

451

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

**SIERRA COUNTRY ESTATES
SUBDIVISION**

**384279
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FOR SIERRA COUNTRY ESTATES SUBDIVISION

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1 All Owners in the RANCH acknowledge and understand that the
2 RANCH is located in an agricultural area of Douglas County, Nevada,
3 and that there are ongoing pre-existing agricultural practices
4 which have occurred and will continue to occur in the area within
5 the Development. The Owners further understand, accept and
6 acknowledge that this Declaration applies to the residential
7 parcels, improvements and activities on Lots only and does not
8 apply to any property that is designated as Open Space or RANCH
9 uses.

10 In furtherance of such intent, Declarant declares that all
11 Lots described on a final subdivision map or maps recorded on the
12 real property referred to in Exhibit A, whether or not created
13 through a record of survey or a phasing of development by the
14 recording of more than one final map, are and shall be owned, held,
15 conveyed, encumbered, leased, improved, used, occupied and enjoyed
16 subject to the following covenants, conditions and restrictions,
17 and equitable servitudes and the same shall constitute a general
18 plan for the ownership, improvement, sale, use and occupancy of the
19 RANCH and to enhance the value, desirability and quality of the
20 RANCH.

21 This Declaration shall run with the real property described
22 in Exhibit A and shall be binding on all parties having any right,
23 title or interest in the Exhibit A property and their heirs,
24 successors, successors-in-title, and assigns and shall inure to the
25 benefit of each Owner or member thereof. Each, all and every one
26 of the limitations, easements, uses, obligations, covenants,
27 conditions and restrictions herein imposed shall be construed as
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1 equitable servitudes enforceable by the Declarant or any of the
2 Owners of any portion of the property subject to this Declaration
3 against any other Owner, tenant or occupant or said property or
4 portion thereof similarly restricted by this Declaration. The
5 recording of a final subdivision map or maps or a record of survey
6 creating one or more lots is a condition precedent to encumbering
7 any of the land with the application of provisions of this
8 Declaration.

9 ARTICLE I

10 PERMITTED USES AND GENERAL RESTRICTIONS

11 All Lots shall be owned, held, conveyed, encumbered,
12 leased, used, occupied and enjoyed subject to the Design
13 Guidelines, and the following limitations and restrictions:

14 1.01 Design Control. No construction, alteration,
15 repairs, excavation, grading, landscaping or other work on a Lot
16 shall be made or done without the prior written approval of the
17 Architectural and Landscape Committee (hereinafter "ALC").

18 1.02 Residential Use. All Lots within the RANCH shall
19 be improved and used solely for Single Family residential use.

20 1.03 Improvements and Use.

21 A. Residences constructed on all Lots must contain at
22 least three thousand (3,000) square feet of interior living space,
23 exclusive of decks, basements, patios, covered walkways and the
24 like, together with an attached garage with a capacity of three (3)
25 or more cars. Two-story residences must provide at least two-
26 thirds (2/3) of the minimum interior living space on a single level
27 ground floor. Single level is defined as a level that has a

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1 difference between finished floor elevations of three feet (3') or
2 less. The ALC may grant a variance of up to ten percent (10%) of
3 the minimum required square footage if in the opinion of the ALC,
4 the quality of design and materials of the Improvements is
5 not diminished, the intent of this Declaration is not impaired and
6 other compelling reasons exist for the variance.

7 B. Improvements as are necessary or customarily
8 incident to a single family residence including but not limited to
9 guest facilities, employees' quarters, exercise areas, pool houses,
10 recreational areas, workshops or storage structures may be erected
11 on any Lot provided there is a single visually connecting
12 architectural element or component combining the residence and all
13 units of the improvement and approved by the ALC in accordance with
14 the Architectural Design Guidelines. No detached, separate
15 structures are permitted.

16 1.04 Building Setback and Building Envelopes. All
17 structures and Improvements on every Lot shall be placed within a
18 designated building envelope on the Lot.

19 1.05 Maintenance of Lawns, Plantings and Landscape.

20 A. Continuity is established and maintained by the
21 type and kind of landscaping and vegetation approved by the ALC.
22 If not otherwise delineated on a Lot, each Owner shall designate
23 all area of his Lot which is outside of the identified or intended
24 building envelope for the planting, cultivating, landscaping,
25 maintaining and irrigating of transitional vegetation approved by
26 the ALC. Plantings which are low in maintenance and low in water
27 consumption are encouraged.

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1 B. Each Owner shall be responsible for the maintenance
2 of all planted vegetation on his Lot from the date of close of
3 escrow and shall install additional landscaping on his Lot if
4 required by the ALC, including planting lawn, shrubs, trees or
5 ground cover, within one (1) year of the date of close of escrow to
6 mitigate and eliminate dust, weeds and unsightly yard areas.
7 Thereafter, within one (1) year of completion of construction as
8 evidenced by a certificate of occupancy, final landscaping shall be
9 completed. Each Owner shall keep all shrubs, trees, grass and
10 plantings on his lot neatly trimmed, properly cultivated and free
11 from trash, weeds and other unsightly material. Each Owner shall
12 maintain all plantings and shall replace any that die or become
13 diseased. No Owner shall remove, alter or injure any tree or shrub
14 placed in any area by Declarant or any tree on the Lot at date of
15 close of escrow without the prior written approval of the ALC.
16 Declarant or his agent shall have the right (without the duty) to
17 enter upon any Lot at any reasonable time for the purpose of
18 planting, replacing, maintaining or cultivating trees and shrubs
19 within any easement created therefor.

20 1.06 Fences; Easements Over Certain Lots. The Declarant
21 hereby reserves a ten foot (10') easement along those Lots wherein
22 the property line abuts the roadway, for the construction,
23 maintenance and repair of fences. This easement is reserved
24 regardless of whether or not the Declarant constructs the fence,
25 and whether the Owner is responsible for the maintenance and repair
26 of the fence. Throughout the subdivision, all fences authorized by

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1 Declarant shall be of a construction and design similar to pasture
2 fencing provided by Declarant.

3 Except as may be approved by the ALC for tennis courts,
4 there shall be no cyclone fencing or woven wire fencing. All
5 fences must be approved by the ALC.

