Recording, Requested by and , When Recorded Return to:

Lonnie D. Mason 421 Hansen Lane Gardnerville NV 89410



OF

COVENANTS,

CONDITIONS

AND

RESTRICTIONS

OF

MOTT CREEK ESTATES

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DECLARATION OF COVENANTS.

CONDITIONS AND RESTRICTIONS

OF

MOTT CREEK ESTATES

THIS	DECLARATION is	made this _	24th	day of _	June	$\overline{}$, 1998, b	у
LONNIED MAS	ON and ALICE E. N	MASON (h	erein call	ed "Decl	arant")	\ \		

ARTICLE I

RECITALS AND DECLARATION

- 1.1 Ownership of Property: Declarant is the owner of certain real property located in Douglas County, Nevada, described in Exhibit "A" attached hereto and incorporated herein by this reference.
- 1.2 Intention of Declarant: The property is commonly known and referred to as the MOTT CREEK ESTATES, and consists of six (6) Lots upon which single family residences exist or will be constructed. By this Declaration, Declarant intends to set forth the common plan for the use, enjoyment, maintenance, repair, restoration and improvement of the property and for the payment of any and all expenses pertaining thereto. Declarant also intends to impose mutually beneficial restrictions.
- 1.3 <u>Declaration and Property Subject Thereto</u>: NOW, THEREFORE, in furtherance of such intent, Declarant hereby declares that all of the real property referred to herein as Mott Creek Estates, as described in Exhibit "A" attached hereto, is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following

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limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan, and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of all of said real property and every part thereof. 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 Declarant, and each Owner, 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

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 <u>Association:</u> The MOTT CREEK ESTATES PROPERTY OWNERS ASSOCIATION, a non-profit Nevada corporation, its successors and assigns.
- 2.2 <u>Beneficiary:</u> A beneficiary under a deed of trust or a mortgagee under a mortgage, and/or the assignee of such beneficiary or mortgagee.
- 2.3 <u>Board:</u> The Board of Directors of the Association as provided for in its Articles of Incorporation.

- 2.4 <u>By-Laws</u>: The By-Laws of the Association which are or which shall be adopted by the Board, and any subsequent properly adopted amendments thereto.
- 2.5 <u>Common Easements:</u> All easements in the subdivision which benefit or are owned in common by all owners, or the Association, for use in common by the owners including without limitation, roadway and equestrian trail easements, and all improvements thereon in furtherance of such ownership and common use. Such common easements include all or a portion of the following easements:
 - a. Amendment to Agreement Regarding Access Easement, dated 10
 May 1996, recorded at Book 596, Page 2135, as Document No.
 382654 (roadway easement).
 - b. Cross Deeds of Private Equestrian Easement, dated 10 May 1996, recorded at Book 596, Page 2128, as Document No. 387652.
 - c. Grant Easement Deed for Equestrian Trail dated 22 October 1998, recorded concurrently herewith.
 - d. Private access, ditch, irrigation and maintenance easements as set forth on Map of Division Into Large Parcels recorded 20 April 1993 at Book 493, Page 3812 as Document No. 305160.
 - e. Grant of Easement recorded 15 March 1995 at Book 395, Page 2031, as Document No. 357968.

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- 2.6 <u>Improvement:</u> Any residence, building, driveway, walk, fence, landscaping or planting, and any addition or modification to the property, and any other structure or landscaping improvement of every type and kind.
- 2.7 Lot: Each Lot within Mott Creek Estates, as the same may be included within Exhibit A attached hereto.
- 2.8 <u>Mortgage</u>: An instrument securing monetary obligations, including a deed of trust as well as a mortgage.
- 2.9 <u>Mortgagee</u>: A beneficiary under or holder of a deed of trust as well as a mortgagee named in a mortgage.
- 2.10 Owner: The record Owner of any Lot subject to this Declaration that is subject hereto. "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.

