

19-
1650 COLORADO ST
CARSON CITY No. 89701
100603

**Declaration of Covenants, Conditions and Restrictions
of Wildhorse Annex Planned Unit Development**

THIS DECLARATION, made this day by Wildhorse Annex Planned Unit Development, by Ian MacSween Construction Company, a Nevada corporation, owner, hereinafter called "Declarant".

**ARTICLE I
RECITALS**

1.01 Declarant is the owner of certain real property located and situate in the County of Douglas, State of Nevada, described in Exhibit "A", which is attached hereto and by reference made a part hereof (hereinafter the "Property").

1.02 In order to establish a general plan for the improvement and development of the Property, Declarant desires to impose on the Property mutual, beneficial restrictions for the benefit of all the lands in the Property and for the benefit of Declarant and the future owners of the Property.

**ARTICLE II
GENERAL PROVISIONS**

2.01 Establishment of Restrictions and Covenants. The Declarant hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth, each and all of which is and are for and shall inure to the benefit of and pass with each and every parcel of the Property and apply to and bind the heirs, assignees and successors in interest of each and every owner of a parcel or parcels of the Property.

2.02 Restrictions Operate as Covenants. Each purchaser of any parcel of the Property covenants and agrees with Declarant, its successors and assigns to use the Property only in accordance with the restrictions herein set forth and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

2.03 Amendment. These Deed Restrictions may be amended by as affirmative vote of seventy-five percent (75%) of the owners of lots within the unit. Any amendment must be recorded in the Office of the County Recorder of Douglas County, Nevada.

2.04 Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by the provisions of these Deed Restrictions. Failure by the owner to enforce any

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said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

3.03 Voting Rights.

3.1.1 Membership in the Association.

Each owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot. Each member shall be entitled to one vote for each lot owned and where a lot is owned by more than one person, the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

3.1.2 Proxy Voting.

Any Owner, including Declarant, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Association.

3.1.3 Cumulative Voting.

The cumulative system of voting shall not be used for any purpose.

3.04 Meetings of Members. The Association shall hold an annual regular meeting of the Association on the first Saturday in June of each year at 10:00 a.m. at a place to be selected on the subdivision.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be the Members entitled to vote 25% of the total vote.

A Chairman shall be selected by the Members. The Chairman of the Association, or in his absence a temporary Chairman selected by a majority of Members present, once a quorum exists, shall call the meeting to order, conduct the meeting and act as Secretary. Except as provided otherwise in this Declaration, any action may be taken at any legally convened meeting of the Association Members upon the affirmative vote of the members having a majority of the total votes present at such meeting in person or by proxy.

3.05 Duties of the Association. Subject to and in accordance with Wildhorse Annex Planned Unit Development Declaration of Covenants, Conditions and Restrictions, the Association shall have and perform each of the following duties for the benefit of the Members of the Association.

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2.05 Definitions.

(a) **Area of Elevation:** Total height and length of a building as projected to a vertical plane.

(b) **Building Line:** An imaginary line parallel to the street right-of-way line that a building structure may be located (except for overhangs, stairs and sunscreens).

(c) **Curbline:** The imaginary line parallel to a lot which is repeated by the curbface abutting the subject lot.

(d) **Lot:** The fractional part of blocks as divided and subdivided on parcel or subdivision maps of the Official Records of Douglas County, Nevada, as they from time to time be amended or modified.

(e) **Right-of-Way Line:** When reference is made to right-of-way line it shall mean the line which is then established on either the adopted County Master Plan, Traffic Circulation Plan, or the filed subdivision or parcel maps as the ultimate right-of-way line for roads or streets.

(f) **Streets:** Reference to all streets or rights-of-way within these restrictive covenants shall mean dedicated vehicular rights-of-way: In the case of private or non-dedicated streets, a minimum setback from the right-of-way line of said streets of thirty (30) feet shall be required for all structures. Except for sidewalks or access drives, this area shall be landscaped according to the setback area standards from dedicated streets contained herein.