6 1.07 Unsightly Articles. No unsightly article shall be
7 permitted to remain on any Lot to be visible from neighboring
8 property or public or private thoroughfares. No Lot shall be used
9 for the drying or hanging area for laundry of any kind if visible
10 from neighboring property. Without limiting the generality of the
11 foregoing, vehicles being stored, or not capable of daily use shall
12 be kept in an enclosed structure or screen. Refuse, garbage and
13 trash shall be kept at all times in a covered container and any
14 such container shall be kept within an area so as not to be visible
15 from neighboring property. Service areas, storage areas, compost
16 piles shall be appropriately screened from view; no lumber, grass,
17 plant waste, shrub or tree clippings, metals, bulk materials or
18 scrap or refuse or trash shall be kept, stored or allowed to
19 accumulate on any Lot except within an enclosed structure or kept
20 so as not to be visible from neighboring property. All such
21 containers, areas, screens or structures must be approved by the
22 ALC and none shall be erected unless construction of the primary
23 residential improvement has been commenced.

24 1.08 Parking Restrictions; Use of Garage; Use of
25 Vehicles. No vehicle shall be stored other than within an enclosed
26 structure or screened area. Parking by commercial vehicles for the
27 purpose of making deliveries shall be permitted. No on-street
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1 parking by any Owner, occupant, their family, guests or invitees,
2 is permitted, other than for parties and special events.

3 No garages shall be used for or converted to living
4 quarters or recreational areas without the prior review and
5 approval of the ALC.

6 1.09 Restricted Use of Recreational Vehicles. No
7 vehicle, tent or other similar item shall be used as a living area.

8 1.10 No Temporary Structures. No tent, shack, motor
9 home, camper, trailer, vehicle or other building, improvements or
10 structure shall be placed upon any property as temporary living
11 quarters or temporary improvements. Temporary structures necessary
12 for storage of tools, equipment and supplies and for office space
13 for architects, builders and foremen during actual construction may
14 be approved by the ALC, such approval to include the nature, size,
15 location and duration of such structure.

16 1.11 Antennas. Except for any which may, at Declarant's
17 option, be erected by Declarant or Declarant's designated
18 representative, no exterior radio or television antenna or aerial
19 shall be erected or maintained without the prior written approval
20 of the ALC.

21 1.12 Signs. Except such signs as may be used by
22 Declarant, no sign of any kind shall be displayed on any Lot to the
23 public view without the approval of the ALC except such signs as
24 may be required by legal proceedings or the prohibitions of which
25 is precluded by law. No flashing or moving signs shall be
26 permitted on any Lot or common area. All signage shall be of an
27 architectural style in harmony with the improvements on a Lot as
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1 prescribed by the Design Guidelines and approved in writing by the
2 ALC.

3 1.13 Lights. No spotlights, flood lights or other high
4 intensity lighting shall be placed or utilized upon any Lot which,
5 in any manner, will allow light to be directed or reflected on any
6 other Lot. All exterior lighting shall be "indirect." No tennis
7 courts may be lighted except as may be permitted by the Design
8 Guidelines and approved by the ALC.

9 1.14 Roofing. The roofing material placed upon any
10 improvement within the RANCH must be fire retardant, dense, high
11 definition, bulk material which is fire retardant, slate, concrete
12 tile or other tile meeting the standards set by Douglas County and
13 any regulation of the local fire protection agency. Dark colors
14 and non-reflectivity shall be established in the Design Guidelines.

15 1.15 Animals. No animals, including but not limited to
16 horses, swine, sheep, bovine, llamas, or other domestic farm or
17 agricultural animals, fowl or reptiles of any kind, except a
18 reasonable number of commonly accepted household pets shall be kept
19 on any Lot. No kennel or other facility for raising or boarding
20 dogs, cats or other animals for commercial purposes shall be kept
21 on any Lot. All pets shall be restrained or confined to the Lot
22 and not allowed to run at large. No dog shall be allowed to create
23 an annoyance by loud or incessant barking. As a suggestion, the
24 "invisible fence" may work to restrain pets.

25 1.16 Nuisances. No rubbish or debris of any kind shall
26 be placed or permitted to accumulate upon any Lot and no odors
27 shall be permitted to arise therefrom so as to render any such
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1 property or any portion thereof unsanitary, unsightly, offensive or
2 detrimental to any other Lot. No noise or other nuisance shall be
3 permitted to exist or operate upon any Lot so as to be offensive or
4 detrimental to any other property or to its occupants. Without
5 limiting the generality of any of the foregoing provisions, no
6 exterior speakers, horns, whistles, lights, bells or other sound
7 devices (other than security devices used exclusively for security
8 purposes) shall be located, used or placed on any Lot without the
9 prior written approval of the ALC.

10 1.17 No Hazardous Activities. No activities shall be
11 conducted on any Lot and no improvements constructed on any Lot
12 which are or might be unsafe or hazardous to any person or
13 property. Without limiting the generality of the foregoing, no
14 firearms shall be discharged on any Lot, and no open fires shall be
15 lit or permitted on any Lot except in a contained barbecue unit
16 while attended and in use for cooking purposes.

17 1.18 No Dumping. No Owner shall dump any rubbish or
18 refuse on any Lot in the RANCH.

19 1.19 No Mining and Drilling. No Lot shall be used for
20 the purpose of mining, quarrying, drilling, boring or exploring for
21 or removing water, oil, gas or other hydrocarbons, minerals of any
22 kind, rocks, stones, sand, gravel, aggregate or earth.

23 1.20 Construction Activities. This Declaration shall
24 not be construed so as to unreasonably interfere with or prevent
25 normal construction activities during the construction of
26 improvements by any Owner upon a Lot; provided that when completed
27 such improvements shall in all ways conform to this Declaration and

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1 the Design Guidelines. Construction activities should be pursued
2 to completion with reasonable diligence, be in compliance with
3 applicable federal, state and local laws and ordinances and any
4 rules and regulations adopted pursuant thereto, conform to usual
5 construction practices in the area and conform to the construction
6 rules adopted by the ALC.