ARTICLE III

HOMEOWNERS ASSOCIATION

3.1 <u>The Organization:</u> The Association, as a non-profit membership corporation, is charged with the duties and empowered with the rights as set forth herein and as set forth in the Articles and By-Laws.

In the event that the Association, as a corporate entity, is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice be formed to succeed to all assets, rights and duties of the Association hereunder. The affairs of such

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unincorporated association shall be governed by the laws of the State of Nevada and, to the extent not inconsistent therewith, by the Articles and By-Laws of the Association as if they were created for the purpose of governing the affairs of an unincorporated association.

- 3.2 <u>Membership</u>: Each owner, including Declarant, by virtue of being an owner, and for so long as such owner remains an owner, shall be a member of the Association, or, in the event of its dissolution, a member of the unincorporated association succeeding the Association; provided that any person or entity who holds any interest merely as security for the performance of an obligation shall not be a member. Association membership shall be appurtenant to and not be separated from ownership. There shall be one (1) membership per Lot, and six (6) members. Upon termination of ownership, the membership in the Association shall also terminate.
- 3.3 <u>Duties of the Association</u>: The Association shall have all of the powers as set forth in the Articles and Bylaws, together with the general power to do any and all things that may lawfully be done in operating for the benefit of the health, welfare and safety of the Association and its members, subject only to the limitations upon the exercise of such powers as are expressly set forth herein, and in the Articles and the By-Laws. Without limiting the generality of the foregoing paragraph, the Association, for the benefit of all members, shall have the power, obligation and duty to enforce the provisions of this Declaration, and shall pay for all of the following out of membership assessments:
- a) Charges for maintaining and repairing any portion of the common easements as described in Section 2.5 above.
- b) The policy or policies of comprehensive liability insurance, insuring the Association, the Board and the owners against any liability to the public or to the owners incident

to the use of or resulting from any accident or intentional act occurring in or about the common easements.

- c) Weed control, as may be necessary in all roadway, ditch and equestrian trail easements.
- d) Legal, accounting and other services necessary or proper for the maintenance and operation of the common easements or the enforcement of this Declaration.

ARTICLE IV

RIGHTS AND RESTRICTIONS ON

USE OF LOTS

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

- 4.1 Residential and Limited Commercial Use. All Parcels shall be improved and used solely for residential use. Commercial use which is agricultural shall be allowed, including without limitation, such uses as livestock raising, boarding and training. Provided however, that no more than six (6) horses shall be commercially boarded on any lot. Provided further that all dairy use or any commercial uses as to dogs and pigs, including without limitation, raising, breeding, boarding or training, shall be prohibited.
- 4.2 <u>Residential Requirements.</u> All primary residences shall be of standard construction meeting the Uniform Building Code, and shall be a minimum size of two thousand square feet (2,000'), excluding the garage. All utilities and utility lines shall be installed underground.

- 4.3 <u>Setbacks.</u> All structures shall be at least one hundred feet (100') from all property lines. All fencing may be on the property line, except that no fencing shall be within the fifty foot (50') access easement.
- 4.4 <u>Maintenance</u>. Each Owner shall maintain any improvements, lawns, planting, landscaping, and ditches and fills as necessary to preserve a healthy and attractive environment.
- 4.5 <u>Lights.</u> No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Parcel which, in any manner, will allow light to be directed or reflected on any other Parcel. All exterior lighting shall be "indirect."
- 4.6 <u>No Hazardous Activities.</u> No activities shall be conducted on any Parcel and no improvements constructed on any Parcel which are or might be unsafe or hazardous to any person or property. No toxic or hazardous materials shall be kept or stored on any Parcel.
- 4.7 <u>No Mining and Drilling.</u> No Parcel shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth; or water, except for domestic use or as approved by the Nevada State Engineer.
- 4.8 <u>Building Permits.</u> Building permits for any improvements or structures on a Parcel which is subject to this Declaration shall be obtained as required in accordance with the Douglas County Code.
- 4.9 <u>Access For Repair, Maintenance, and Emergencies</u>. The Owners have the irrevocable right of access to the right-of-way and irrigation ditches as may be necessary for the maintenance or repair of the right-of-way and irrigation ditches, or for making emergency repairs necessary to prevent damage to the right-of-way or irrigation system.

