

When recorded, mail to:

Brooke & Shaw, Ltd.
Post Office Box 2860
Minden, NV 89423

AMENDED
DECLARATION
OF
COVENANTS,
CONDITIONS
AND
RESTRICTIONS
OF
PLEASANTVIEW

Replacing All Previous CC&Rs and Amendments Thereto
Recorded on Phase V and Phase VI of Pleasantview

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
PLEASANTVIEW

THIS DECLARATION is made this _____ day of _____, 1997,
GREGORY C. LYNN and SUZANNE TOWSE, TRUSTEES OF THE 1995 GREGORY C.
LYNN AND SUZANNE TOWSE TRUST AGREEMENT DATED MAY 16, 1995 (herein called
"Declarants").

ARTICLE I
RECITALS AND DECLARATION

1.1 Ownership of Property: Declarants are the owners of certain real property located in Douglas County, Nevada, described in Exhibit "A" attached hereto and incorporated herein by this reference.

1.2 Authority: Pursuant to Section 10.1(A) of the Declaration of Covenants, Conditions and Restrictions of Pleasantview (CC&Rs) recorded with the Office of the Douglas County Recorder on April 12, 1990, in the office of the Recorder of Douglas County, Nevada, in Book 490 at Pages 1438 through 1461 as Document No. 223722, Declarant is authorized and permitted to amend the CC&Rs.

1.3 Intention of Declarants: The Property described is commonly known and referred to as Phase V and Phase VI of PLEASANTVIEW. The property primarily consists of Units upon which single family residences will be constructed. By this Declaration, Declarants intend to set forth the common plan for the use, enjoyment, maintenance, repair, restoration and improvement of the property and the interests therein conveyed or reserved, and for the payment

of any and all expenses pertaining thereto. Declarants also intend to impose upon the property mutually beneficial restrictions. This Declaration will supercede all previous restrictions recorded on Phase V and Phase VI as described in Exhibit "A".

1.4 Declaration and Property Subject Thereto: NOW, THEREFORE, in furtherance of such intent, Declarants hereby declare that all of the real property referred to herein in Exhibit "A" attached hereto, and such other real property as may become annexed and subject hereto as described in Article VII of this Declaration is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions. All of the limitations, covenants, restrictions and conditions shall run with said real property and shall be binding upon and shall inure to the benefit of Declarants, and each and every party having or acquiring any right, title or interest in the real property subject hereto or any part thereof and shall inure to the benefit of and shall be binding upon each successor in interest thereto. Each and all of said limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be and shall be construed as equitable servitudes, enforceable by any of the Owners of any portion of the real property subject hereto against any other owner, tenant or occupant of said real property or any portion thereof.

ARTICLE II

DEFINITIONS

General: The words defined in the following paragraphs of this Article II shall have the meaning specified for all purposes in this Declaration unless the context requires otherwise or unless expressly provided to the contrary.

2.1 Beneficiary: A beneficiary under a deed of trust or a second party under a security interest, and/or the assignee of such beneficiary or secured party.

2.2 Declarants: Means and refers to GREGORY C. LYNN, and SUZANNE TOWSE, TRUSTEES OF THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST AGREEMENT DATED MAY 16, 1995, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Unit from the Declarants for the purpose of development.

2.3 Declaration. Any instruments, however denominated, that create common covenants, conditions and restrictions, including any amendments to those instruments.

2.4 Developmental Rights. Any right or combination of rights reserved by a declarant in the declaration to:

- a. Add real estate to a subdivision;
- b. Create units, common elements or limited common elements within a subdivision;
- c. Subdivide units or convert units into common elements; or
- d. Withdraw real estate from a subdivision.

2.5 Dispose and Disposition. A voluntary transfer to a purchaser of any legal or equitable interest in a unit, but the term does not include the transfer or release of a security interest.

2.6 Improvement: Any building, outbuilding, shed, road, driveway, parking area, walk, fence, wall, stair, arbor, deck, pole, sign, pool, tank, ditch, landscaping, court, gate, statue, marker, bridge, hole, pipe, screening wall, retaining wall, hedge, wind break, planting, planted tree and shrub, and any other structure or landscaping improvement of every type and kind.

2.7 Offering. Any advertisement, inducement, solicitation or attempt to encourage any person to acquire any interest in a unit, other than as security for an obligation.