7 1.21 Building Permits. Building permits for any
8 structures on a Lot which is subject to this Declaration shall only
9 be issued in accordance with the Douglas County Code and the Design
10 Guidelines and following prior written approval of the Plans and
11 Specifications by the ALC.

12 1.22 Repair of Building. No improvements upon any Lot
13 shall be permitted to fall into disrepair, and each such
14 improvement shall at all times be kept in good condition and repair
15 and adequately painted or otherwise finished by the Owner thereof.

16 1.23 Improvements and Alterations. Except for normal
17 and ordinary maintenance and repair, there shall be no modification
18 to improvements which substantially alters the exterior appearance
19 of any improvement, or the removal of any improvement without the
20 prior approval of the ALC. Notwithstanding this or any provision
21 of this Declaration, in the event of an emergency or the sudden
22 occurrence of unanticipated conditions which threaten the health,
23 safety or physical well-being of persons or property, the ALC or
24 the Declarant shall have the authority, without prior approvals
25 described above, to take whatever remedial action as may be
26 necessary to protect persons and property until such time as

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1 applicable approval procedures provided herein can be reasonably
2 utilized.

3 1.24 No Obstruction to Drainage. No Owner shall erect,
4 construct, maintain, permit or allow any fence or other improvement
5 or obstruction which would interrupt or alter the normal drainage
6 of the land or the Lot within any drainage easement as shown on the
7 recorded subdivision plat or plats. There shall be no interference
8 with the established drainage patterns over any property, except by
9 Declarant, unless adequate provision is made for proper drainage
10 and approved by the ALC. This shall include the provision of
11 culverts of suitable size and other means of accommodating runoff
12 when constructing a driveway connecting with a roadway.

13 1.25 Rental of Lots. Any Owner who leases or otherwise
14 grants occupancy rights to his Lot shall be responsible for
15 assuring compliance by any occupant with all the provisions of this
16 Declaration, the Rules and Design Guidelines and shall be jointly
17 and severally responsible for any violations by the occupant
18 thereof. No commune, co-operative or similar type living
19 arrangement shall be permitted.

20 1.26 No Further Subdividing. No Lot as shown on a final
21 subdivision map or maps and subject to these covenants shall be
22 further divided or subdivided. However, nothing herein shall be
23 deemed to require the approval of the ALC for the transfer or sale
24 of any Lot, including improvements thereon, to more than one (1)
25 person to be held by them as tenants in common or joint tenants, or
26 for the granting of any mortgage or deed of trust.

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1 ARTICLE II

2 PERMITTED USES AND RESTRICTIONS

3 2.01 Lakes, Water Bodies and Wetlands. No lake, pond,
4 stream or other body of water within the RANCH are common area
5 unless so designated by Declarant or its successors or assigns. No
6 Owner, occupant, or person shall use any lake, pond, stream or
7 other body of water, for any purposes, including, without
8 limitation, fishing, swimming, motorized boating, playing or use of
9 personal flotation devices. All water rights appurtenant to the
10 RANCH are those of the Declarant or its successors or assigns. No
11 dredging or filling shall be undertaken on any lake, pond, stream,
12 drainage or other body of water on any Lot except by the Declarant,
13 its successors or assigns.

14 ARTICLE III

15 ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

16 3.01 Members of Committee. There shall be an
17 Architectural and Landscape Committee ("ALC") which shall consist
18 of two (2) members, which shall initially be designated by
19 Declarant. There may also be two (2) alternate members, either of
20 whom may be designated by the Committee to act as substitute on the
21 Committee in the event of absence or disability of either member.
22 Each member of the ALC shall hold office until such time as he has
23 resigned or has been removed or his successor has been appointed,
24 as provided herein. Members of the ALC may be removed at any time
25 without cause.

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1 all required plans and specifications and other information, the
2 ALC may postpone review of anything submitted for approval.

3 3.04 Architectural Design Guidelines. The ALC shall
4 from time to time, and in its sole discretion, adopt, amend and
5 repeal by unanimous vote rules and regulations to be known as
6 "Architectural Design Guidelines" interpreting and implementing the
7 provisions of this Declaration, setting procedures for submittal
8 and design and construction criteria to be followed in submitting
9 proposals to the ALC.

10 3.05 Meetings of the ALC. The ALC shall meet from time
11 to time as necessary to perform its duties hereunder. The ALC may,
12 from time to time by resolution unanimously adopted in writing,
13 designate one of its members to take any action or perform any
14 duties for and on behalf of the ALC, by unanimously adopting
15 written resolutions. In the absence of such designation, the vote
16 or written consent of a majority of all of the members of the ALC
17 shall constitute an act of the ALC as to all matters except the
18 adoption, amendment or repeal of Design Guidelines.

19 3.06 No Waiver of Future Approvals. An approval or
20 consent of the ALC shall not be deemed a waiver of any right to
21 withhold future approval or consent on any other matter whatsoever
22 subsequently or additionally submitted for approval or consent by
23 the same or a different person.

24 3.07 Inspection of Work.

25 A. Completed Work. Inspection of completed work and
26 correction of defects therein shall proceed as follows:

27 ///

1 (i) Upon the completion of any improvements for
2 which approved plans or specifications are required under
3 this Declaration, the Owner shall give written notice of
4 completion of any improvement for which approval of plans
5 and specifications are required to the ALC.

6 (ii) Within the time period set forth in its Rules
7 but not to exceed fifteen (15) days thereafter, the ALC or
8 its duly authorized representative may inspect such
9 improvement. If the ALC finds that such work was not done
10 in strict compliance with all approved plans and
11 specifications submitted or required to be submitted for
12 its prior approval, it shall notify the Owner in writing
13 of such noncompliance within the above period, specifying
14 in reasonable detail the particulars of noncompliance, and
15 shall require the Owner to remedy the same.

16 (iii) If the Owner fails to remedy such
17 noncompliance within thirty (30) days from such
18 notification, the ALC shall notify the Owner in writing of
19 such failure. Upon notice and hearing, the ALC shall
20 issue a ruling determining whether there is a
21 noncompliance and, if so, the nature thereof and the
22 estimated cost of correcting or removing the same. The
23 Owner shall remedy or remove the noncomplying improvement
24 within forty-five (45) days from the date of announcement
25 of the ALC's ruling. If the Owner does not timely comply
26 with the ALC's ruling, the ALC, at its option, may either
27 remove the noncomplying improvement or remedy the
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1 noncompliance, and the Owner shall reimburse ALC upon
2 demand for all expenses incurred in connection therewith.
3 If such expenses are not promptly repaid by the Owner,
4 legal enforcement may be sought and Owner shall also pay
5 all costs and fees of enforcement.

