

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**
Brooke & Shaw
Box 2860
Hinden NV 89423

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
DONALD BANKOFIER and SHARON BANKOFIER,
UNITED ELECTRICAL, INC., AND SHANKLE/JAGER III**

TABLE OF CONTENTS

	<u>Page Number</u>
Preamble	4
<u>ARTICLE I - DEFINITIONS</u>	4
Section 1 "Association"	4
Section 2 "Board of Directors" or "Board"	5
Section 3 "By-Laws"	5
Section 4 "Capital Improvement Assessment"	5
Section 5 "Close of Escrow"	5
Section 6 "Committee" or "Development Committee"	5
Section 7 "Common Areas"	5
Section 8 "Common Assessments"	5
Section 9 "Common Expenses"	5
Section 10 "Declarant"	6
Section 11 "Declaration"	6
Section 12 "Improvement"	6
Section 13 "Parcel"	6
Section 14 "Member"	6
Section 15 "Mortgage"- "Mortgagee"- "Mortgagor"	6
Section 16 "Owner"	6
Section 17 "Person"	6
Section 18 "Properties"	7
Section 19 "Record"- "File"	7
Section 20 "Restricted Common Area"	7
Section 21 "Special Assessment"	7
<u>ARTICLE II - MEMBERSHIP</u>	7
Section 1 Membership	7
Section 2 Transfer	7
Section 3 Voting Rights	7

ARTICLE III - COVENANTS FOR MAINTENANCE ASSESSMENTS	8
Section 1 Creation of the Lien and Personal Obligations of Assessments	8
Section 2 Purpose of Assessments	8
Section 3 Determination of Common Assessments	8
Section 4 Collection of Common Assessments	9
Section 5 Capital Improvement Assessments	10
ARTICLE IV - NONPAYMENT OF ASSESSMENTS	10
Section 1 Delinquency	10
Section 2 Notice of Lien	11
Section 3 Liens, Enforcement	12
ARTICLE V - THE ASSOCIATION	12
Section 1 Formation and Membership	12
Section 2 Duties and Powers	13
Section 3 Priorities and Inconsistencies	13
ARTICLE VI - EASEMENTS AND RIGHTS OF ENTRY	13
Section 1 Easements	13
(a) Access and Parking	13
(b) Maintenance and Repair	14
(c) Encroachment	14
Section 2 Right of Entry	14
ARTICLE VII - USE RESTRICTIONS	15
Section 1 Permitted Uses	15
Section 2 Nuisances	15
Section 3 Antennae	15
Section 4 Drainage	15
Section 5 Storage and Waste	16
Section 6 Temporary Structures and Obstructions	16
Section 7 Leases	16
Section 8 Parking Areas	16
ARTICLES VIII - ARCHITECTURAL, DEVELOPMENT, AND LANDSCAPING PROVISIONS	16
Section 1 Development Committee	16
Section 2 Mechanics of Operation	17
(a) Required Approvals	17
(b) Preparation and Submission of Plans	17
(c) Discretionary Powers of the Committee	18
(d) Violations; Waiver	18
(e) Nonliability of Committee Members	18
Section 3 Variance	19
ARTICLE IX - REPAIR AND MAINTENANCE	19
Section 1 Repair and Maintenance Duties of Association	19
Section 2 Special Powers of Association	20
Section 3 Installation, Repair, and Maintenance Duties of Owners	20
ARTICLE X - COMMON AREA PROTECTION	21
Section 1 Association Control	21
Section 2 Regulation of Parking	22

Section 3	Easements for Vehicular Traffic	22
Section 4	Easement for City and County Public Service Use	22
Section 5	Waiver of Use	22
Section 6	Taxes	22
 ARTICLE XI - INSURANCE		22
Section 1	Duty to Obtain Insurance; Types	22
Section 2	Notice of Expiration Requirements	23
Section 3	Insurance Premiums	23
Section 4	Trustee for Policies	23
Section 5	Actions as Trustee	23
Section 6	Annual Insurance Review	24
Section 7	Required Waiver	24
 ARTICLE XII - DAMAGE OR LOSS TO IMPROVEMENTS		24
Section 1	Restoration of Common Areas	24
Section 2	Restoration of Obligation of Owners	25
Section 3	Condemnation	25
 ARTICLE XIII - PROTECTION OF FIRST MORTGAGEES		26
 ARTICLE XIV - DURATION AND AMENDMENT		26
Section 1	Duration	26
Section 2	Amendment	26
Section 3	Protection of Declarant	27
Section 4	Amendment by Declarant	27
 ARTICLE XV - PARTY WALLS		27
Section 1	General Rules of Law to Apply	27
Section 2	Sharing of Repair and Maintenance	28
Section 3	Destruction by Fire or Other Casualty	28
Section 4	Weatherproofing	28
Section 5	Right to Contribution Runs with Land	28
Section 6	Arbitration	28
 ARTICLE XVI - GENERAL PROVISIONS		28
Section 1	Legal Proceedings	28
Section 2	Severability	29
Section 3	Interpretation	29
Section 4	Construction and Sales by Declarant	29
Section 5	Hold Harmless and Indemnification	29
Section 6	Mergers or Consolidation	29
Section 7	No Public Right or Dedication	30
Section 8	Nonliability and Indemnification	30
Section 9	Notices	30
Section 10	Conflict with Meridian Business Park Association	31
Section 11	Annexation	31

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
PARK MERIDIAN ASSOCIATES**

THIS DECLARATION is made on May 23, 1994, by DONALD BANKOFIER and SHARON BANKOFIER, husband and wife; UNITED ELECTRICAL, INC.; and SHANKLE/JAGER III, a Nevada partnership (collectively "Declarant").

P R E A M B L E:

A. Declarant is the owner of certain real property (the "Properties") located in Douglas County, Nevada, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

B. Declarant will convey the Properties subject to certain protective covenants, conditions, restrictions, and easements as hereinafter set forth.

C. Declarant hereby declares that all of the Properties shall be held, leased, occupied, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, all and each of which are for the purpose of handing and perfecting the value, desirability, and attractiveness of the Properties as an industrial park, in furtherance of a general plan for the protection of the Properties, or any part thereof. All and each of these covenants, conditions, restrictions, and easements are hereby imposed as equitable servitudes upon the Properties, shall run with the Properties, and shall be binding on all parties having or acquiring any right, title, or interest in the Properties or in any part therefore, and their successors and assigns.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration and in any Declaration of Amendment, unless otherwise provided, shall have the following meanings:

Section 1. "Association" shall mean PARK MERIDIAN ASSOCIATES, a non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 3. "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may be amended from time to time.

Section 4. "Capital Improvement Assessment" shall mean a charge against each Owner and his real property, representing the pro rata portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Areas, which the Association may from time to time authorize in accordance with Article III, Section 5, of this Declaration.

Section 5. "Close of Escrow" shall mean the date on which a deed conveying any portion of the Properties is recorded in the office of the County Recorder of Douglas County, Nevada.

Section 6. "Committee" or "Development Committee" shall mean the single Architectural, Development, and Landscaping Committee formed pursuant to Article VIII hereof.