2.8 Owner: The record Owner of any Unit subject to this Declaration that is subject hereto and the record owner of any unit that is annexed. "Owner" shall include a vendee under an Installment Contract of Sale and shall exclude the vendor thereunder and those having an interest in any Property that is subject to this Declaration solely for security for the performance of an obligation.

2.9 Person. Person includes a government and governmental subdivision or agency.

2.10 Real Estate. Any leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements and interests that by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. Real estate includes parcels with or without upper or lower boundaries, and spaces that may be filled with air or water.

2.11 Residential Unit: The structure or structures situated upon a Unit designed or arranged for use and occupancy as a residence on a monthly or annual basis, including any garage, carport and guest house located on such Unit.

2.12 Residential Use. Use as a dwelling or for personal, family or household purposes by ordinary customers, whether rented to particular persons or not.

2.13 Secured Party: A beneficiary under or holder of a deed of trust as well as a secured party named in a security interest.

2.14 Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association and any other consensual lien or contract for

retention of title intended as security for an obligation.

2.15 Single Family: One (1) or more persons each related to the other by blood, marriage or legal adoption or a group of not more than four (4) persons not all so related together with their domestic employees and servants who maintain a common household in a Residential Unit and casual guests.

2.16 Special Declarant's Rights. Rights reserved for the benefit of a declarant to:

- a. Complete improvements indicated on plats and plans or in the declaration (NRS 116.2109).
- b. Exercise any developmental right (NRS 116.2110);
- c. Maintain sales offices, management offices, signs advertising the subdivision and models (NRS 116.2115);
- d. Use easements through the common elements for the purpose of making improvements within the subdivision or within real estate which may be added to the subdivision (NRS 115.2116);
- e. Make the subdivision, or a portion of it, subject to a master association (NRS 116.2120). However, this provision does not apply to units that have been sold. If such an association is created, the Declarant may appoint or remove any officer of the association during any period of the Declarant's control.

2.17 Subdivision. A common interest community created by this Declaration and subsequent amendments. A subdivision does not necessitate the existence of a homeowners association.

2.18 Unit: A physical portion of the subdivision designated for separate ownership or occupancy, the boundaries of which are described pursuant to paragraph (e) of subsection 1 of NRS 116.2105.

2.19 Unit's Owner. A declarant or other person who owns a unit, or a lessee of a unit in a leasehold subdivision whose lease expires simultaneously with any lease the expiration or termination of which will remove the unit from the subdivision, but does not include a persons having an interest in a unit solely as security for an obligation.

2.19 Visible from Neighboring Property: With respect to any given object, such object is or would be visible to a person six (6) feet tall standing on an assumed floor elevation two (2) feet above the surface of any neighboring property in the area involved, assuming that the property had an elevation equal to the highest elevation of the ground surface of that portion of the area upon which the object is located.

ARTICLE III

PROPERTY RIGHTS

It is hereby recognized by the Declarants, and it shall be binding on all of the Owners of the property, that the property is located in a rural, agricultural area of Douglas County. The location of Pleasantview is in the midst of existing, ongoing agricultural operations, which operations include, but are not limited to, plowing, discing, planting, harvesting, baling, rearing of cattle or other livestock, all of which occur in the normal course of agricultural operations. These operations may occur at different times of the day in order to utilize the best climatic and crop conditions. All of the Owners shall accept and accede to the prior rights of agriculture in those areas surrounding the Subdivision. The Owners of the Subdivision shall hold harmless adjacent agricultural operations for any inconvenience or nuisance which may be occasioned upon them, whether as a result of their livestock or as a result of the agricultural operations. This hold harmless shall not extend to intentional acts committed against the Owners of this property.

It is further acknowledged that the Owners of this property shall maintain all perimeter fences so as to prevent the straying of livestock, whether the livestock are owned by the Owners or by adjacent agricultural operators.

. Nothing herein contained shall be deemed to require the Declarants to continue on their agricultural pursuits and nothing herein contained shall be deemed to have vested in any Owner any right for Declarants to be required to continue on in its agricultural pursuits.