6 B. Work in Progress. The ALC may inspect all work in
7 progress and give notice of noncompliance as provided above in
8 subparagraph (ii) of Section 3.07.A. If the Owner denies that such
9 noncompliance exists, the procedures set out in subparagraph (iii)
10 of Section 3.07.A shall be followed, except that no further work
11 shall be done, pending resolution of the dispute.

12 3.08 Nonliability of ALC Members. Neither the ALC nor
13 any member thereof shall be liable to any Owner or to any other
14 person for any loss, damage or injury arising out of or in any way
15 connected with the performance of the ALC's respective duties under
16 this Declaration unless due to the willful misconduct or bad faith
17 of the ALC or its members. Except as provided in this Declaration,
18 the ALC shall review and approve or disapprove all plans and
19 specifications submitted to it for any proposed improvement,
20 including the construction of, alteration or addition to
21 improvements, solely on the basis of aesthetic considerations and
22 the overall benefit or detriment which would result to the
23 surrounding area. The ALC shall take into consideration the
24 aesthetic aspects of the architectural designs, placement of
25 buildings, landscaping, color schemes, exterior finishes and
26 materials and similar features, but shall not be responsible for
27 reviewing, nor shall its approval of any plans or specifications be
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1 deemed approval thereof, from the standpoint of structural safety,
2 engineering soundness, or conformance with building or other codes
3 which may be applicable to the planned construction.

4 3.09 Variances. The ALC may authorize variances from
5 compliance with any of the architectural provisions of this
6 Declaration or any supplemental declaration, including restrictions
7 upon height, bulk, size, shape, floor area, land area, placement of
8 structures, setbacks, building envelopes, colors, materials, or
9 similar restrictions, when circumstances such as topography,
10 natural obstructions, hardship, or aesthetic or environmental
11 considerations may, in its sole and absolute discretion, warrant.
12 Such variances must be evidenced in writing and must be signed by
13 at least a majority of all of the members of the ALC. If such a
14 variance is granted, no violation of the covenants, conditions or
15 restrictions contained in this Declaration or any supplemental
16 declaration shall be deemed to have occurred with respect to the
17 matter for which the variance was granted. The granting of such a
18 variance shall not operate to waive any of the terms and provisions
19 of this Declaration, the Architectural Design Guidelines or any
20 supplemental declaration for any purpose except as to the
21 particular property and particular provision and in the particular
22 instance covered by the variance.

23 3.10 Obligations with Respect to Zoning and
24 Subdivisions. All persons shall comply fully with the zoning and
25 master plan designations approved for Sierra Country Estates by the
26 Board of Commissioners of Douglas County, Nevada, and with all
27 applicable federal, state and local laws, regulations and
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1 ordinances, insofar as the same is applicable and as the same may
2 hereafter be amended from time to time.

3 ARTICLE IV

4 MAINTENANCE, FUNDS AND ASSESSMENTS

5 4.01 Maintenance. For the benefit of Owners and
6 Declarant, Declarant shall keep, repair and maintain the interior
7 road, landscaping, entry gate, fences and ponds, landscaping, any
8 lighting, irrigation system, and liability insurance. The cost for
9 such obligation shall be paid and collected as set forth in this
10 Article IV.

11 4.02 Future Obligation. At such time as Declarant
12 terminates its existence, and William R. or Marsha L. Tomerlin, or
13 the survivor thereof, waives the right to assume such obligation,
14 the Owners may form an association to perform the maintenance,
15 repair, and insurance payment functions. In the absence of such an
16 association, a majority of the Owners may simply informally
17 contract for the performance of such services with whomever they
18 choose, and that informal group shall have the authority to collect
19 funds and place and collect assessments, along with all additional
20 authority provided pursuant to this Article IV.

21 4.03 Agreement to Pay. Each Owner of a Lot, evidenced
22 by the recording of a deed in his name, covenants and agrees to pay
23 to Declarant such regular and special assessments as are
24 established, made, and collected as provided in this Declaration.
25 Declarant acknowledges that It (and Its successors and assigns) is
26 responsible for the regular and special assessments as
27 established and provided for in this Declaration for its two (2)
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1 homes, which are not otherwise burdened by these restrictive
2 covenants.

3 Each lot in the subdivision other than those owned by
4 Declarant shall pay its estimated share of common expenses. A list
5 of services and estimate of initial costs is attached hereto as
6 Exhibit B and incorporated herein by reference. Each Lot shall be
7 required to pay on an annual estimate, payable quarterly. In the
8 first phase, each Lot shall be responsible for the payment of 1/13
9 of the total. After recording of the second phase, each Lot, other
10 than those owned by Declarant, shall be responsible for the payment
11 of 1/25 of the total estimate, such number being comprised of the
12 23 Lots in the subdivision and the 2 homes owned by Declarant not
13 otherwise burdened by these restrictive covenants.

14 4.04 Regular Annual Assessments. Prior to the beginning
15 of each fiscal year, Declarant shall estimate the expenses to be
16 incurred during such year in performing its functions under this
17 Declaration, including a reasonable amount for contingencies and
18 appropriate replacement reserves, less any expected income and any
19 surplus from the prior year's fund. Uniform and equal assessments
20 sufficient to pay such estimated net charges shall then be levied
21 and collected as provided in this Article IV. If the sums
22 collected prove inadequate for any reason, including nonpayment of
23 any individual assessment, the Declarant may at any time and from
24 time to time levy further assessments as provided above. All such
25 regular assessments shall be due and payable during the fiscal year
26 in equal quarterly installments or in such other manner as the
27 Declarant may designate in its sole and absolute discretion.
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1 Upon the purchase of a lot which has not been improved with
2 a residence, the Owner will be required to pay a fifty percent
3 (50%) assessment. Upon issuance of a building permit, the Owner
4 will be required to pay the full assessment as established and
5 provided in this Declaration.