Section 7. "Common Areas" shall mean all of the Properties, including the Improvements thereon, which are owned by the Association for the common use of all of the Owners and/or over which the Association has an easement for maintenance and repair over that portion of each Parcel from the parcel line to the exterior face of the exterior wall of the building on each Parcel.

Section 8. "Common Assessments" shall mean the annual charge, payable semi-annually, against each Owner and his Parcel, representing the pro rata portion of the total, ordinary costs of maintaining, operating, improvement, repairing, replacing, and managing the Common Areas, which shall be paid by each Owner to the Association, to satisfy Common Expenses as further provided herein.

Section 9. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair, and replacement of the Common Areas (including unpaid Special Assessments, Capital Improvement Assessments, and those costs not paid by the Owner responsible for payment); the costs of all commonly metered utilities, and other commonly metered charges of the Association, including, but not limited to, compensation by the Association to managers, accountants, attorneys, and other employees, the costs of all services benefiting the Common Areas, insurance, bonding of the members of the management body, taxes paid by the Association, and amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas; and the costs of any other item or items designated by the Association for any reason in connection with the Properties for the benefit of all of the Owners.

Section 10. "Declarant" shall mean Don Bankofier and Sharon Bankofier, husband and wife; United Electrical, Inc.; and Shankle/Jager III, a Nevada partnership, and their successors and assigns, provided that Declarant assigns such rights of Declarant hereunder to any such person by an express written agreement.

Section 11. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, as it may be amended from time to time as provided herein.

Section 12. "Improvement" shall mean all structures and appurtenances thereto of every kind, whether above or below the land surface, including, but not limited to, buildings, utility systems, walkways, driveways, parking areas, loading areas, landscaping items, fences, walls, decks, stairs, poles, landscaping vegetation, signs, exterior fixtures, private street sewers, storm drains and street lights, and any other structure of any kind.

Section 13. "Parcel" shall mean any numbered parcel shown upon a recorded subdivision map, recorded condominium map, or recorded parcel map of the properties.

Section 14. "Member" shall mean every person or entity who or which holds a membership in the Association, as provided in Article II, Section 1 hereof.

Section 15. "Mortgage"-"Mortgagee"-"Mortgagor". A Mortgage shall mean any mortgage or deed of trust other conveyance of a Parcel to secure the performance of an obligation which will be void and reconveyed upon completion of such performance. Reference in this Declaration to a Mortgagee shall be deemed to include the beneficiary of a deed of trust. Reference to a Mortgagor shall be deemed to include the trustor of a deed of trust.

Section 16. "Owner" shall mean the person, including Declarant, holding fee simple interest of record to any Parcel, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. Should any Parcel be subject to a ground lease, the fee owner thereof may, for the term of the ground lease, assign its rights hereunder (but not its obligations) to such ground lease, including, without limitation, the voting rights set forth herein. For purposes of Article VII only, unless the context otherwise requires, Owner shall also include the guests, invitees, licensees, and lessees of any Owners.

Section 17. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 18. "Properties" shall mean all the real property described in Paragraph A of the Preamble to this Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association, but shall not mean any portion of the Properties thereafter acquired by any public entity, to all intents and purposes as though never subject thereto.

Section 19. "Record"-"File" shall mean, with any respect to any document, the recordation thereof, and with respect to any map, the filing thereof, in the Office of the Recorder of Douglas County, Nevada.

Section 20. "Restricted Common Areas" shall mean and include those portions of the Common Areas, if any, over which exclusive use easements are reserved for the benefit of certain Owners, including, but not limited to, parking spaces, exterior storage, and trash disposal, as further described herein.

Section 21. "Special Assessment" shall mean a charge against a particular Owner and his real property, directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest and other charges thereon as provided for in this Declaration.

ARTICLE II MEMBERSHIP

Section 1. Membership. Every Owner shall automatically, upon becoming Owner of a Parcel, be a Member of the Association, and shall remain a Member thereof until such time as his ownership cease for any reason, at which time his membership in the Association shall automatically cease. All memberships shall be appurtenant to a Parcel. Except as may otherwise be provided herein, the rights, duties, privileges, and obligations of all Members of the Association shall be as set forth in this Declaration, the Articles of Incorporation, and By-Laws of the Association, and the rules and regulations of the Association adopted in accordance with the By-Laws of the Association.

Section 2. Transfer. The membership held by any Owner shall not be transferred, pledged, or alienated in any way, except upon the sale, lease, or encumbrance of such Owner's Parcel, and then only to the purchaser, ground lessee, or Mortgagee of such interest in such Parcel. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association.

Section 3. Voting Rights. The Association shall have one (1) class of voting membership.

ARTICLE III
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Declarant, for each Parcel Owned by Declarant, hereby covenants and agrees to pay, and each Parcel Owner, by acceptance of a deed to a Parcel, whether or not it shall be expressed in any such deed, is deemed to covenant and agree to pay to the Association all Common Assessments for Common Expenses, and applicable Special Assessments, Reconstruction Assessments, and Capital Improvement Assessments. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a separate, distinct, and personal obligation of the Owner at the time the assessment fell due, and shall bind his heirs, successors in interest, devisees, personal representatives, and assigns. This personal obligation cannot be avoided by abandonment of the Parcel or Improvements thereon, or by an offer to waive the use of the Common Areas.

Section 2. Purpose of Assessments. The assessments levied by the Board of Directors on behalf of the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and their employees, and for the operation, replacement, improvement, and maintenance of the Common Areas. All assessments must be used solely for the common benefit of all of the Owners for purposes authorized by this Declaration, as may be amended from time to time. Disbursements from the maintenance fund of the Association shall be made by the Board for such purposes as may be necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners. Nothing in this Declaration shall be construed in such a way as to limit the right of the Board to use any Common Assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of the Properties.

Section 3. Determination of Common Assessments. The Board of Directors shall authorize and levy the amount of the annual Common Assessment upon each Owner and the interest of such Owner in a Parcel, as provided herein, by majority vote of the Board. The initial Common Assessment shall commence on the first day of the calendar month following the first Close of Escrow for the sale of a Parcel on the Properties. Common Assessments shall be borne by the Owners in the Proportions as set forth in Exhibit "B" attached hereto.

Not later than sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Members of the Association a written, itemized, estimate (budget) of the total income and Common Expenses of the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and reserves for infrequently recurring expenditures). Written notice of the annual Common Assessments shall be sent to every Member

subject thereto. Without first receiving the approval of the Members, the Board may increase the annual Common Assessment against each Member and the interest of such Member in a Parcel in any fiscal year by an amount not in excess of twenty percent (20%) of the annual Common assessment levied in the preceding fiscal year. Any such increase in excess of twenty percent (20%) shall require the prior approval of a majority of the voting power of the Association.

Each Member shall pay to the Board of Directors his annual Common Assessment semi-annually in advance of the fiscal year for which such Common Assessment has been levied, or at such frequency and in such amounts as may be hereafter established by the Board of Directors. In the event that the Board of Directors shall determine that the estimate of total charges for the current year is, or will be come, inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy. The Board of Directors shall have the authority to levy at any time by a majority vote of the Board, a supplemental Common Assessment reflecting a revision of the total charges to be assessed against each Member and the interest of such Member in a parcel which shall not exceed five percent (5%) of the budgeted gross expense of the Association for its current fiscal year. To the extent that any supplemental Common Assessment, or the aggregate of any supplemental Common Assessments and Capital Improvement Assessments in any fiscal year of the Association, exceeds the foregoing, such excess shall require the prior approval by the vote or written consent of a majority of the voting power of the Association. Written notice of any change in the amount of Common Assessments levied by the Association through the Board of Directors shall be given to all Members not less than thirty (30) days prior to the effective date of such change.