ARTICLE III PROPERTY OWNERS ASSOCIATION

3.01 Organization. Wildhorse Annex Planned Unit Development Property Owner's Association (hereafter, the "Association"), shall be a non-profit, Nevada corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law and set forth in its Articles and Bylaws or in this Declaration. Neither the articles nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.02 Membership. Only property owners and Declarant shall be members of the Association. Each Owner shall automatically be a Member of the Association without the necessity of any further action on his part, and Association membership shall be appurtenant to and shall run with the property interest, ownership of which qualifies the owner thereof to membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to

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3.05.1 Members.

The Association shall accept all Owners as Members.

3.05.2 Repair and Maintenance of Detention Ponds, Open Spaces, Roadways, and Utility Improvements.

The Association shall maintain in good repair and condition the detention or retention areas, open spaces, structures, roadway and utility improvements associated with the development. Paving repairs and/or maintenance will be performed under the direction of the Director of Public Works of Douglas County Nevada and/or the majority of the plot owners in the subdivision. Each Member shall be responsible for that portion of the maintenance cost of said detention or retention of areas based upon that Member's percentage ownership of the particular phase of development in which the areas or structures occur.

The Developer of Wildhorse Annex Planned Unit Development has constructed the roadway and utility improvements in accordance with the Standard Specification for Public Works Construction as adopted by Douglas County and all their applicable state and local codes, ordinances and statutes. The Developer shall comply with the provisions of Douglas County code § 16.32.085, and make a perpetual offer of dedication of the roadway and utility improvements, including the sewer system and the water system sufficient to provide fire and domestic flows, to the satisfaction of the Douglas County Public Works Department.

The Subdivision shall be connected to the Mountain View water system for domestic service, pursuant to an Improvement Agreement.

The subdivision shall be connected to the North Valley wastewater treatment plant for sewer service, pursuant to an off site Improvement Agreement.

The Association shall maintain in good repair and condition the roadway and utility improvements associated with the development. Until such time that Douglas County accepts the dedication of said roadway and utility improvements, each Member shall be responsible for that portion of the maintenance cost of said areas based upon that Member's percentage ownership of the particular phase of development in which the roadway and utility improvements occur.

3.05.3 Insurance.

The Association shall obtain and maintain in effect policies of insurance adequate, in the opinion of the Association, in kind and amount which the Association shall deem necessary or expedient to carrying out the Association's functions.

3.06 Liability of Association Members. No member of the Association shall be personally liable to any of the other Association Members, to the Members or to any other person, including Declarant, for any error or omission of the Association, its representatives and employees, or the Architectural Review Committee, provided that such Association Member has, upon the basis of such information as may be possess by him, acted in good faith.

**ARTICLE IV
USE AND BUILDING RESTRICTIONS**

4.01 Commercial Use. No business or commercial enterprise of any form shall be performed or conducted on any parcel or within any dwelling or outbuilding except lots 75 and 76.

4.02 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the property except such signs as may be used by Declarant or its sales agents in connection with the development and sale of the property; provided, however, that for a reasonable time, and from time to time an owner may display on his lot one (1) sign advertising its sale or lease by him so long as such sign complies with any customary and reasonable standards promulgated by the Declarant as to size, color, shape or other qualification for the permitted sign. Political signs, as allowed by the Douglas County Code also shall be permitted. Any permitted sign shall be commercially lettered and shall not exceed four (4) square feet in total area.

4.03 Nuisance. No noxious, offensive or disturbing activity of any kind shall be permitted within any structure or upon any lot within the property, nor shall anything else be done in any residence, on any lot or the property which may be or become an annoyance to the neighborhood or which shall in any way interfere with the quiet enjoyment by each owner of his respective lot and residence, or which shall in any way increase the rate of insurance for Declarant or any owner. This section includes, but is not limited to, the discharge of firearms or fireworks, unmuffled motor vehicles, barking dogs, loudspeakers and other sources of noise.