6 4.05 Late Charges. If any assessment, whether regular
7 or special, is not paid within fifteen (15) days after it is due,
8 the Owner may be required to pay a late charge at such rate as the
9 Declarant may designate from time to time not to exceed eighteen
10 percent (18%) simple interest per annum.

11 4.06 Unpaid Assessments as Liens. The amount of any
12 delinquent assessment, whether regular or special, assessed against
13 any Lot and any late payment charge attributable thereto, plus
14 interest on such assessment and charge at a rate not to exceed
15 eighteen percent (18%) per annum simple interest, and the costs of
16 collecting the same, including reasonable attorney's fees, shall be
17 a lien upon such Lot and the improvements thereon. Such lien shall
18 be prior to any declaration of homestead. Such lien shall be
19 created in accordance with NRS 116.3116 and shall be foreclosed in
20 the manner provided for in NRS 116.31162, 116.31164 and 116.31168.

21 4.07 Mortgage Protection. Notwithstanding any other
22 provision of this Declaration, no lien created under this Article
23 IV or under any other Article of this Declaration, nor any lien
24 arising by reason of any breach of this Declaration nor the
25 enforcement of any provision of this Declaration or of any
26 supplemental declaration shall defeat or render invalid the rights
27 of the beneficiary under any recorded mortgage or deed of trust of
28

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1 first and senior priority now or hereafter upon a Lot, made in good
2 faith and for value perfected before the date on which the
3 assessment sought to be enforced became delinquent. However, after
4 the foreclosure of any such first mortgage or deed of trust or
5 after any conveyance in lieu of foreclosure, such Lot shall remain
6 subject to this Declaration and shall be liable for all regular and
7 special assessments levied subsequent to completion of such
8 foreclosure or delivery of such conveyance in lieu of foreclosure,
9 and to all installments of all regular and special assessments
10 levied prior to completion of such foreclosure or delivery of such
11 conveyance but falling due after such completion or such delivery.

12 4.08 Effect of Amendments on Mortgages. Notwithstanding
13 the provisions of Section 5.02 below, no amendment of this
14 Declaration shall affect the rights of any beneficiary whose
15 mortgage or deed of trust has the first and senior priority and
16 whose mortgage or deed of trust is recorded prior to the recording
17 of the amendment and who does not join in the execution of the
18 amendment. However, after foreclosure or conveyance in lieu of
19 foreclosure, the Lot which was subject to such mortgage or deed of
20 trust shall be subject to such amendment.

21 ARTICLE V

22 MISCELLANEOUS

23 5.01 Term. This Declaration, including all of the
24 covenants, conditions and restrictions hereof, shall run until 31
25 December 2093, unless amended as herein provided. After 31
26 December 2093, this Declaration, including all such covenants,
27 conditions and restrictions, shall be automatically extended for
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1 successive periods of ten (10) years each, unless amended or
2 extinguished by a written instrument executed by at least a
3 majority of the Owners and recorded in the Douglas County real
4 property records.

5 5.02 Amendment.

6 A. Special Provisions. No amendment of Article IV
7 shall be effective as to any beneficiary who does not join in the
8 execution thereof provided that its mortgage or deed of trust is
9 recorded in the real property records of the county prior to the
10 recordation of such amendment. No amendment of this Declaration
11 shall be effective until executed and recorded in Douglas County in
12 the manner herein provided.

13 B. By Declarant. Except as provided in Section
14 5.02.A, this Declaration may be amended only by the Declarant, its
15 successors, and assigns, until 31 December 2020, including the
16 unilateral right to encumber additional property with these
17 covenants.

18 C. By Owners. After 31 December 2020, this
19 Declaration may be amended by recording in the official records of
20 Douglas County an instrument setting forth the amendment and
21 certifying that such amendment has been approved by fifty-one
22 percent (51%) of the Owners. These amendments may include new or
23 different maintenance agreements, Owners' rights, etc.

24 5.03 Notices. Any notice permitted or required to be
25 given by this Declaration shall be in writing and may be delivered
26 either personally or by mail. If delivery is made by mail, it
27 shall be deemed to have been delivered on the third day (other than
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1 a Sunday or a legal holiday) after a copy of the same has been
2 deposited in the United States mail, postage prepaid.

3 5.04 Enforcement and Nonwaiver.

4 A. Right of Enforcement. Except as otherwise provided
5 herein, any Owner, or Declarant, shall have the right to enforce
6 all of the provisions of this Declaration against any Lot and the
7 Owners thereof. Such right of enforcement shall include both
8 damages for and injunctive relief against the breach of any such
9 provision.

10 B. Violation a Nuisance. Every act or omission
11 whereby any provision of this Declaration is violated in whole or
12 in part is hereby declared to be a nuisance and may be enjoined or
13 abated by any Owner, or by Declarant, whether or not the relief
14 sought is for negative or affirmative action. However, only
15 Declarant may enforce by self-help any of the provisions of this
16 Declaration, and then only if such self-help is preceded by
17 reasonable notice to the Owner in question.

18 C. Violation of Law. Any violation of any federal,
19 state or local law, ordinance or regulation pertaining to the
20 ownership, occupancy or use of any Lot hereby is declared to be a
21 violation of this Declaration and subject to all of the enforcement
22 procedures set forth in said restrictions.

23 D. Remedies Cumulative. Each remedy provided by this
24 Declaration is cumulative and not exclusive.

25 ///

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28 William R. Tomerlin Trust of 1988 W-R.T.

1 E. Nonwaiver. The failure to enforce any provision of
2 this Declaration at any time shall not constitute a waiver of the
3 right thereafter to enforce any such provision or any other
4 provision of said Declaration.

5 5.05 Construction.

6 A. Restrictions Severable. Each of the provisions of
7 this Declaration shall be deemed independent and severable, and the
8 invalidity or partial invalidity of any provision or portion
9 thereof shall not affect the validity or enforceability of any
10 other provision.

11 B. Singular Includes Plural. Unless the context
12 requires a contrary construction, the singular shall include the
13 plural and the plural the singular; and the masculine, feminine or
14 neuter shall each include the masculine, feminine and neuter.