Section 4. Collection of Common Assessments. From and after the time specified in Section 3 as the commencement of the initial Common Assessment, the Board shall fix and collect from each Owner of a Parcel his pro rata share of the Common Assessments. Notwithstanding the foregoing, any Owner of a Parcel which does not include a completed building for human occupancy shall be exempt from the payment of that portion of any Common Assessment which is attributable to the existence and the use of the building. The amount of such exemption shall be determined by the Board and may include, without limitation, expenses related to lighting of the common Areas, refuse disposal, and common utilities supplied to the buildings. Any such exemption from the payment of assessments shall be in effect only until a notice of completion of the structural Improvement has been recorded, or until one hundred twenty (120) days after the issuance of a building permit for the structural Improvement, whichever first occurs. Common Assessments for fractions of any month involved shall be prorated. Declarant shall pay its pro rata share of the common Assessments on all unsold Parcels in the Properties which are otherwise subject to

full or partial assessment. At the end of any fiscal year of the Association, the membership may determine that all excess assessment funds may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments. In any voluntary or involuntary conveyance of a Parcel or the Improvements thereon, the new Owner ("Purchaser"), shall be jointly and severally liable with the previous Owner ("Seller"), for all unpaid installments of assessments levied by the Board of Directors against the Seller for his share of the Common Expenses up to the date of Close of Escrow of the grant or conveyance, without prejudice to the right of any Purchaser to collect from Seller therefor. However any such Purchaser shall be entitled to a statement from the Board of Directors or the management agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Seller due the Association; and such Purchaser shall not be liable for, nor shall the Parcel conveyed by liable for, any unpaid assessments levied by the Board of Directors against the Seller in excess of the amount set forth in the statement; provided, however, that the Purchaser shall be personally liable for any and all assessments and other charges becoming due after the Close of Escrow. Notwithstanding the foregoing, any first Mortgagee for value who obtains title to a Parcel or to such Improvements pursuant to the remedies provide in the Mortgage, or foreclosure of the Mortgage, shall not be liable for unpaid assessments or charges against the mortgaged Parcel which accrue prior to the time such Mortgagee acquires title to that Parcel or such Improvements.

Section 5. Capital Improvement Assessments. Should the Board of Directors determine the need for a capital improvement or replacement expenditure, then a vote of at least a majority of the voting power of the Association shall be required to approve and render effective a Capital Improvement Assessment levied by the Board of Directors to cover the cost of such expenditure if the aggregate of such assessment and any prior Capital Improvement Assessments and/or Supplemental Common Assessments exceeds five percent (5%) of the budgeted gross expense of the Association for its current fiscal year. Any Capital Improvement Assessment shall be borne by the Owners in the proportions set forth in Exhibit "B" attached hereto.

ARTICLE IV NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any installment of an assessment provided for in this Declaration shall become delinquent if not paid on the due date as established by the Board of Directors of the Association. With respect to each installment of an assessment not paid within twenty (20) days after its due date, the Board of Directors may, after giving the delinquent Owner written notice and an opportunity to have a hearing before the Board of Directors, require the delinquent Owner to pay a late charge of ten percent

(10%) of the amount of the law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of a Common Assessment is not paid within thirty (30) days after it is due, the Board may mail a notice to the Owner and to the first Mortgagee of such Owner. The notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessment for the then current fiscal year and sale of Owner's interest in the Parcel. The notice shall further inform the Owner of his right to cure after acceleration and of his right to a hearing before the Board of Directors. If the Member waives his right to a hearing and the delinquent installments of the Common Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the annual Common Assessment for the then current fiscal year, attributable to that Owner and his Parcel, or interest therein, to be immediately due and payable without further demand, and may enforce the collection of the full Common Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 2. Notice of Lien. The Board of Directors may cause to be recorded in the office of the County Recorder of Douglas County a notice of assessment ("Notice of Lien") securing the payment of any assessment or installment thereof, levied by the Association against any Owner. Such Notice of Lien shall state the amount of such assessment or installment, as the case may be, and other authorized charges and interest, including the cost of preparing and recording such Notice of Lien, the expenses of collection in connection with any delinquent installments, reasonable attorney's fees, a sufficient description of the Parcel or interest therein against which the same has been assessed, the name of the Owner thereof, and the name and address of the Association. Such Notice of Lien shall be signed by an authorized representative of the Association. Upon payment to the Association of the full amount claimed in the Notice of Lien, or other satisfaction thereof, the Board of Directors shall cause to be recorded a notice of satisfaction and release of lien ("Notice of Release") stating the satisfaction and release of such amount claimed. The Board of Directors may demand and receive from the applicable Owner a reasonable charge for the preparation and recordation of such Notice of Release before recording the same. Any purchaser or encumbrancer, who has acted in good faith and extended value, may rely upon such Notice of Release, as conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien.

Section 3. Liens, Enforcement. All sums assessed in accordance with the provision of this Declaration shall constitute a lien on the respective parcel prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority or seniority over that Mortgages or deed of trust), made in good faith and for value, and recorded prior to the date on which the assessment lien became effective, subject to the provisions of Article III, Section 4, and Article XII of the Declaration. Assessment liens shall become effective upon recordation of the Notice of Lien in the manner provided in Section 2 of this Article. It shall be the duty of the Board of Directors to enforce the collection of any amounts due under this Declaration by one or more of the alternative means of relief afforded by this Declaration. Assessment liens may be enforce by sale of the interest of such Owner in the Parcel by the Association, its attorney, or other Person authorized to make the sale, after failure of the Owner to pay an assessment, or installment thereof, as provided herein. Such sale shall be conducted in accordance with the provision of the Nevada law applicable to the exercise of powers of sale in Mortgages and deeds of trust, or in any manner permitted by law. An action may be brought to foreclose the lien of the Association by the Board, or by any Owner if the Board fails or refused to act, after affording the delinquent Owner an opportunity to have a hearing before the Board of Directors and after the expiration of at least thirty (30) days from the date on which the Notice of Lien was recorded; provided that at least ten (10) days have expired since a copy of the Notice of Lien was mailed to the Owner affected thereby, and subject to the provisions of Section 1 of this Article in the event that the Board accelerates the due date of any Common Assessment installments. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Parcel and any Improvements thereon, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect he same. The Association, through its agent, shall have the power to bid on the Parcel and Improvements at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid Common Assessments shall be maintainable without foreclosing or waiving the lien securing the same, but this provision or any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit in law or equity initiated pursuant to this Section may include reasonable attorneys' fees as fixed by the court.

**ARTICLE V
THE ASSOCIATION**

Section 1. Formation and Membership. The Association shall be incorporated under the name of PARK MERIDIAN ASSOCIATES,

as a corporation not to profit under the Nonprofit Corporate Law of the State of Nevada.