- 4.10 Restriction on Transfer of Water Rights. Each Owner recognizes that the water rights on all Parcels are necessary to continue and maintain the historic irrigation of the properties, which is a declared desire of Declarant. No surface water right appurtenant to any Parcel, as adjudicated by the Alpine Decree (United States v. Alpine Land and Reservoir Company, Nevada District Case No. B-183), shall be transferred to or removed from any Parcel, and all such water rights shall be maintained and beneficially used on each Parcel. Each Owner, by acceptance of a deed subject to this Declaration, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to maintain and beneficially use such surface water rights appurtenant to such Owner's Parcel, and to not transfer or remove such water rights from such Parcel.
- 4.11 <u>Nuisances Prohibited</u>: No activity which constitutes an annoyance or a nuisance to the neighborhood or any other Owner will be permitted on any Lot in Mott Creek Estates or in any structure on any such Lot. Each Owner shall keep his Lot in a neat and clean and quiet condition, and shall ensure that any contractor or invitee on such Lot does likewise. No firearms may be discharged on any Lot, road or easement; except shotguns utilized in connection with predator control or water fowl hunting.
- 4.12 <u>Ditches and Fences.</u> Declarant has installed ditch improvements according to the requirements of the Douglas County Water Conveyance Advisory Committee. Each Owner on whose Lot any such improvement exists shall maintain such improvements.

Owner has also installed a vinyl roadway fence and a fence on the inside of the equestrian trail. Each Owner on whose lot any such fencing exists shall maintain such improvements. The Association shall maintain the outside perimeter fence of the equestrian easement.

4.13 No Further Subdivision: No Lot shall be further divided or subdivided, nor partitioned, nor may any license, easement or other interest therein less than the whole be conveyed by the Owner thereof.

ARTICLE V

COMMON MAINTENANCE OBLIGATIONS

- 5.1 <u>Common Interests</u>: It is recognized that the project includes easements or undivided interests or Association ownerships of common purpose and benefit, and that all Owners shall share the responsibility and obligation therefor. Such common interests include irrigation and drainage ditches, access roadway, and equestrian trail and fencing; and such other common improvements as may be added by the Association. Such common property and interests shall be held and managed as set forth in this Article.
- 5.2 <u>Proportionate Responsibility:</u> Each Owner shall have an equal proportionate one-sixth (1/6) share of the total obligation and liability as to all costs related to and incurred in connection with each common interest.
- 5.3 <u>Management of Common Interests</u>: Management of the common interests shall be the responsibility of the Association. The necessary costs and expenses incurred for repair, maintenance or replacement of any common interest property, easement or any property of interest owned by the Association shall be as determined by the Board. Each Owner shall pay his share within thirty (30) days of notice.

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ARTICLE VI

MAINTENANCE ASSESSMENTS

6.1 Creation of Lien: Personal Obligation for Assessments: Declarants, for each lot on the property, hereby covenant and each subsequent owner of any Lot on the property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular semi-annual assessments or charges; and (2) special assessments. Such assessments will be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot against which each such assessment is made, which lien shall be created and enforced in accordance with the provisions of this Article. Each such assessment (and all other assessments levied in accordance with this Declaration) together with late charges, interest, costs, penalties, shall also be the joint and several personal obligations of each person who was an Owner of such lot at the time the assessment fell due.

6.2 Basic Maximum Amount of Regular Semi-Annual Assessment:

a) Initial Regular Assessment: Each owner shall be obligated to pay to the Board an initial assessment in the sum of Three Hundred Dollars (\$300) per year, payable in two (2) equal semi-annual amounts. As the Association's budget shall increase or decrease, as herein provided, such assessment shall be adjusted so that the Owner of each lot pays an equal amount.

b) Increase of Assessment by Board. The Board may not, without the vote or written assent of a majority of the voting power of the Association residing in members, other than Declarant, impose a regular annual assessment per unit which is more than twenty percent (20%) greater than the regular assessment for the immediately preceding fiscal year.