15 C. Captions. All captions and titles used in this
16 Declaration are intended solely for convenience of reference and
17 shall not enlarge, limit or otherwise affect that which is set
18 forth in any of the paragraphs, sections or articles hereof.

19 D. Liberal Construction. It is the intention of
20 Declarant that this Declaration be liberally construed to promote
21 the purpose of a well planned community, reserving to the Declarant
22 the rights necessary to complete the project and to ensure the
23 integrity of the interrelated land uses.

24 ///

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28 William R. Tomerlin Trust of 1988 W.R.T.

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1 E. Successors and Assigns. The benefits and burdens
2 created by this agreement shall inure to the successors and assigns
3 of the Declarant, owners and lenders as applicable.

4 IN WITNESS WHEREOF, Declarant has executed this Declaration
5 the day and year first above written.

7 THE WILLIAM R. TOMERLIN TRUST OF 1988

8 By William R. Tomerlin Trustee
9 William R. Tomerlin, Trustee

11 THE WILLIAM R. TOMERLIN TRUST OF 1988

12 By Marsha L. Tomerlin Trustee
13 Marsha L. Tomerlin, Trustee

15 STATE OF NEVADA)
16) ss.
17 COUNTY OF DOUGLAS)

18 On October 10, 1995, personally appeared
19 before me, a notary public, WILLIAM R. TOMERLIN, personally known
20 (or proved) to me to be the person whose name is subscribed to the
21 above instrument who acknowledged that he executed the instrument.

22 Sandy Storke
23 Notary Public



28 William R. Tomerlin Trust of 1988 WRT

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1 STATE OF NEVADA)
2 COUNTY OF DOUGLAS) ss.

3 On October 10, 1995, personally appeared
4 before me, a notary public, MARSHA L. TOMERLIN, personally known
5 (or proved) to me to be the person whose name is subscribed to the
6 above instrument who acknowledged that she executed the instrument.

7
8 Sandy Storke
Notary Public



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William R. Tomerlin Trust of 1988 W.R.T.

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EXHIBIT A

**Sierra Country Estates - Phase 1
Legal description of the
Boundary of Lots 1 through 13**

October 26, 1995

A boundary description of lots 1 through 13 being a part of Sierra Country Estates - Phase 1 which is located within a portion of Section 10, Township 12 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada; being within parcels 'A' and 'B' of the Record of Survey for William R. Tomerlin Trust, recorded in the Douglas County Recorder's Office on April 17, 1995, Book 495, Page 2334 and Document Number 360223 being further described as follows:

COMMENCING at the west One-quarter corner of said Section 10, as shown on Record of Survey for William R. Tomerlin Trust, recorded April 17, 1995, Document Number 360223, thence South $89^{\circ} 52' 33''$ East, 237.57 feet; thence South $25^{\circ} 09' 14''$ East, 48.67 feet to a point being at the northwest corner of Lot 9 and the TRUE POINT OF BEGINNING: -

thence South $89^{\circ} 54' 20''$ East, 50.59 feet;

thence on a 1012.00 foot radius curve concave to the north, whose chord bears North $88^{\circ} 26' 33''$ East, through a central angle of $03^{\circ} 18' 13''$, an arc length of 58.35 feet;

thence on a 2074.13 foot radius curve convex to the north, whose chord bears North $89^{\circ} 13' 24''$ East, through a central angle of $04^{\circ} 51' 55''$, an arc length of 176.13 feet;

thence on a 987.00 foot radius curve concave to the north, whose chord bears North $89^{\circ} 16' 59''$ East, through a central angle of $04^{\circ} 44' 47''$, an arc length of 81.76 feet;

thence on a 823.86 foot radius curve convex to the north, whose chord bears North $87^{\circ} 28' 14''$ East, through a central angle of $01^{\circ} 07' 18''$, an arc length of 16.13 feet to the northwest corner of lot 8;

thence continuing on a 823.86 foot radius curve convex to the south, whose chord bears South $86^{\circ} 49' 55''$ East, through a central angle of $10^{\circ} 16' 25''$, an arc length of 147.72 feet;

thence on a 262.00 foot radius curve concave to the north, whose chord bears North $89^{\circ} 04' 18''$ East, through a central angle of $18^{\circ} 28' 00''$, an arc length of 84.44 feet, to the northwest corner of lot 7;

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Sierra Country Estates - Phase 1
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thence on a 438.00 foot radius curve convex to the north, whose chord bears
North 84° 46' 08" East, through a central angle of 09° 51' 40", an arc length of 75.38 feet;

thence North 89° 41' 57" East, 43.88 feet;

thence on a 438.00 foot radius curve convex to the south, whose chord bears
South 83° 38' 22" East, through a central angle of 13° 19' 21", an arc length of 101.85 feet to the
northwest corner of lot 6;

thence continuing on a 438.00 foot radius curve convex to the south, whose chord bears
South 74° 36' 56" East, through a central angle of 04° 43' 30", an arc length of 36.12 feet;

thence on a 337.00 foot radius curve concave to the south, whose chord bears
South 81° 03' 52" East, through a central angle of 17° 37' 21", an arc length of 103.65 feet;

thence South 89° 52' 33" East, 110.56 feet to the northwest corner of lot 5;

thence continuing South 89° 52' 33" East, 228.11 feet to the northwest corner of lot 4;

thence continuing South 89° 52' 33" East, 186.33 feet;

thence on a 875.00 foot radius curve convex to the south, whose chord bears
South 88° 09' 08" East, through a central angle of 03° 26' 51", an arc length of 52.65 feet to the
northwest corner of lot 3;

thence continuing on a 875.00 foot radius curve convex to the south, whose chord bears
South 84° 47' 27" East, through a central angle of 03° 16' 31", an arc length of 50.02 feet;

thence on a 1745.93 foot radius curve concave to the south, whose chord bears
South 86° 22' 30" East, through a central angle of 06° 26' 38", an arc length of 196.36 feet
to the northwest corner of lot 2;

thence continuing on a 1745.93 foot radius curve concave to the north, whose chord bears
North 86° 54' 08" East, through a central angle of 07° 00' 05", an arc length of 213.35 feet;

thence on a 875.00 foot radius curve convex to the north, whose chord bears
North 85° 10' 13" East, through a central angle of 03° 32' 16", an arc length of 54.03 feet to the
northwest corner of lot 1;