ARTICLE IV

WAIVER OF PARTITION

There shall be no judicial partition of the property subject to this Declaration of Covenants, Conditions and Restrictions. Each Owner and the successors of each Owner, whether by deed, gift, devise or operation of law, for their own benefit or for the benefit of their respective Units and for the benefit of all other Owners specifically waive and abandon all rights, interest and causes of action for a judicial partition of the tenancy in common ownership of the Property and do further promise and covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment until the happening of the conditions set forth in Section 8.1 hereof; provided, however, that if any Unit shall be owned by two (2) or more co-tenants as tenants in common, as joint tenants, or as community property, nothing herein contained shall be deemed to prevent a judicial partition as between such co-owners of a Unit as to their undivided interests therein and thereto.

ARTICLE V

RIGHTS AND RESTRICTIONS ON

USE OF UNITS

Each Unit shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions:

5.1 Unit Use: For each and every Unit which is the subject of these restriction provisions there is hereby established a square footage for the residential structures to be built on such Units. The minimum square footage for single family structures shall be a minimum of one thousand eight hundred fifty (1,850) square feet of living, exclusive of rail areas, breezeways, or screened or unscreened porches.

5.2 Animals: No animals, reptiles, rodents, birds, fish, livestock, or poultry, except a reasonable number of household pets, shall be kept on any Unit or in any structure on the Unit. The provisions of the local County Code governing household pets shall be determinative. There shall be no commercial rearing of animals of any type.

5.3 Signs: No unsightly signs of any kind shall be displayed to the public view on or from any Unit. "Unsightly" will be determined by the provisions applicable to the Design Review Committee.

5.4 Trailers, Boats and Motor Vehicles: No mobile home, trailer of any kind, truck camper larger than a one (1) ton pickup truck, recreational motor home or boat shall be kept, placed, maintained, constructed, or repaired or permitted to be parked upon any Unit or street within the Property or adjacent street Visible from Neighboring Property unless it is kept behind a suitable screened area at least six (6) feet in height. The foregoing provisions however shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement. No commercial vehicles of any nature shall be parked on the streets of the Pleasantview except for a commercial vehicle providing services to Owners of Units and, in such event, only for the duration necessary to provide such services. If commercial vehicles are stored upon the property, they must not be visible to neighboring property owners.

5.5 Antennas: No unsightly antenna or satellite dish shall be erected, used or maintained outdoors whether attached to a building or structure or otherwise nor shall any tower type structure be placed, constructed or maintained on any Unit. "Unsightly" will be defined pursuant to the provisions governing the Design Review Committee.

5.6 Utility Service: No lines, wires or devices for transmission of electric current or telephone, television and radio signals shall be constructed, placed or maintained anywhere on any Unit unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of Improvements and buildings.

5.7 Maintenance of Lawns, Plantings and Landscape: Each Owner shall keep all shrubs, trees, grass and plantings on his Unit neatly trimmed, properly cultivated and free from trash, weeds and other unsightly material. Each Owner shall maintain all trees on his Unit and shall replace any tree that dies or becomes diseased. Owner agrees to landscape within one (1) year of purchase and, failing to do so, grants such authority to the Committee, and agrees to reimburse the Committee for all costs incurred.

5.8 Mineral Exploration: No Unit or portion thereof shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or other substance. No drilling, exploration, refining, quarrying or mining operations of any kind shall be conducted or permitted to be conducted thereon, nor shall wells, tanks, tunnels, mineral excavations, shafts, derricks, or pumps used to mine or drill for any such substances be located on any Unit.

5.9 Machinery and Equipment: No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Unit except such machinery or equipment

as is usual and customary in connection with the use, maintenance or construction of any Improvement then so used, maintained or constructed on such Unit.

5.10 Diseases and Insects: No owner shall permit any thing or condition to exist upon his Unit that shall induce, breed or harbor infectious plant or tree diseases, or noxious insects.

5.11 No Further Subdivision: No Unit or Common Area (if any) shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Design Review Committee and Declarants; provided, however, that when Declarants are the Owner thereof, Declarants may further divide and subdivide any Unit or Common Area (if any) and convey any easement or other interest less than the whole, all without the approval of the Design Review Committee; and provided, further, that nothing herein shall be deemed to require the approval of the Design Review Committee for the transfer or sale of any Unit, including Improvements thereon, to more than one (1) person to be held by them as tenants in common or joint tenants, or for the granting of any security interest or deed of trust.