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- c) <u>Certificate of Payment.</u> The Association shall, upon demand, furnish to any owner liable for assessments, a certificate in writing signed by a member of the Board, setting forth whether the assessments on a specified Lot have been paid and the amount of delinquency, if any.
- 6.3 Special Assessment: In case the regular assessment is insufficient for any reason, the Board shall have authority to levy a special assessment to make up the deficiency in the maintenance fund on the same basis as a regular assessment. However, on any proposed special assessment in any fiscal year, the Board may not, without the vote or written assent of a majority of the voting power residing in members, other than Declarant, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. The provisions herein with respect to special assessments do not apply in the case where the special assessment against a member is a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the member and his building and/or lot into compliance with the provisions of this Declaration.
- 6.4 Payment of Assessment by Declarant: Upon the close of escrow of the first Lot in the project, Declarant shall be obligated to pay the regular assessments for each unsold Lot, prorated to the end of that calendar year, and for each assessment thereafter until transfer of each Lot.
- 6.5 <u>Date of Commencement of Assessments</u>; <u>Due Dates</u>; Regular assessments shall be paid by each owner in equal semi-annual installments, in advance, on the first day of January and July each year. On the close of the sales escrow for each particular Lot the Owner shall pay

the annual regular assessment for that year from the date of close of escrow to the end of the year in which escrow closes. Special and emergency assessments shall be paid within thirty (30) days of receipt of a request to pay same.

- 6.6 Maintenance Fund. Assessment charges collected shall be promptly deposited in the Association bank account selected by the Board. The Board shall have exclusive control of said account and shall be responsible to the owners for maintenance of accurate records thereof at all times. No withdrawal shall be made from said account except to pay for the charges and expenses for the common benefit of all owners as set forth herein.
- 6.7 Effect of Non-Payment of Assessments; Lien Rights; Remedies of the Association: Every owner, including Declarant, shall be deemed to covenant and agree to pay the assessments provided for in this Declaration, and further, agree to the enforcement of such assessments in the manner provided for in this Declaration.
- a) Delinquency. The assessment charge which each owner is obligated to pay, shall be a debt of each owner at the time each installment becomes due. In the event of default by any owner in the payment of any such installment, such amounts as may be in default, together with interest thereon at the rate of twelve percent (12%) per annum, and a late charge fee in the amount of twelve percent (12%) of the amount owed, and all costs which may be incurred by the Board in the collection of such charges, including reasonable attorney's fees, shall be due, and shall become a lien upon the lot and building of the defaulting owner upon the recording in the office of the County Recorder of a Notice of Assessment.
- b) Notice of Creation of Assessment Lien. The Notice of Assessment shall not be filed of record unless and until the Board or a person designated by it shall have delivered to said defaulting owner, not less than fifteen (15) days prior to the recordation of such Notice of

Assessment, a written Notice of Default and a demand upon the defaulting owner to cure same within said fifteen (15) day period, and said Notice of Assessment shall expire and be null and void, unless within thirty (30) days after recordation thereof, the Board records a Notice of Default, as hereinabove provided.

- c) <u>Foreclosure Sale.</u> Not less than ten (10) days from the filing of said Notice of Default, the Board may begin proceedings to cause the property of said defaulting owner to be sold in the same manner as a sale as provided in the applicable laws governing power of sale foreclosures or through judicial foreclosures.
- d) Enforcement of Lien by Suit. If any action is filed by the Board to enforce the provisions of this Article, any judgment rendered against the defaulting owner shall include all costs and expenses and reasonable attorney's fees, necessarily incurred in prosecuting such action.
- 6.8 <u>Homestead Waiver</u>: Each owner does hereby waive, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any installment of maintenance charges becomes delinquent or any lien is imposed, pursuant to the terms hereof.
- 6.9 <u>Curing of Default:</u> Upon the timely payment or other satisfaction of all delinquent assessments and charges set forth in the Notice of Assessment filed and recorded in accordance with this Article, and all other assessments which have become due and payable with respect to the lot as to which such Notice of Assessment was filed and recorded, following the date of such recordation, together with all costs (including reasonable attorney's fees) and all late charges and interest which have accrued thereon, the Board shall file and record a satisfaction and