Section 2. Duties and Powers. The duties and powers of the Association are those set forth in its Articles of Incorporation, together with its general and implied powers of nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Nevada may lawfully do which are necessary or proper, in operating for the peace, health, comfort, safety, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles of Incorporation, its By-Laws, and in this Declaration. Transfer of control over the Common Areas to the Association shall take place upon close of Escrow for the sale of the first Parcel in the Properties, or upon the execution of the first ground lease for any Parcel. The Association shall further have the right to install or construct reasonable capital improvements on the common Areas, for the benefit of all of the Owners in the Properties. The Association may, at any time, and from time to time, reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Areas, without the approval of the Committee; and the Association may construct, reconstruct, and replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon the Common Areas. The Association may employ personnel necessary for the effective operation and maintenance of the Common Areas, including the employment of legal and accounting services. The Board shall not enter into any management service contract for a term in excess of one (1) year, without the vote or written assent of both classes of membership.

Section 3. Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the terms and provisions of this Declaration shall prevail.

ARTICLE VI
EASEMENTS AND RIGHTS OF ENTRY

Section 1. Easements.

(a) **Access and Parking.** Declarant expressly reserves for the benefit of the Owners in the Project reciprocal, nonexclusive, easements for access, ingress, and egress and parking over all of the Common Areas and the individual Parcels, except for the building areas of such Parcels, as necessary, which easements may be conveyed by Declarant to Owners and to the Association for so long as Declarant owns any interest in the Properties. Subject to the provisions of this Declaration governing use and enjoyment thereof, such easements may be used by Declarant, its successors, purchasers, and all Owners, their guest, tenants, and invitees, transacting business on or temporarily visiting the Properties, for

purposes reasonably necessary for use and enjoyment of a Parcel in the Properties. No Owner shall utilize its Parcel so as to interfere with such easements, except as results from the construction of the initial building on the Parcel; provided, however, that each Owner shall, with the approval of the Development Committee, be entitled to install specialized equipment on its Parcel. The Board of Directors of the Association shall have the right to grant necessary easements and rights-of-way over the Common Areas to any Person after the Close of Escrow for the sale of the first Parcel from Declarant or after the execution of the first ground lease for any Parcel.

(b) Maintenance and Repair. Declarant expressly reserves for the benefit of the Board of Directors and all agents, officers, and employees of the Association nonexclusive easements over the common Areas as necessary to maintain and repair the Common Areas and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Areas shall be appurtenant to and shall pass with the title to every Parcel conveyed. There are specifically reserved for the benefit of the Owners easements and reciprocal negative easements for utility services and repairs, replacement, and maintenance of the same over all of the Common Areas. Such easements shall be as not to unreasonably interfere with the use and enjoyment by the Owns of adjoining Parcels.

(c) Encroachment. Declarant, the Association, and the Owners of contiguous Parcels shall have reciprocal easements appurtenant to each of the Parcels over the Parcels and the Common Areas for the purposes of (1) accommodating any existing encroachment of any wall of the building thereon, (2) maintaining the same and accommodating authorized construction, reconstruction, repair, shifting, movement, or natural settling of the Improvements, or any portion thereof, and (3) maintaining drainage in accordance with the drainage pattern existing at the time of conveyance of the respective Parcel to a purchaser from Declarant or in accordance with such drainage pattern as altered with the prior consent of the Development Committee.

Section 2. Right of Entry. The Board of Directors, the Development Committee, and Declarant, shall have a limited right of entry in and upon the exterior of all buildings and structures located on any Parcel for the purpose of inspecting the Properties, and taking whatever corrective action may be deemed necessary or proper, consistent with the provision of this Declaration. However, nothing herein shall be construed to impose any obligation upon the Association, the Board, the Committee, or Declarant, to maintain or repair any portion of any parcel which is to be maintained or repaired by the Owner. Nothing in this Article VI shall in any manner limit the right of any Owner to the exclusive occupancy and control over the building located upon any Parcel. However, an Owner shall permit access to the Owner's Parcel or

Improvements thereon by any Person authorized by the Board of Directors, the Committee, or Declarant as reasonably necessary, such as in case of any emergency originating on or threatening such Parcel or Improvements, whether the Owner is present or not.

ARTICLE VII USE RESTRICTIONS

Section 1. Permitted Uses. All Parcels in the Properties shall be used for industrial or business purposes, except for the Common Areas, on which there may be placed landscaping, parking areas, and private streets. No part of the Properties shall ever be used, or caused to be used, or allowed or authorized in any way, directly or indirectly, for any residential or other nonbusiness or nonindustrial purpose. All business operations shall be performed and carried out entirely within a building in such manner that the enclosed operations and uses do not cause or provide a nuisance to other portions of the Properties, such as, but not limited to, vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust, or emission of odors, toxic or nontoxic matter. New or changed uses must be approved by the Board of Directors.

Section 2. Nuisances. No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any site other than normal accumulation and storage of trash in connection with a confined and reasonably prompt trash disposal or pick-up program, and no odors shall be permitted to arise therefrom so as to render any site or portion thereof unsanitary, unsightly, offensive, or detrimental to any of the property in the vicinity thereof, or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any site so as to be offensive or detrimental to any property in the vicinity thereof, or to its occupants.

Section 3. Antennae. No telephone, radio, or other electronic antenna or device of any type shall be erected, constructed, placed, or permitted to remain on any of the buildings, structures, or other improvements constructed on the parcel, unless and until the same shall have been approved in writing by the Development Committee.

Section 4. Drainage. There shall be no interference with the established drainage pattern over any portion of the Properties unless adequate provision is made for proper drainage and is approved by the Development Committee. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of the Properties is completed or that which is shown on any plans approved by the Development Committee. Each Owner shall be responsible for the costs of making adequate provisions for drainage in the event he changes the established drainage over his Parcel. There are hereby reserved for the benefit of the Association and all of the Owners, reciprocal

nonexclusive easements for drainage over adjacent Parcels and for maintenance and repair of any drainage facilities on the Properties.

Section 5. Storage and Waste. All rubbish, trash, garbage, and other waste shall be regularly removed from each Parcel, and shall not be allowed to accumulate thereon. No refuse contained shall be maintained on the Common Areas other than in the location and manner provided for by Declarant, and no storage area, machinery, or equipment shall be kept or maintained on any Parcel so as to be visible from the common Areas of the Properties. The Association shall be responsible for the costs and refuse storage and collection.

Section 6. Temporary Structures and Obstructions. No structures of a temporary character, trailer, camper, boat, or similar equipment shall be permitted to remain upon any Parcel so as to be visible from the Common Areas, without the prior written approval of the Development Committee. There shall be no obstruction of any walkway or driveway in the Properties which would interfere with the circulation of foot or automobile traffic except such obstruction as may be reasonably required in connection with repairs of such driveways or walkways.