4.04 No Partitioning or Subdividing. No lot shall be subdivided, parceled or partitioned and no residence shall be erected on less than one lot. No deed, conveyance, transfer or agreement shall be executed or entered into by any owner which would effect or cause a separation into different ownerships, the surface and subsurface rights of any lot or residence or portion thereof.

4.05 Temporary Structures. No temporary residential structure of any form or type and no trailer, basement, tent, shack, barn or other outbuilding shall be constructed or used as any residence at any time, either temporarily or permanently, before completing construction of the main dwelling unit.

4.06 Certificate of Occupancy. Upon commencement of construction of any residence or improvement therein with the property, all reasonable speed and diligence shall be employed by the owner to complete said construction, and completion must be effected within twelve (12) months as evidenced by a Certificate of Occupancy issued by the duly authorized governmental authority.

4.07 Relocated Residences. Except for new structural components approved by the architectural review committee no existing, used, previously constructed or partially constructed structure of any type or nature, including but not limited to trailer homes, mobile homes, modular homes, prefabricated homes or manufactured housing, shall be moved from another place onto the property.

4.08 Motor Driven Cycles. All motor driven cycles shall be used solely for the purpose of transportation. No racing or pleasure riding shall be carried on upon any lot or street.

4.09 Prohibition Against Reflective Building Materials. No building or structure shall be constructed or surfaced with a material that will cause sunlight to be reflected.

4.10 Antennas. No radio transmitting and receiving antennas for short wave or ham radio installations shall be installed.

4.11 Satellite Dishes. No satellite dishes shall be permitted unless they are installed in a manner which meets with the approval of the architectural review committee.

4.12 Utilities. All utility connections and service lines to each lot or residence must be installed underground, including electric service, water service, sewer service, gas service, television and telephone cable, in accordance with accepted construction and utility standards. All outdoor lighting shall be subdued and shielded in such a way as to prevent illumination of and glare to adjacent or nearby properties. Utility type "night lights: shall be prohibited.

4.13 Unightly Items; Garbage Removal; Clotheslines. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, garbage, compost material or similar matter shall be permitted to accumulate on any lot or portion thereof, and shall be disposed of in accordance with accepted sanitary practice. Each owner shall maintain his lot in a neat, orderly and well-groomed manner, and he shall subscribe to a regularly scheduled and established garbage collection service. Each lot shall promptly be cleaned of all waste, debris, used building materials, garbage and other waste materials during the course of construction and following construction. No outdoor clotheslines are permitted on the lots or residences. All refuse containers, woodpiles, storage areas, oil tanks, machinery and equipment shall be prohibited upon any lot or residence unless obscured from view from adjoining residences and lots and streets by a wall, fence or screen approved by the Declarant as to size, color or other qualifications for permitted fences or screens.

4.14 Landscaping. Within six (6) months from the date of first occupancy, or from date of completion, whichever shall first occur, each lot must be fully landscaped and fenced with a six foot

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(6') fence. In the event any lot owner fails to maintain the landscaping in front of his residence and not enclosed by fence to the standard required by the Homeowner's Landscape Committee, the Landscape Committee, after giving said homeowner fifteen (15) days notice of the deficiencies and will maintain said landscaping at the homeowner's expense. In the event the homeowner fails to pay said costs, a lien may be filed by the Homeowner's Association against said homeowner's lot for the cost of said landscaping, together with reasonable attorney's fees to enforce said lien. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.

4.15 Minimum Residence Floor Area. Only one single family dwelling unit used solely for residential purposes, with 1,700 square feet minimum of enclosed living space, shall be constructed. Private, attached or detached garages used in connection with said residence, together with guest or servant's quarters, and other outbuildings, only as expressly provided hereinafter, shall be permitted on a parcel. A minimum two-car garage shall be constructed on the premises.

4.16 Animal Restrictions. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision, provided, however, that dogs, cats or other household pets may be kept there if they are not kept, bred or maintained for commercial purposes or for profit and provide that such pets are not kept in such a manner as to constitute a nuisance.