Sierra Country Estates - Phase 1
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thence continuing on a 875.00 foot radius curve convex to the north, whose chord bears North $88^{\circ} 31' 54''$ East, through a central angle of $03^{\circ} 11' 05''$, an arc length of 48.64 feet;

thence South $89^{\circ} 52' 33''$ East, 108.58 feet;

thence on a 150.00 foot radius curve convex to the south, whose chord bears South $42^{\circ} 01' 49''$ East, through a central angle of $95^{\circ} 41' 28''$, an arc length of 250.52 feet;

thence South $05^{\circ} 48' 55''$ West, 66.91 feet;

thence on a 300.00 foot radius curve convex to the south, whose chord bears South $08^{\circ} 12' 35''$ West, through a central angle of $04^{\circ} 47' 21''$, an arc length of 25.08 feet;

thence on a 942.00 foot radius non-tangent curve concave to the north, whose chord bears North $87^{\circ} 21' 32''$ West, through a central angle of $18^{\circ} 04' 54''$, an arc length of 297.28 feet to the southwest corner of lot 1;

thence continuing on a 942.00 foot radius curve concave to the south, whose chord bears South $78^{\circ} 23' 34''$ West, through a central angle of $10^{\circ} 24' 55''$, an arc length of 171.24 feet;

thence on a 483.00 foot radius curve convex to the south, whose chord bears South $79^{\circ} 13' 28''$ West, through a central angle of $12^{\circ} 04' 42''$, an arc length of 101.82 feet to the southwest corner of lot 2;

thence continuing on a 483.00 foot radius curve convex to the north, whose chord bears North $85^{\circ} 41' 52''$ West, through a central angle of $18^{\circ} 04' 39''$, an arc length of 152.39 feet;

thence on a 492.00 foot radius curve concave to the north, whose chord bears North $82^{\circ} 12' 40''$ West, through a central angle of $11^{\circ} 06' 14''$, an arc length of 95.35 feet to the southwest corner of lot 3;

thence continuing on a 492.00 foot radius curve concave to the south, whose chord bears South $83^{\circ} 27' 54''$ West, through a central angle of $17^{\circ} 32' 39''$, an arc length of 150.65 feet;

thence on a 533.00 foot radius curve convex to the south, whose chord bears South $79^{\circ} 34' 38''$ West, through a central angle of $09^{\circ} 46' 07''$, an arc length of 90.87 feet to the southwest corner of lot 4;

Sierra Country Estates - Phase 1
October 26, 1995

thence continuing on a 533.00 foot radius curve convex to the north, whose chord bears North $84^{\circ} 03' 09''$ West, through a central angle of $22^{\circ} 58' 18''$, an arc length of 213.70 feet;

thence North $73^{\circ} 27' 41''$ West, 17.71 feet to the southwest corner of lot 5;

thence on a 567.00 foot radius curve concave to the north, whose chord bears North $86^{\circ} 58' 26''$ West, through a central angle of $25^{\circ} 14' 06''$, an arc length of 249.73 feet to the southwest corner of lot 6;

thence continuing on a 567.00 foot radius curve concave to the south, whose chord bears South $78^{\circ} 58' 27''$ West, through a central angle of $02^{\circ} 52' 07''$, an arc length of 28.39 feet;

thence on a 758.00 foot radius curve convex to the south, whose chord bears South $84^{\circ} 46' 01''$ West, through a central angle of $14^{\circ} 27' 14''$, an arc length of 191.22 feet to the southwest corner of lot 7;

thence continuing on a 758.00 foot radius curve convex to the north, whose chord bears North $78^{\circ} 58' 50''$ West, through a central angle of $18^{\circ} 03' 02''$, an arc length of 238.80 feet to the southwest corner of lot 8;

thence on a 260.00 foot radius curve concave to the south, whose chord bears South $82^{\circ} 30' 55''$ West, through a central angle of $55^{\circ} 03' 32''$, an arc length of 249.85 feet to the southwest corner of lot 9;

thence continuing on a 260.00 foot radius curve concave to the south, whose chord bears South $38^{\circ} 02' 34''$ West, through a central angle of $33^{\circ} 53' 10''$, an arc length of 153.77 feet to the southwest corner of lot 10;

thence continuing on a 260.00 foot radius curve concave to the south, whose chord bears South $10^{\circ} 14' 28''$ West, through a central angle of $21^{\circ} 43' 02''$, an arc length of 98.55 feet;

thence on a 750.00 foot radius curve concave to the south, whose chord bears South $05^{\circ} 20' 32''$ East, through a central angle of $09^{\circ} 26' 58''$, an arc length of 123.69 feet to the southeast corner of lot 11;

thence continuing on a 750.00 foot radius curve concave to the south, whose chord bears South $12^{\circ} 49' 06''$ East, through a central angle of $05^{\circ} 30' 11''$, an arc length of 72.04 feet;

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thence on a 1000.00 foot radius curve convex to the south, whose chord bears South $07^{\circ} 37' 34''$ East, through a central angle of $15^{\circ} 53' 16''$, an arc length of 277.29 feet to the southeast corner of lot 12;

thence continuing on a 1000.00 foot radius curve convex to the south, whose chord bears South $01^{\circ} 29' 54''$ West, through a central angle of $02^{\circ} 21' 39''$, an arc length of 41.21 feet;

thence on a 888.36 foot radius curve concave to the south, whose chord bears South $00^{\circ} 35' 15''$ East, through a central angle of $06^{\circ} 31' 56''$, an arc length of 101.28 feet;

thence South $03^{\circ} 51' 13''$ East, 165.14 feet;

thence on a 240.29 foot radius curve convex to the south, whose chord bears South $07^{\circ} 16' 58''$ West, through a central angle of $22^{\circ} 16' 23''$, an arc length of 93.41 feet to the southeast corner of lot 13;

thence on a non-tangent line North $72^{\circ} 39' 45''$ West, 376.60 feet to South sixteenth corner of the Sections 9 and 10 of said Township and Range,