Section 7. Leases. This Declaration is intended to be binding upon any lessee or tenant of any Parcel or any portion thereof. In order to ensure the binding effect on tenants and lessees, each Owner agrees, by acceptance of a deed by which he acquires title to a Parcel, not to rent or lease all or any portion of his Parcel to any person, partnership, corporation, trust, or other entity, except pursuant to a written lease or rental agreement that (a) expressly refers to this Declaration, and contains a covenant by the lessees or tenant that he accepts the leasehold estate subject to this Declaration, and (b) contains either a covenant that the lessee or tenant agrees to perform or comply with the restrictions herein, or adequate provisions to permit entry and other actions by the lessor for the purpose of performing and complying with these restrictions. Similarly, no ground lessee shall sublease or assign all or any portion of his interest except pursuant to an agreement that contains the aforementioned provisions.

Section 8. Parking Areas. The Association, acting through the Board, shall have the right and obligation to establish reasonable rules and regulations governing use of the Streets and parking in the Common Areas, after first consulting with the Development Committee.

ARTICLE VIII

ARCHITECTURAL, DEVELOPMENT, AND LANDSCAPING PROVISIONS

Section 1. Development Committee. A Development Committee ("Committee") consisting of three (3) members, is hereby

created, with the rights and powers set forth in this Declaration. The initial members of the Committee shall be representatives appointed by Declarant. Regardless of the fact that Declarant may then have lost voting control within the association, Declarant shall have unilateral right and power at all times to appoint or remove a majority of the members of the Committee, or to fill any vacancy of such majority, until the "turnover date," which shall be the date on which Close of Escrow has occurred for the Parcels subject to this Declaration. Thereafter, the Board shall have the power to appoint and remove all of the members of the Committee. Until the turnover date, the Board may appoint and remove one (1) member of the Committee. Declarant may at any time assign in writing such powers of removal or appointment to any Person, subject to such terms and conditions as Declarant may choose to impose. Members appointed to the Committee by the Board shall be from the membership of the Association, but members appointed to the Committee by Declarant need not be Members of the Association. The Committee shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to insure that the proposed plans confirm harmoniously to the exterior design and existing materials of the Improvement on the Properties.

Section 2. Mechanics of Operation.

(a) Required Approvals. Subject to the provisions of Article XVI, Section 4, of this Declaration, no Improvement shall be commenced, erected, or maintained upon the Properties, no change in the window covering shall be made, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Development Committee as to harmony of external design, color, and location in relation to surrounding structures and topography. All replacement glass used on the Properties shall be of the same specifications as the original glass, unless a waiver is obtained from the Committee. No trees, bushes, shrubs, or landscaping Improvements shall be removed, replaced, planted, or placed on any Parcel until a request of the removal or the plans have been submitted to and approved in writing by the Development Committee. The plans as submitted shall show in detail the proposed elevations and locations of such trees, bushes, shrubs, or landscaping Improvements, including their location and elevation in relation to all other parcels in the Properties.

(b) Preparation and Submission of Plans. All plans and specifications shall be prepared by an architect, engineer, or landscape designer or landscape architect, said person to be employed by and at the expense of the Owner making the application. The Owner shall obtain a written receipt for the plans and specifications from an authorized agent of the Committee. Plans and resubmittals thereof shall be approved or disapproved within

thirty (30) days after receipt by the Committee. Failure of the Committee to respond to a submittal or resubmittal of plans within such period shall be deemed to be disapproval of the plans as submitted or resubmitted.

(c) Discretionary Powers of the Committee. The approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants, and restriction contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the Committee with the location of the structure on the Parcel, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height, or location of vegetation on the Parcel, or because of its reasonable dissatisfaction with any or all other matters of things which, in the reasonable judgment of the Committee, will render the proposed item of Improvement inharmonious or out of keeping with the general plan of Improvement of the Properties.

(d) Violations; Waiver. If, after such plans and specifications have been approved, the Improvements are altered, erected, or maintained upon the Parcel otherwise than as approved by the Development Committee, such alteration, erection, and maintenance shall be deemed to have been undertaken without the approval of the Development Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any Improvement, addition, or alteration, said Improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance, executed by one (1) member of the Committee, shall appear of record in the office of the County Recorder of Douglas County, Nevada, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the Committee, it shall be conclusively presumed that the location and exterior configuration of any building, structure, or other Improvement placed or constructed in accordance with the approved plans and specifications does not violate the provision of this Declaration. The approval of the Committee of any plan or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Committee of its rights to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

(e) Nonliability of Committee Members. Neither Declarant, the Committee, nor any member thereof, nor their duly authorized representatives, shall be liable to any Owner for any

loss, damage, or injury arising out of or in any way connected with the negligent performance of the Committee's duties hereunder, unless due to willful misconduct or bad faith. Committee members shall not be entitled to any compensation for services performed pursuant to this Declaration.

Section 3. Variance. The Committee may authorize variances from compliance with any of the architectural provision of this Declaration, including, without limitation, restrictions upon height, size, or placement of structure, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recordation in the office of the County Recorder of Douglas County, Nevada. If such variances are granted, no violations of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. the granting of such a variance shall not operate to waiver any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his Parcel, including, but not limited to, zoning ordinances and Parcel setback lines, or requirements imposed by Douglas County, or any other governmental authority.

ARTICLE IX REPAIR AND MAINTENANCE

Section 1. Repair and Maintenance Duties of the Association. Following their initial installation as provided herein, the Association shall maintain, repair, replace, resurface, and make necessary improvement to the Common Areas, or shall contract for such maintenance, repair, and improvements, to assure the maintenance of the Common Areas, including without limitation, all improvements thereon, in first class condition and repair. Such maintenance, repairs, and improvements shall include, without limitation, maintenance and replacement of shrubs, trees, vegetation, irrigation systems, and other landscaping Improvements located on the Common Ares, and repair and maintenance of all Streets, parking areas, walks, and other means of ingress and egress within the Properties. The Association shall further provide for exterior maintenance as necessary of the common utility laterals. All such maintenance, repairs, and Improvements to the Common Areas shall be paid for as Common Expenses. To the extent not paid by the Owners, the Association shall have the right, but not the obligation, to pay all real and personal property taxes and assessments, which shall constitute a lien upon any portion of the Common Areas. All work performed or taxes and assessments paid for and on behalf of an Owner shall be charged to such Owner as a

Special Assessment, as herein provided. It shall further be the affirmative duty of the Board of Directors to require strict compliance with all provisions of this Declaration and to cause the Properties to be inspected by the Development Committee for any violations thereof.

Section 2. Special Powers of Association. Without in any way limiting the generality of the foregoing, in the event that the Development Committee determines that an Improvement, the maintenance of which is the responsibility of an individual Owner, is in need of repair, restoration, or painting, or the Board of Directors determines that there is a violation of any provision of this Declaration, then the Development committee shall give written notice to the Owner of such condition or violation. Unless the Development Committee has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such period of time as may be determined reasonable by the Committee after it has given said written notice, and such corrective work so approved is completed thereafter within the time allotted by the Committee, the Committee shall undertake to remedy such condition or violation, and the cost thereof shall be charged to the Owner and his Parcel which is the subject matter of the corrective work. Such cost shall be deemed to be a Special Assessment to such Owner and his Parcel, and subject to levy, enforcement, and collection by the Board of Directors in accordance with the Assessment lien procedure provided for in this Declaration.

