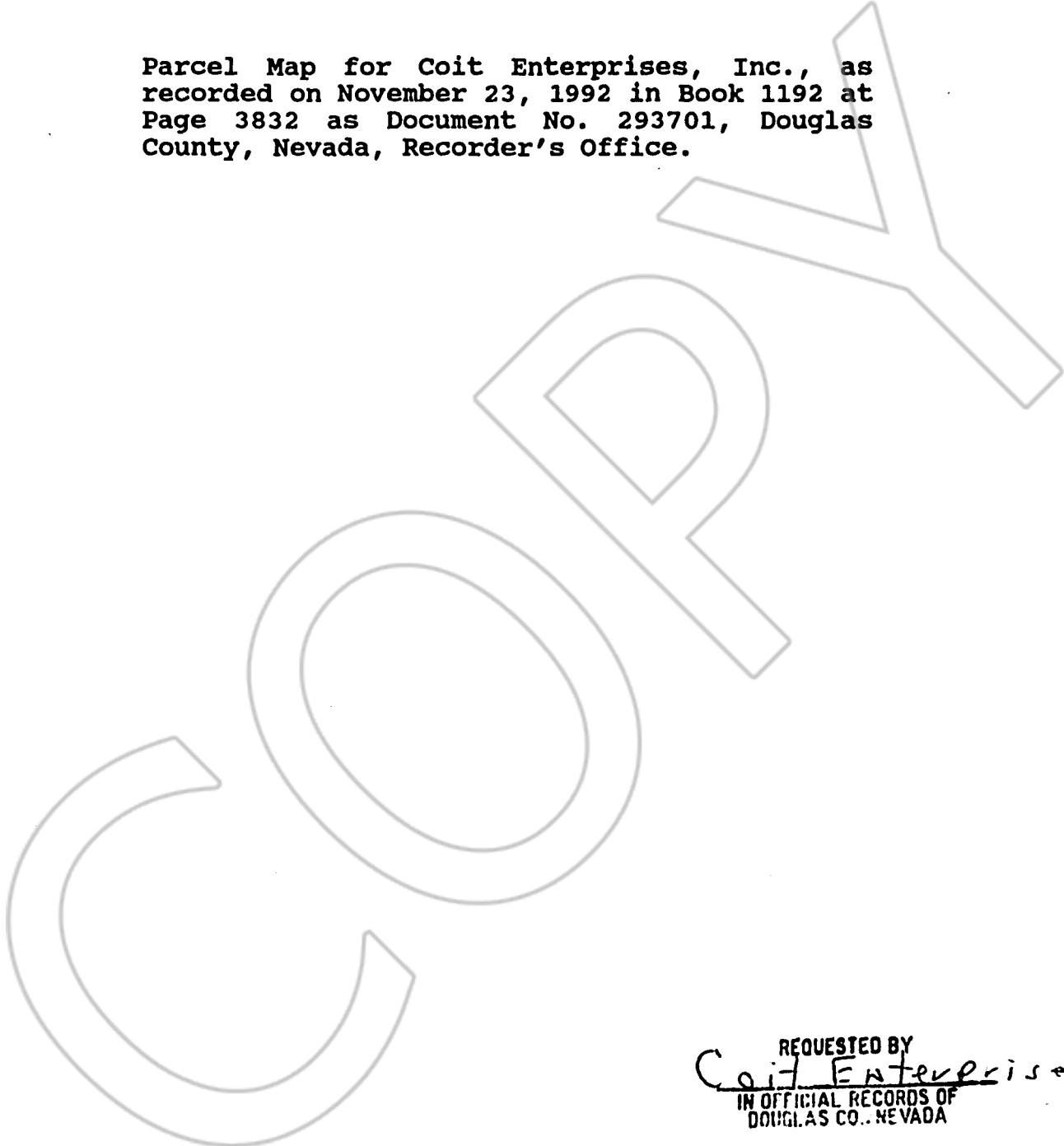
8. Successor Declarant. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to



EXHIBIT "A"

A parcel of land located within a portion of Section 10, Township 13 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Parcel Map for Coit Enterprises, Inc., as recorded on November 23, 1992 in Book 1192 at Page 3832 as Document No. 293701, Douglas County, Nevada, Recorder's Office.



REQUESTED BY  
Coit Enterprises  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'93 NOV 22 P3:47

SUZANNE BLAUDREAU  
RECORDER

27<sup>00</sup> PAID K2 DEPUTY

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BK 1193 PG 4557