release of the lien created by the Notice of Assessment. For the purposes of this paragraph, the term "costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the Notice of Assessment and in efforts to collect the delinquent assessments secured by the lien and a reasonable sum for attorney's fees.

- 6.10 Priority of Assessment Lien; Subordination of Lien; Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of the beneficiary of any first deed of trust upon the entire project or upon any Lot therein, made in good faith and for value and no such lien shall, in any way, defeat, invalidate or impair the obligation or the priority of such first deed of trust unless the beneficiary thereof shall expressly subordinate its interest, in writing, to such lien.
- 6.11 Rights of Board; Waiver of Owners; Each owner hereby vests in and delegates to the Board, or its duly authorized representatives, the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, or otherwise against any owner(s) for the collection of delinquent assessments in accordance herewith and hereby expressly waives any obligation to the enforcement in accordance with this Declaration, of the obligation to pay assessments as set forth herein.
- 6.12 <u>Purposes of Assessments</u>: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members thereof, their guests and invitees, and in particular, shall be used for the purpose of improving, protecting, operating and maintaining the Project, improvements, landscaping and structures located thereon and providing for the performance of the Board of each and every of the powers and duties of the Board.

6.13 Arbitration: If the Association and one or more owners is unable to agree on the meaning or effect of any part of this Declaration, the dispute shall be conclusively settled by binding arbitration. The Association shall name one arbitrator; the owner or owners shall name one arbitrator. The two arbitrators so named shall name a third and these three shall resolve the dispute in accordance with Chapter 38 of the Nevada Revised Statutes, Uniform Arbitration Act.

6.14 Attorney's Fees: If any action at law or in equity or arbitration is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

ARTICLE VII

RIGHTS OF MORTGAGEES AND TRUST DEED BENEFICIARIES

Holders of first mortgages and trust deeds made for value and in good faith shall be entitled to the rights and privileges set forth in this Article. A breach of any of the foregoing Covenants, Conditions, and Restrictions, or the re-entry by reason of any such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises, or any part thereof, but these Covenants, Conditions, and Restrictions shall be binding upon the Owner whose title to a Lot in Mott Creek Estates is acquired under foreclosure, trustee's sale, or otherwise, and shall be binding upon the party so acquiring title.

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ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 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 a majority of the Owners, which amendment shall be effective upon recordation in the Office of the Recorder of Douglas County, Nevada. Provided, however, that the Declarant may amend these restrictive covenants prior to the sale of a majority of the Lots, by a written amendment recorded in the office of the Recorder of Douglas County, Nevada.
- b) <u>Duration</u>: The provisions of this Declaration, including the covenants, conditions and restrictions contained herein, shall continue and be effective for a period of twenty (20) years from the date of recordation and shall be automatically extended for successive periods of ten (10) years, until a majority vote of the Owners of all of the Lots shall determine that they shall terminate, and notice thereof is recorded in the office of the Recorder of Douglas County, Nevada.
- 8.2 <u>Continuing Liability for Assessments:</u> No owner may exempt himself from liability for his specified contribution to the maintenance fund by abandonment of his property.

8.3 Enforcement and Nonwaiver:

a) Enforcement of Covenants, Conditions, and Restrictions: The Covenants, Conditions, and Restrictions herein contained shall bind and inure to the benefit of, and be enforceable by, the Declarant, their heirs, executors, administrators, and all future assigns, and by the future Owner or Owners of any Lot.