Section 3. Installation, Repair, and Maintenance Duties of Owners. Subject to the duty of the Association to provide for maintenance as specified in Section 1, each Owner shall construct, maintain, repair, replace, finish, and restore, or cause to be so maintained, repaired, replaced, finished, and restored, at his sole cost and expense, the interior of the buildings and structures on his Parcel, as well as roof and all structural parts, in a clean, sanitary, and attractive condition, and shall maintain and repaint or restain, as needed, all exterior walls, subject to the control and approval of the Development Committee. To the extent required, the duty to so maintain shall include repair and replacement of paved areas as necessary or desirable resulting from causes other than normal wear and tear, or as required from time to time by the Development Committee. However, notwithstanding any other provision of this Declaration to the contrary, the Association has the exclusive right to make all decisions with respect to the painting of the exterior of all structures on the Properties, including timing and color selection. It shall further be the duty of each Owner to pay when due all charges for all utility services which are separately metered to his Parcel and his Improvements. Each Owner shall pay all costs for trash collection and removal in the event that the Association has not contracted for common trash collection and removal.

ARTICLE X
COMMON AREA PROTECTION

Section 1. Association Control. The Association shall have fee title to or an exclusive easement over the Common Areas, in order to perform its duties hereunder, which easement shall include, without limitation, the following appurtenant rights and duties:

(a) The right of the Association to reasonably limit the number of guests, patrons, and invitees of Owner using Common Areas.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Areas as set forth in Section 2 of Article X herein.

(c) The right of the Association, in accordance with the Articles, By-Laws, and this Declaration, to borrow money for the purpose of improving the Common Areas and facilities and aid thereof, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such Mortgagee shall be subordinated to the rights of the Owners.

(d) The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for any period during which any assessment against his Parcel remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Areas shall be made only by the Board of Directors, after notice and an opportunity for a hearing.

(e) The right of the Association, in accordance with the Articles, By-Laws, and this Declaration, to dedicate, release, alienate, or transfer the Common Areas to any public agency, authority, utility, or other Person for such purposes and subject to conditions as may be agreed to by the Members.

(f) The right of the Association (by action of the Board) to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Areas, in accordance with the original design, finish, or standard of construction of such Improvement, or of the general Improvements within the Properties, as the case may be; and not in accordance with such original design, finish, or standard of construction only with the vote or written consent of the Owners holding fifty-one percent (51% of the voting power of the Association.

(g) The right of the Association to replace destroyed trees or other vegetation, and plant trees, shrubs, and ground cover upon any portion of the Common Areas.

Section 2. Regulation of Parking. The Association, through its officers, committees, and agents is hereby empowered to establish "parking" and "no parking" areas within the Common Areas, as well as to enforce these parking limitations by all means lawful for such enforcement on county streets, including the removal of any violating vehicles to those so empowered.

Section 3. Easements for Vehicular Traffic. In addition to the general easements for use of the Common Areas reserved therein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners, within the Properties, non-exclusive easements appurtenant for vehicular traffic over the portions of the Common Areas designated as drive ares, subject to the provisions set forth in Section 2 of Article X hereof.

Section 4. Easements for City and County Public Service Use. In addition to the foregoing easements over the Common Areas, there shall be and Declarant hereby reserves and covenants for itself and all future Owners within the Properties, including but not limited to, the right of police to enter upon any part of the Common Areas for the purpose of enforcing the law.

Section 5. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Parcel or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of his Parcel or any other property in the Properties.

Section 6. Taxes. Each Owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain a separate real estate tax assessment of each parcel. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on the Common Areas, or any part thereof, they may be paid by the Association, and each Owner shall be obligated to pay or to reimburse the Association of, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against the Common Areas and attributable to his own Parcel and interest i the Common Areas.

ARTICLE XI INSURANCE

Section 1. Duty to Obtain Insurances; Types. The Board of Directors shall obtain and continue in effect insurance in such amounts and coverages as it determines. Such insurance shall be maintained by the Association as named insured for the benefit of the Association, the Owners, and the encumbrancers upon the

respective parcels or any part thereof as their interests may appear, subject, however, to loss payment requirement as set forth herein. The Board of Directors shall purchase such other insurance, as necessary, including but not limited to, error and omissions, medical payments, malicious mischief, and vandalism insurance, fidelity bonds, and workmen's compensation, and such other risks as shall customarily be covered with respect to business office planned development similar in construction, location and use to the Properties.

Section 2. Notice of Expiration Requirements. All of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled or terminated, nor expire by their terms, without thirty (30) days' prior written notice to the Board of Directors, Declarant, the Owners and their respective first Mortgagees (provided that such Mortgagees have filed written requests with the carrier for such notice), and every other Person in interest who shall have requested such notice of the insurer.

Section 3. Insurance Premiums. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Common Assessments levied by the Association and collected from the Owners.

Section 4. Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Section 1 of this Article shall be paid to the Board of Directors as trustees. The Board of Directors shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article XII of this Declaration. The Board of Directors is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire. Any two (2) directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

Section 5. Actions as Trustee. Except as otherwise specifically provided in this Declaration, the Board of Directors, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance. Duplicate originals or certificates of all

policies of fire and casualty insurance carried by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Mortgagees who have requested the same in writing.

Section 6. Annual Insurance Review. The Board of Directors shall review the insurance carried by the Association at least annually, for the purpose of determining the amount of the insurance referred to in Section 1 above. The Board of Directors may, at its option, obtain a current appraisal of the full replacement value of the Common Areas and other structural Improvements in the Properties, without deduction for depreciation by a qualified independent insurance appraiser, prior to each such annual review.

Section 7. Required Waiver. All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers: (a) subrogation of claims against the tenants of the Owners; (b) any defense based on co-insurance; (c) any right of set-off, counterclaim, apportionment, proration, or contribution by reason of other insurance not carried by the Association; (d) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner, or any tenant of any Owner, or arising from any act, neglect, or omission or any named insured or the respective agents, contractors, and employees of any insured; (e) any right of the insurer to repair, rebuild, or replace, and, in the event the building is not repaired, rebuilt, or replaced following loss, any replacement value of the Improvements insured or the fair market value thereof; (f) notice of assignment by any Owner of its interest in the insurance by virtue of a conveyance of any Parcel; and (g) the right to require any assignment of any mortgage to the insurer. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the manager, Declarant, and the agents and employees of each of the foregoing with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

ARTICLE XII
DAMAGE OR LOSS TO IMPROVEMENTS

Section 1. Restoration of Common Areas. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Areas and any other Improvements insured by the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article XI hereof shall be used for such purposes, unless otherwise provided herein. The Board of Directors shall be authorized to have prepared the necessary documents to

effect such reconstruction as promptly as practical. The Common Area and all other Improvements shall be reconstructed or rebuilt substantially in accordance with the original construction plans, if they are available, with such changes as are recommended by the Development Committee. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than the estimated cost of restoration and repair, a Reconstruction Assessment shall be levied by the Board of Directors upon the Owners and their property in order to provide the necessary funds for such reconstruction over and above the amount of any insurance proceeds available for such purpose. Reconstruction assessment shall be borne by the Owners in the same proportions as Common Assessments. Notwithstanding the foregoing, in the event of total destruction of all of the Improvements in the Properties, and a decision of the Owners owning two-thirds (2/3) of the Parcels not to rebuild, the proceeds of the insurance carried by the Association shall be divided proportionately among the Parcel Owners, such proportion to be based upon the original base sales price of each improved Parcel at the time it was initially sold by Declarant until such Parcels are assessed as improved Parcels by the Douglas County tax assessor, and then, in accordance with such assessed valuation, provided that the balance then due on any valid mortgage of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Parcel is so encumbered.