5.12 Exemption of Declarants: Notwithstanding anything in this Declaration to the contrary, neither Declarants nor any of Declarants' activities shall in any way be subject to the control of or under the jurisdiction of the restrictions in this Declaration. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarants to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, to maintain model homes and construction, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing, anywhere on the Property.

5.13 Assignment by Declarants: Any other provision of this Declaration to the

contrary notwithstanding, Declarants may assign in whole or in part any of its privileges, exemptions, rights and duties under this Declaration to any other person and may permit the participation in whole or in part by any other person in any of its privileges, exemptions, right and duties hereunder.

5.14 Declarants' Right to Grant Easements: The Declarants shall have the right prior to the termination of these Covenants, Conditions, and Restrictions to grant and reserve easements and rights of way through, under, over and across the Property for all purposes deemed necessary by Declarants, including but not limited to, construction purposes, and for the installation, maintenance, and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities.

5.15 Lot Security Deposit: To ensure orderly compliance with these conditions, at the close of escrow each Owner shall post a One Thousand Dollar (\$1,000.00) security deposit with the Committee. After thirty (30) day notice to Owner, the Committee may use so much of the deposit as necessary to compel compliance with these provisions, but use of the funds shall not limit other legal remedies of the Committee. The deposit shall be placed in a passbook savings account, and after receipt of a certificate of occupancy and full compliance with the terms of Committee approval, the unused portion, plus any interest earned, shall be returned to Owner.

ARTICLE VI

DESIGN REVIEW COMMITTEE

6.1 Appointment of Design Review Committee: The Design Review Committee shall consist of not less than three (3) nor more than five (5) persons. The Declarant may appoint the Design Review Committee.

6.2 Meetings The Design Review Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of

its members shall constitute an act by the Design Review Committee. The Committee may charge a filing fee to review any submitted plans and specifications. The Design Review Committee may reimburse members for reasonable expenses incurred by them in the performance of any Design Review Committee function.

6.3 General Provisions

A. The Design Review Committee may assess a fee not to exceed Five Hundred Dollars (\$500.00) per submission of plans in connection with review of plans and specifications including, without limitation, the number of sets of plans to be submitted; however, the Design Review Committee may delegate its plan review responsibilities to one or more members of such Design Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Design Review Committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

B. The establishment of the Design Review Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify or otherwise have control over the Unit as may otherwise be specified in this Declaration.

C. In the event the Design Review Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Design Review Committee, such plans and specifications will be deemed approved.

D. Standards. The Design Review Committee has the right to impose standards not inconsistent with the Declaration of Covenants, Conditions and Restrictions. These standards include, but are not limited to, exterior color scheme, roof materials, minimum veneer

percentages, outbuildings, recreational vehicles, fence materials, fence height, trash storage and landscaping. These standards may be obtained from the Design Review Committee at anytime before plans are submitted, pursuant to this Article VI.

6.4 Nonliability for Approval of Plans: Plans and specification are not approved for engineering design, and by approval of such plans and specifications neither the Design Review Committee, the members thereof, nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

6.5 Reconstruction After Destruction: The reconstruction after destruction by casualty of otherwise of any Improvements shall be accomplished in compliance with the provisions of this Article.

6.6 Subterranean Improvements: No Improvement which will extend beneath the surface of the ground for a distance of more than eighteen (18) inches shall be commenced unless plans and specifications therefor have been approved by the Design Review Committee. Without limiting the generality of the foregoing, the Design Review Committee shall not approve plans or specifications for any such subterranean improvement which interferes with drainage unless adequate provision has been made to relocate the drainage flow to the satisfaction of the Design Review Committee. The procedures used by the Design Review Committee shall be set forth in their sales for submitting such plans and specifications, time limitations for completion of improvements in compliance with approved plans and specifications, and determining when such plans and specifications shall be deemed approved.

6.7 Nonapplicability to Declarant: The provisions of this Article shall not apply to property owned by Declarant.

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VII

ANNEXATION

7.1 Annexation: Declarants may at any time, or from time to time, add to the property which is covered by this Declaration. Upon the recording of a Declaration of Annexation affecting the property to be added, the provisions of this Declaration shall apply to the added land in the same manner as it if it were originally covered by this Declaration and originally part of the Property.