- b) Violation of Covenants, Conditions, and Restrictions: The Board, or any Owner of any Lot, may institute and prosecute any proceeding at law or in equity against any person, firm or other entity, violating or threatening to violate, any of the Covenants, Conditions, and Restrictions herein contained. Any such action may be maintained for the purpose of stopping and/or preventing a violation, to recover damages for a violation, or for both such purposes.
- c) <u>Failure to Enforce</u>: The failure of Declarant, their successors or assigns, the Board, or of any Owner of any Lot to enforce any of the Covenants, Conditions, and Restrictions herein contained shall not be deemed a waiver of a right to enforce them thereafter.
- d) Application of Remedy: Nothing herein shall be construed as preventing the application of any remedy given by law against a nuisance, public or private, the application of which shall be in addition to any other remedy or remedies now or hereafter provided by law.
- e) Attorney's Fees and Costs: In the event the Board or any Lot Owner shall employ an attorney to enforce any provision(s) of this Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- f) Consent to Remedies: Each person who enters into a purchase agreement for a Lot in Mott Creek Estates, or who accepts the conveyance of title to a Lot, shall be deemed to have agreed that the Board or any Owner of a Lot shall have all of the rights, powers, and remedies as set forth in this Declaration.
- g) Failure to Institute Action: Failure, however, on the part of the Declarant, their heirs, successors, and assigns, or other Lot Owners to claim his or their right(s) hereunder, or to institute a legal action, shall not be deemed as an amendment or alteration of these Covenants, Conditions, and Restrictions, or a ratification of past breaches, violations or

misconduct, or condonation of any future similar breaches or violations of these Covenants, Conditions, and Restrictions.

8.4 Interpretation:

- a) Restrictions Severable: 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.
- b) <u>Captions</u>: 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seals this 247^{th} day of 340^{c} , 1998.

LONNIE D. MASON, Declarant

ALICE E. N

E. MASON, Declarant

STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.)
on June	24, 1998, before me, a notary public, personally appeared
LONNIE D. MASON, pers	onally known (or proved) to me to be the person whose name is
subscribed to the above instru	Notary Public
REBEKAH HIGGINBOTHAN Notary Public - State of Nevada Appointment Recorded in County of Dougla My Appointment Expires Aug. 30, 2001	
STATE OF NEVADA	
COUNTY OF DOUGLAS) ss.)
On June	25, 1998, before me, a notary public, personally appeared
ALICE E. MASON, person	nally known (or proved) to me to be the person whose name is
REBEKAH HIGGINBOTHAM Notary Public - State of Nevada Appointment Recorded in County of Douglas My Appointment Expires Aug. 30, 2001	Notary Public

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EXHIBIT A

All that real property situate in the County of Douglas, State of Nevada, described as follows:

- a. Parcels 6A and 6B of that Parcel Map (LDA 97-072) for Lonnie D. Mason recorded 2 July 1998 at Book 798, Page 435 of Official Records of Douglas County as Document No. 443521 (APNos. 19-070-35 and 36); and
- Parcels 7 A and 7B of that Parcel Map (LDA 97-071) for Lonnie D. Mason recorded 2 July 1998 at Book 798, Page 439 of Official Records as Document No. 443523 (APNos. 19-070-37 and 38).
- c. Parcel 2 of that Parcel Map (LDA 97-033) for Lonnie D. Mason and Alice J. Eide-Mason recorded 10 December 1997 at Book 1297, Page 2168 of Official Records as Document No. 428197 (APN 19-070-31).
- d. Adjusted Parcel B of that Record of Survey to Support a Boundary Line Adjustment recorded 11 February 1998 at Book 298, Page 1850 of Official Records of Douglas County as Document No. 432423 (APN 19-070-30).

F:\util\REALESTA\MASON.EXH

Brooke - Shaw INDEFICIAL RECORDS OF DOUGHASSED, NEVADA

'99 MAY -5 P2:41

0467357 BK0599PG0695 LINDA SLATER
RECORDER
PAID L DEPUTY