Section 2. Restoration Obligation of Owners. In the event of the damage or destruction of any portion of the Properties which is not insured by the Association ("Destroyed Properties"), then it shall be the duty of such Owner, as soon as practical, to either (1) repair and replace the Destroyed Properties or such portion thereof as will render such damage or destruction indiscernible from the exterior of the Destroyed Properties, or (2) remove all buildings, structures, and other Improvements which may be constructed on such Owner's parcel, with the exception of the Common Area Improvements, such that the Parcel shall be left and maintained in a pleasing, landscaped condition which is consistent with the overall landscaped condition of the Common Areas at that time as determined by the Development Committee. Any subsequent Owner of the Parcel shall promptly commence construction of replacement Improvements thereon. Any reconstruction, replacement, or repair required by this Section shall be in accordance with the original plans and specifications of the Properties, or plans and specifications approved by both the Development Committee and the Mortgagee of the first Mortgage of record which encumbers the Parcel.

Section 3. Condemnation. In the event of a taking or partial taking of any Parcel, including the Common Areas located thereon, by condemnation proceedings, the Owner of such Parcel, together with his Mortgagees and Declarant in the event that such Owner is a lessee under a ground lease with Declarant, shall have exclusive rights to prosecute the proceedings for the respective taking awards and to retain the proceeds thereof.

ARTICLE XIII
PROTECTION OF FIRST MORTGAGEES

A breach of any of the provisions, covenants, restrictions, or limitations hereof, or the recordation of any assessment lien, or the pursuit of any remedy hereunder, shall not defeat or render invalid the lien of any first Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority or security over other Mortgages or deeds of trust) made with an Owner in good faith and for value upon the Parcel of such Owner. The Owners and their first Mortgagees may examine the books and records of the Association at all normal business hours, upon serving written notice of such examination on the Board. All of the provisions herein shall be binding upon and effective against any Owner whose title to said Parcel is hereafter acquired through foreclosure or trustee's sale. The Mortgagee of any first Mortgage of record on any Parcel may file with the Board a written request for written notification from the Association in the event of any default by the Mortgagor of such Parcel in the performance of such Mortgagor's obligation under this Declaration which is not cured within thirty (30) days, and the Board of Directors shall give each such Mortgagee notice thereof. Each first Mortgagee of a Mortgage encumbering any Parcel in the Properties, which obtains title to such Parcel pursuant to the remedies provided in such Mortgage, by judicial foreclosure or by deed or assignment in lieu of foreclosure, shall take title to such Parcel free and clear of any claims for unpaid assessments or charges against such Parcel which accrued prior to the time such holder acquires title to such Parcel.

ARTICLE XIV
DURATION AND AMENDMENT

Section 1. Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded in the Official Records, Douglas County, Nevada, meeting the requirements of an amendment to this Declaration as set forth in Section 2 of this Article. There shall be no severance by sale, conveyance, encumbrance, or hypothecation of an interest in any Parcel from the concomitant membership in the Association, as long as this Declaration shall continue in full force and effect.

Section 2. Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an Owner at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of seventy-five percent (75%) of the voting power of the Association. A copy of each amendment shall be certified by at least two (2) officers of the Association, and the amendment shall be effective

when the Certificate of Amendment is recorded in the Official Records, Douglas County, Nevada. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved in writing by the record holders of seventy-five percent (75%) of the aggregate value of first Mortgages encumbering the Properties at the time of such amendment:

(a) Any amendment which affects or purports to affect the validity or priority of encumbrances, or the right or protection granted to encumbrancers as provided in Article III, Section 4, Article IV, Section 3, Article XIII, and Article XIV, Section 2, hereof;

(b) Any amendment which would necessitate an encumbrancer, after it has acquired a Parcel through foreclosure, to pay more than its proportionate share of any unpaid assessment or assessments accruing after such foreclosure; or

(c) Any amendment which would or could result in an encumbrance being canceled by forfeiture.

A Certificate, signed and sworn to by two (2) officers of the Association, that the record Owners holding seventy-five percent (75%) of the voting power of the Association having either voted for or consented in writing to any amendment adopted as above provided, when recorded, shall be conclusive or evidence of such fact. The Certificate reflecting any amendment which requires the written consent of any of the record holders of first Mortgages shall be signed and sworn to by such first Mortgagees. When such Certificate is recorded, it shall be noted that such amendment has been so approved.

Section 3. Protection of Declarant. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Properties, will be required before any amendment shall become effective which would impair the protection furnished Declarant to complete development including, without limitation, Article XIV, Section 4, of this Declaration.

Section 4. Amendment by Declarant. Notwithstanding any other provision of this Article XIV, until the last ground lease for any Parcel is executed by Declarant or until the Close of Escrow for the sale of the first Parcel in the Properties, Declarant shall have the right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification.

ARTICLE XV PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Improvements upon the Properties and placed on the dividing line between the Parcels shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the

general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the Improvements connected by such party walls.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner whose Improvement is affected thereby may restore it, and the other Owner whose Improvement is connected thereto shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a party to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, then such dispute shall be submitted to and determined by arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision shall be by a majority of all arbitrators, in accordance with the American Arbitration Association Commercial Rules of Arbitration.

ARTICLE XVI GENERAL PROVISIONS

Section 1. Legal Proceedings. Failure to comply with any of the terms of this Declaration, the Articles, and By-Laws of the Association, or regulations adopted pursuant thereto, by an owner, his guests, employees, invitees, or tenants (except for the nonpayment of any assessments provided for herein), shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought to Declarant, the Board of Directors, or, if appropriate, by an aggrieved owner. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, any other provision hereof. The Association, any Owner (not at the time in default hereunder), or Declarant shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of this Declaration. Any judgment

rendered in any action or proceeding pursuant thereto shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, together with interest, costs of collection, and court costs. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

Section 2. Severability. The provisions hereof shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

Section 3. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of an industrial and business park development and the maintenance of Common Areas, and any violation of this Declaration shall be deemed to be a nuisance. The article and section headings, titles, and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural, and the masculine, feminine, and neuter shall mean the same.

Section 4. Hold Harmless and Indemnification. Each Owner shall be liable to the Association for any injury to any person or damage to the Common Areas, or any equipment thereon, which may be sustained by reason of the negligence of said Owner or of his guests, employees, invitees, or tenants, to the extent that any such damage shall not be covered by insurance. The costs incurred by the Association as a result of such damage shall be deemed a Special Assessment to such Owner and his Parcel, and shall be subject to levy, enforcement, and collection by the Board of Directors in accordance with the assessment lien procedure provided for in this Declaration. The Association further reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage or injury caused by such Owner, or by the use of the Parcel of such Owner. The Association shall hold each Owner safe and harmless from liability for loss or injuries occurring on the Common Areas to the extent that such loss or injuries are covered insurance to be maintained by the Association.