4.17 Vehicles.

(a) Every single-family dwelling unit constructed within the property shall have on the same lot enough enclosed automobile storage space for at least two (2) automobiles. Any recreational vehicle owned by an owner of a lot must be kept and stored in the enclosed garage or other structure approved by the architectural review committee.

(b) Except as provided in this section, no recreational vehicle or equipment shall hereafter be permitted to remain upon the property, including without limitation, streets, alleys or driveways, unless placed or maintained in the rear or on the side of or attached to a residence within an enclosed structure approved by the architectural review committee.

(c) No automobile, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced or repainted on a residence unless performed within a completely enclosed garage or other structure located on the property or any lot which completely screens the sight and sound of such activity from streets and neighboring residences. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

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(d) Recreational vehicles and equipment are permitted to be parked in front of a residence only in the following circumstances: (i) up to 48 consecutive hours twice each month; (ii) recreational vehicles and equipment owned by guests temporarily visiting an owner may be parked in front of such owner's residence for a period not to exceed on one (1) week.

(e) As used in this section "recreational vehicle or equipment" shall include trailers, boats, campers, trailer coaches, buses, house cars, motorhomes, off-road vehicles, or any other similar type of equipment or vehicle.

(f) As used in this section, "commercial vehicle" shall be defined as a truck of greater than 3/4 ton capacity and any vehicle with a sign prominently displayed on any part thereof advertising any kind of business or on which racks, materials and/or tools are visible. The type of motor vehicle license plate shall not be material to the foregoing definition.

(g) Temporary parking shall mean parking of vehicles belonging to guests of owners and commercial vehicles being used in the furnishing of services to the owners and parking of vehicles belonging to or being used by owners for loading and unloading purposes.

(h) Declarant reserves full right to take action within the parameters of these declarations against the maintenance and use of a vehicle on the property which violates the spirit and intent of this section.

4.18 Exterior Decor. No structure shall be painted or otherwise decorated in any color or in any manner which is not in keeping with the natural surroundings or is otherwise objectionable or detrimental to neighboring residences.

(a) The exterior woodwork of all houses, buildings and structures erected or constructed on any lot shall be siding material limited to natural wood products, stucco, masonry or other equivalent materials acceptable to the Architectural Control Committee and hard board siding or similar products will not be accepted. Said exterior will be painted with at least two (2) coats of paint, varnish or other stain or any approved coloration within thirty (30) days after completion and before occupancy. Further, all roofing services shall be either (1) medium cedar shakes, masonry tiles, high quality composition shingles acceptable to the Architectural Control Committee, or any equivalent material acceptable to the Architectural Control Committee. At no time will the exterior of any house, building or structure be allowed to approach the state of aesthetic deterioration such that it becomes a visual nuisance or objectionable to others in the neighborhood.

(b) Any proposed redecorating or alterations of the exterior of any residence or structure must be submitted to the architectural review committee for approval as to color scheme.

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(c) Any proposed redecorating or alterations of the exterior of any residence or structure will be deemed the equivalent of new construction and must be submitted to the architectural review committee for approval prior to the commencement of such redecorating, alterations or remodeling.

4.19 Fences. No fencing shall be constructed in excess of six (6) feet in height. All fences shall be approved by the architectural review committee prior to installation.

4.20 Excavation. No excavation or drilling for oil, shale, minerals, stone, gravel or earth shall be made upon any lot. Excavation for necessary construction purposes relating to residential units, retaining and court walls, outbuildings and pools, and for the purpose of contouring, shaping and generally improving any lot as a residence is permitted. No excavation shall commence for any purpose without prior approval in writing from the architectural review committee.

4.21 Aircraft Noise. Aircraft noise from the Douglas County Airport extends into the area of WILDHORSE ANNEX and may have a detrimental effect on your daily lifestyle. You are purchasing this property with this understanding and you represent that you will not take any legal or equitable action against Douglas County, Nevada or architectural review committee, their agent, entities or employees, as a result of any noise generated by the Douglas County Airport.