7.2 Contents of Declaration of Annexation: Any Declaration of Annexation referred to in Section 7.1 shall contain an exact description of the added land and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the added land to the original land covered by this Declaration and extending the jurisdiction of these restrictive covenants to cover the added land. A Declaration of Annexation may contain such complementary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the added land which may be significantly at variance with the original land.

7.3 De-annexation: Declarants may de-annex any property from this Declaration, at any time prior to the conveyance of the last Declarants-owned Unit. Such de-annexation shall be effected by recording a de-annexation declaration. Upon recordation of the de-annexation declaration, the Unit shall be removed and de-annexed from this Declaration and thereafter shall be free from the obligations, requirements, declaration, limitations, covenants, conditions and restrictions set forth herein.

ARTICLE VIII

LIMITATION OF RESTRICTIONS

8.1 Limitations of Restrictions: Nothing in this Declaration shall be understood or construed to:

- A. Prevent Declarants from doing on the Property, whatever is reasonably necessary or advisable in connection with the commencement or completion of construction; or
- B. Prevent Declarants from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing the residential community and disposing of the same in parcels by sale, lease or otherwise; or
- C. Prevent Declarants from maintaining such sign or signs for the sale, lease or disposition of Units.

ARTICLE IX

RIGHTS OF SECURED PARTIES

Holders of first mortgages and trust deeds on the Project and Units made for value and in good faith shall be entitled to the rights and privileges set forth in this Article.

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MISCELLANEOUS PROVISIONS

10.1 Amendment and Duration:

A. Amendment: Except as otherwise provided herein, the provisions hereof may be amended by an instrument in writing signed and acknowledged by not less than fifty-one percent (51%) of the Owners, which amendment shall be effective upon recordation in the Office of the Recorder of Douglas County, Nevada. Provided, however, that the Declarants may amend these restrictive covenants prior to the sale of the Unit constituting the 151st Unit sold from Declarants' ownership. No amendment may be made to those provisions exempting the Declarants from these restrictions.

B. Duration: The provisions of this Declaration, including the covenants, conditions and restrictions contained herein, shall continue and be effective for a period of fifty

(50) years from the date of recordation and shall be automatically extended for successive periods of ten (10) years until a seventy-five percent (75%) vote of the Owners of all of the Units within the Property shall determine that they shall terminate and notice thereof is recorded in the office of the Recorder of Douglas County, Nevada.

10.2 Enforcement and Nonwaiver:

A. **Right of Enforcement:** Except as otherwise provided herein, Declarants, and any Owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by this Declaration upon the Owners.

B. **Attorney's Fees:**

An action, including arbitration, instituted to enforce this Declaration, if successful, shall result in the reimbursement of all costs and attorney's fees to the prevailing party.

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

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

E. **Captions:** All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of this Declaration.

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**Pleasantview Phases V -VI
Legal Descriptions**

Phase V:

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

Lots 89 through 91, Block A; Lot 92, Block B; Lot 93, Block C; Lots 94 through 98, Block D; Lots 99 through 102, Block E; and Lots 103 through 108, Block F;

as shown on the Final Map of Pleasantview, Phase 5, Final Subdivision Map 1009-5, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on December 6, 1995, in Book 1295, at Page 788, as Document No. 376390.

Assessor Parcel Numbers: 27-791-01 through 03; 27-792-01; 27-793-01; 27-782-15 through 18; 27-783-04 through 08; 27-781-10 through 15.

Phase VI:

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

Lots 109, 110, 111 in Block A, Lots 112 through 120, 127, 128, in Block B; Lots 121 through 126, in Block C; and Lot 129, in Block D, as shown on the Final Map of Pleasantview, Phase 6, Final Subdivision Map No. 1009-6, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on April 25, 1997, in Book 497, at Page 4062, as Document No. 411306.

Assessor Parcel Numbers: 27-293-02 through 04; 27-792-02 through 12; 27-794-01 through 06; 27-791-04.

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REQUESTED BY
Greg Lynn Construction
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
INC.

'97 MAY 14 P2:23

EXHIBIT A

LINDA SLATER
RECORDER

0412555

\$27.00 PAID *PL* DEPUTY

BK 0597 PG 2376