Section 5. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions, and restrictions established by this Declarant governing the

Properties, together with the covenants and restrictions established upon any other property, as one plan.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, for any public use.

Section 7. Nonliability and Indemnification. No right or power conferred on the Board of Directors or the Development Committee by virtue of this Declaration, or by the Articles of Incorporation or By-Laws of the Association, shall be construed as a duty, obligation, or disability charged upon the Board of Directors, the Committee, or upon any director or member thereof, and except for injuries arising out of their malicious acts, no member of the Board of Directors or the Committee shall be liable to any person for his decisions, or failure to act in making decisions, as a member of the Board of Directors or the Committee. The Association shall pay all expenses incurred by, and satisfy any judgment or fine rendered or levied against any person who is or has been a director, officer, employee, or Committee member of the Association, in any action brought by a third party or by the Association against such person (whether or not the Association is joined as a party defendant), to impose a liability or penalty on such person for action undertaken while a director, officer, employee, or the Association determines in good faith that such director, officer, employee, or Committee member was acting in good faith within what he reasonably believed to be the scope of his employment or authority, and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments include amounts paid and expenses incurred in settling any such action or threatened action. This Section does not apply to any action instituted or maintained in the right of the Association by a Member. This provision shall be construed to provide for such payments and indemnification to the fullest extent permitted by the provisions of the applicable laws. Notwithstanding the foregoing, the members of the Board of Directors shall receive no compensation for their services performed pursuant to this Declaration or the By-Laws of the Association.

Section 8. Notices. Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one or more co-owners of a Parcel, or to any general partner of a partnership owning a Parcel, shall be deemed delivery to all co-owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association, or, if no such address shall have been furnished, to the street address of such Parcel. Such notice shall be deemed

delivered forty-eight (48) hours after the time of such mailing, except for notice of a meeting of Members or of the Board of Directors, in which case the notice provisions of the By-Laws of the Association shall control. Any notice to be given to the Association may be delivered personally to any member of the Board of Directors, or sent by United States mail, postage prepaid, addressed to the Association at such address as shall be fixed from time to time and circulated to all Owners.

Section 9. Conflict with Meridian Business Park Association. This Declaration is subject to rights granted of record to the Meridian Business Park Association, and it is acknowledged that the Exhibit "A" property is entitled to only two (2) memberships therein, upon completion of the facility.

Section 10. Annexation. Declarant reserves the right to annex additional property under this Declaration, without cost or expense to current owners.

THIS DECLARATION has been executed by the date first above written.

Donald Bankofier
DONALD BANKOFIER

Sharon Bankofier
SHARON BANKOFIER

SHANKLE/JAGER III,
a general partnership

By Albert R. Shankle
Albert R. Shankle, General Partner

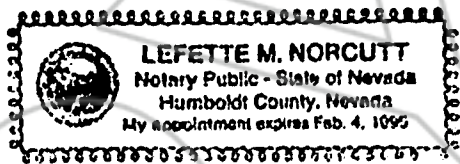
UNITED ELECTRICAL, INC.,

By [Signature]
Print name: Bennis L. Long
Title: President

STATE OF Nevada)
COUNTY OF Humboldt) ss.

On May 25, 1994, before me, a notary public,
personally appeared DONALD BANKOFIER, personally known (or proved)
to me to be the person whose name is subscribed to the above
instrument who acknowledged that he executed the instrument.

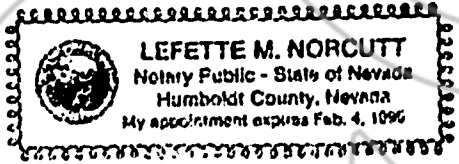
Lefette M. Norcutt
Notary Public



STATE OF Nevada)
COUNTY OF Humboldt) ss.

On May 25, 1994, before me, a notary public,
personally appeared SHARON BANKOFIER, personally known (or proved)
to me to be the person whose name is subscribed to the above
instrument who acknowledged that she executed the instrument.

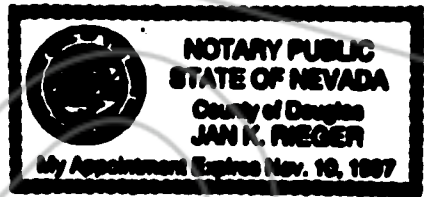
Lefette M. Norcutt
Notary Public



STATE OF Nevada)
COUNTY OF Douglas) SS.

On May 23, 1994, before me, a notary public, personally appeared ALBERT R. SHANKLE, General Partner of Shankle/Jager III, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

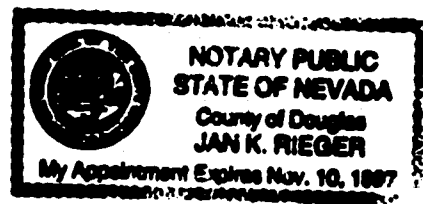
Jan K. Rieger
Notary Public



STATE OF Nevada)
COUNTY OF Douglas) SS.

On June 2, 1994, before me, a notary public, personally appeared Dennis L. Long, who is the President of United Electrical, Inc., personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Jan K. Rieger
Notary Public



**EXHIBIT "A"
TO
CC&Rs**

LEGAL DESCRIPTION

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

A tract of land being a portion of Parcel 1-A as shown on Record of Survey #3 for Meridian Business Park recorded in Book 190, Page 1664 as Document #217917 per Official Records, being located within the North One-Half of the Southeast One-Quarter of the Southwest One-Quarter of Section 8, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada; being further described as follows:

Commencing at the South One-Quarter corner of said Section 8; thence North $25^{\circ}25'36''$ West 1,002.41 feet to the True Point of Beginning, said point being also the Southeast corner of said Parcel 1-A. Thence South $89^{\circ}46'14''$ West on the Southern line of said parcel a distance of 385.00 feet to the Southwest corner of said parcel, being also a point on the Easterly right-of-way of Park Place; thence on said right-of-way, being a 325.00 foot radius curve concave to the East, whose radius point bears North $73^{\circ}07'25''$ East, thru a central angle of $03^{\circ}30'37''$, an arc distance of 19.91 feet; thence North $89^{\circ}46'14''$ East, 203.19 feet; thence North $00^{\circ}00'01''$ West, 313.97 feet to a point on the Northern line of said parcel; thence North $89^{\circ}46'14''$ East on said Northern line a distance of 187.00 feet to the Northeast corner of said parcel; thence South $00^{\circ}00'01''$ East on the Eastern line of said parcel a distance of 333.21 feet to the True Point of Beginning.

Reference is made to Record of Survey recorded February 25, 1994 in Book 294, Page 4641, Document No. 330986, Official Records of Douglas County, Nevada.

A.P.N. 23-040-54

EXHIBIT "B"

ASSOCIATION ASSESSMENTS

<u>Building</u>	<u>Percentage</u>
1 Shankle/Jager III	55.5%
2 Bankofier	26.6%
3 United Electric	17.9%

COOPY

shanjag3.ccr;mod;052394

REQUESTED BY
Brooke & Shew
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'94 JUN 10 AM 1:58

339430
35
BK0694PG1900

SUZANNE BEAUDREAU
RECORDER
\$41.00 PAID *Bl* DEPUTY