ARTICLE V ARCHITECTURAL CONTROL

5.01 For the purpose of ensuring a quality development of the area, an Architectural Review Committee is established. This Committee shall review and approve all buildings, structures and other improvements placed on each lot, as well as make exceptions to these reservations and restrictions as necessary and proper, whether or not specific provision therefor is stated in any conveyance of a lot hereinafter made. The Architectural Committee shall require the contractor and/or home builder, prior to approval of plans, to furnish a landscape plan and a sprinkler plan to be approved by the Architectural Committee. Completion of the sprinkler system and landscaping, together with fencing the rear yard, shall be completed prior to occupancy. The Architectural Committee can delay these requirements for a maximum of six (6) months. The owner of each lot, by acceptance of title thereto or by taking possession of title thereto or by taking possession thereof, covenants and agrees that no building shall be placed upon such lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Committees herein provided. Declarant hereby appoints as the original three members of the Architectural Committee: Ian MacSween, Edward Barrington and Max Hoseit. The Homeowners, by majority of vote, one (1) vote per lot, may at any time elect new members to the Architectural committee; however, its membership shall not exceed (3) members. Members shall serve at the will of the Homeowners

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Association or the majority of the homeowners in the event they fail to form an association. Structural alteration to the exterior appearance of any building or structure will not be made without Architectural Committee approval.

5.02 No dwelling unit, garage, outbuilding, fence, wall, retaining wall or any type of construction activity, including grading or removal of natural cover, shall be commenced or placed on any lot until two (2) complete sets of plans and specifications thereof, including front, side and rear elevations, floor plans of each floor and basement, exterior color scheme thereof and plot plan indicating topography, including the exact nature of all structures and landscape details, shall have been first submitted in writing to the Architectural Committee for approval. Approval shall be effected by the Committee and one (1) set returned to the applicant. The Architectural Committee shall act diligently on all submissions and if not decided within thirty (30) days, the plans shall be deemed approved.

5.03 The Committee shall examine and approve or stipulate reasonable changes or alterations in plans for any structure, dwelling, unit outbuilding, pool, hedge, fence or wall to be constructed on any lot. Said changes or alterations in plans duly submitted to the Committee shall be made only in the best and continuing interest in maintaining a superior tone and quality of architecture throughout the subdivision. Approval of any plan specification submitted to it shall not cause the Committee or its members to be liable to any person in any way.

5.04 Approval by the Committee of any plans may be withheld due to non-compliance with any of the requirements of this Declaration or due to reasonable disapproval of the Committee as to the location of the building site upon any lot, appearance, construction materials to be used, the grading plan, the harmony of a proposed structure site with the surrounding area and homes, and the influence or effect any structure may have upon the view, outlook or adjacent or neighboring lots.

ARTICLE VI REPAIR AND MAINTENANCE

6.01 Repair and Maintenance by Owner. Every owner shall:

(a) Maintain the exterior of his residence, walls, fences and roof of such residence in good condition and repair; and

(b) Install and thereafter maintain in attractive condition landscaping and sprinkling systems in accordance with the provisions of this Article and Section 4.18 of Article IV.

6.02 Standards for Maintenance and Installation.

(a) Maintenance of the exterior of the residences, including without limitation, walls, fences and roofs shall be accomplished in accordance with the architectural standards and, if

required by the architectural standards, only after approval of the Declarant; and

(b) All slopes or terraces on any residence shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining residences.

ARTICLE VII ASSESSMENTS

7.01 Creation of the Lien and Personal Obligation of the Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay their pro-rata share of the cost of maintaining the streets in the event the County does not accept dedication of the streets. The Association may levy assessments on the Lot Owners for the maintenance of streets and common area property owned by the Association for the benefit of the Lot Owners. The Board of Directors shall affix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment payment date. Any assessment not paid within fifteen (15) days after the Lot Owner is billed, will be charged a late charge of fifteen percent (15%) and shall be liable for reasonable attorney fees to collect said assessment.