thence North $00^{\circ} 10' 33''$ East along the west line of said Section 10, 305.17 feet to the northwest corner of lot 13;

thence North $77^{\circ} 30' 42''$ East, 70.14 feet to the southwest corner of lot 12;

thence on a 352.81 foot radius non-tangent curve convex to the north, whose chord bears North $06^{\circ} 40' 35''$ East, through a central angle of $08^{\circ} 43' 38''$, an arc length of 53.74 feet;

thence on a 132.00 foot radius curve concave to the north, whose chord bears North $12^{\circ} 08' 52''$ West, through a central angle of $46^{\circ} 22' 33''$, an arc length of 106.84 feet;

thence on a 89.40 foot radius curve convex to the north, whose chord bears North $19^{\circ} 55' 30''$ West, through a central angle of $30^{\circ} 49' 18''$, an arc length of 48.09 feet;

thence North $04^{\circ} 30' 51''$ West, 29.74 feet;

thence on a 488.00 foot radius curve convex to the north, whose chord bears North $00^{\circ} 13' 01''$ West, through a central angle of $08^{\circ} 35' 40''$, an arc length of 73.20 feet;

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thence on a 512.00 foot radius curve concave to the north, whose chord bears North $03^{\circ} 33' 02''$ East, through a central angle of $01^{\circ} 03' 34''$, an arc length of 9.47 feet to the northwest corner of lot 12;

thence continuing on a 512.00 foot radius curve concave to the north, whose chord bears North $00^{\circ} 41' 09''$ East, through a central angle of $04^{\circ} 40' 13''$, an arc length of 41.73 feet;

thence North $01^{\circ} 38' 58''$ West, 50.00 feet;

thence on a 788.00 foot radius curve convex to the north, whose chord bears North $01^{\circ} 02' 11''$ East, through a central angle of $05^{\circ} 22' 17''$, an arc length of 73.88 feet;

thence on a 312.00 foot radius curve concave to the north, whose chord bears North $01^{\circ} 36' 12''$ West, through a central angle of $10^{\circ} 39' 03''$, an arc length of 58.00 feet;

thence on a 988.00 foot radius curve convex to the north, whose chord bears North $03^{\circ} 29' 05''$ West, through a central angle of $06^{\circ} 53' 17''$, an arc length of 118.78 feet;

thence North $00^{\circ} 02' 26''$ West, 46.77 feet to the northwest corner of lot 11;

thence on a 80.00 foot radius curve convex to the north, whose chord bears North $12^{\circ} 40' 49''$ East, through a central angle of $25^{\circ} 26' 30''$, an arc length of 35.52 feet;

thence on a 80.00 foot radius curve concave to the north, whose chord bears North $19^{\circ} 31' 31''$ East, through a central angle of $11^{\circ} 45' 05''$, an arc length of 16.41 feet;

thence North $13^{\circ} 38' 59''$ East, 23.55 feet;

thence on a 87.00 foot radius curve concave to the north, whose chord bears North $06^{\circ} 42' 51''$ East, through a central angle of $13^{\circ} 52' 16''$, an arc length of 21.06 feet;

thence on a 250.00 foot radius curve convex to the north, whose chord bears North $02^{\circ} 49' 41''$ East, through a central angle of $06^{\circ} 05' 56''$, an arc length of 26.61 feet;

thence on a 135.00 foot radius curve concave to the north, whose chord bears North $09^{\circ} 02' 09''$ West, through a central angle of $29^{\circ} 49' 34''$, an arc length of 70.28 feet;

Sierra Country Estates - Phase 1
October 26, 1995

thence on a 38.00 foot radius curve convex to the north, whose chord bears
North 06° 03' 03" West, through a central angle of 35° 47' 47", an arc length of 23.74 feet;

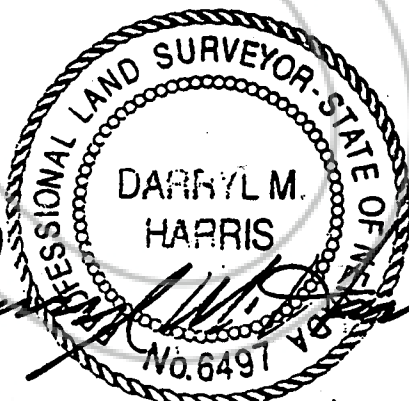
thence North 11° 50' 50" East, 15.71 feet;

thence on a 37.50 foot radius curve convex to the north, whose chord bears
North 50° 58' 15" East, through a central angle of 78° 14' 50", an arc length of 51.21 feet;

thence South 89° 54' 20" East, 186.08 feet to the northeast corner of lot 10 being the TRUE
POINT OF BEGINNING;

Containing 24.14 acres, more or less, along with and subject to all easements as shown on the
final subdivision plat of Sierra Country Estates - Phase 1, whether of record or not.

Basis of Bearing: The North line of the Southwest One-quarter of section 10 as shown on the
Record of Survey for William R. Tomerlin Trust, recorded in the Douglas County Recorder's
Office on April 17, 1995, Book 495, Page 2334 and Document Number 360223.



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**EXHIBIT B TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SIERRA COUNTRY ESTATES**

MAINTENANCE PROGRAM

PHASE I (14 LOTS)

Maintenance Man including Truck
& Equipment

365 Hrs. @ \$22.50 = \$8,125

Snow Plowing

30 Hrs. @ \$45 = \$1,350

Maintenance:

Gate, Fence, Ponds,
Plants, Flowers,
Road, Etc. =

\$7,000

Total Per Year

\$16,475

Per Lot

1,176

Per Quarter

294

Per Month

98

To be paid quarterly

PHASE II (24 LOTS)

Maintenance Man including Truck
& Equipment

700 Hrs. @ \$22.50 = \$15,750

Snow Plowing

45 Hrs. @ \$45 = \$2,025

Maintenance:

Gate, Fence, Ponds,
Plants, Flowers,
Road, Etc. =

\$10,500

Total Per Year =

\$28,275

Per Lot =

1,781

Per Quarter =

294

Per Month =

98

REQUESTED BY
Marsha Tomerlin
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 MAR 28 AM 1:39

LINDA SLATER
RECORDER

\$45 PAID *Bl* DEPUTY

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