ARTICLE VIII GENERAL PROVISIONS

8.01 No Waiver. Failure by the Declarant or any owner to enforce any covenant, condition or restriction herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

8.02 Cumulative Remedies. All rights, options and remedies of Declarant or the owners under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant and the owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

8.03 Severability. Invalidation of any one or a portion 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.

8.04 Covenants to Run with the Land; Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by any owner, their respective legal representatives, heirs, successors and assigns, until January 1, 2005, after which time said covenants, conditions and restrictions

shall be automatically extended for successive periods of Fifteen (15) years, unless an instrument, signed by a majority of then owners has been recorded at least one (1) year prior to the end of any such period, agreeing to change said covenants, conditions and restrictions in whole or in part.

8.05 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. If state or local laws are more restrictive than these Declarations of Covenants, restrictions or conditions than said state or local law shall apply.

8.06 Singular Includes Plural. Where ever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

8.07 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Declarant or any owner. Such remedy shall be deemed cumulative and not exclusive.

8.08 Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of such suit.

8.09 Acceptance of Provisions by Grantees. Each Grantee hereafter of any portion of interest in the project any any purchaser under grant or contract of sale, or lessee under any lease covering any portion or interest in the project, accepts the same subject to all the restrictions, conditions, covenants and reservations provided for in this Declaration.

8.10 Purpose. The purpose of these covenants is to insure the use of 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 site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the adjacent owners. Anything tending to detract from the attractiveness and value of the property of residence purposes will not be permitted.

8.11 Arbitration. If one or more owners are unable to agree on the meaning or effect of any part of this Declaration, the dispute shall be settled by arbitration of the Rules of the American Arbitration Association.

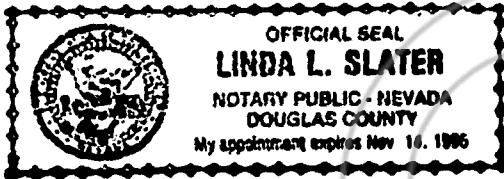
DATED this 11 day of Jan, 1995

WILDHORSE ANNEX
PLANNED UNIT DEVELOPMENT

BY Ian MacSween
IAN MACSWEEN CONSTRUCTION CO.
IAN MACSWEEN

STATE OF NEVADA)
 : SS
COUNTY OF Douglas)

On this 11th day of January, 1995, personally appeared before me, IAN MACSWEEN, dba IAN MACSWEEN CONSTRUCTION COMPANY, known to me or proved to me to be the person mentioned in the above and foregoing document, and who acknowledged to me that he executed the same for the uses and purposes therein mentioned.



Linda L. Slater
Notary Public

REQUESTED BY
Ian MacSween
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER
\$19.00 MAIL OK DEPUTY

EXHIBIT "A"
LEGAL DESCRIPTION

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

The Southwest 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B.&M.

Said land is further described as Parcels 37 and 38, as set forth in the Land Division Map for Nevis Industries, Inc., #3, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 23, 1979, in Book 179, Page 1267, as Document No. 29279.

EXCEPT THEREFROM the South 40 feet of the South 1/2 of the South 1/2 of the Southwest 1/4 of said Section 33, conveyed to Douglas County for roadway purposes, by instrument recorded September 17, 1956, in Book C-1 of Deeds, Page 182, Douglas County, Nevada, records.

FURTHER EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbons now or at any time hereafter therein and thereunder and which may be produced therefrom, together with the free and unlimited right to mine, drill, bore, operate and remove said minerals from beneath the surface of said land at any level below the surface of the herein described property, as conveyed in the Grant Deed from Nevis Industries, Inc., a Nevada Corporation, to Stock Petroleum Co., Inc., recorded March 13, 1980, in Book 380, Page 1315, as Document No. 42677.

REQUESTED BY
PACIFIC TITLE, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER
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