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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND MAINTENANCE AGREEMENT FOR
DRY CREEK ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND MAINTENANCE AGREEMENT is made this 4th day of September, 2001,
by Triple B Development, LLC.

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases
when used herein shall have the meanings set forth as follows:

The "Declaration" means this instrument and any amendments thereto.

The "Declarant" means Triple B Development LLC.

An "Owner" means the person or persons owning a parcel now or at any time in the
future while this Declaration is in effect.

RECITALS

Declarant is the owner of that certain real property located in Douglas County,
Nevada, more particularly described in "Exhibit A" attached hereto and incorporated herein
by this reference. Said property is commonly known as Dry Creek Estates, and is a

subdivision containing fifteen (15) lots, as shown in the final subdivision map filed in the official records of Douglas County, Nevada.

Declarant intends by this Declaration to impose upon the property described in "Exhibit A" mutually beneficial conditions and restrictions for the benefit of all Owners of parcels.

ARTICLE I

RESTRICTIONS

All parcels shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

1.01 Purpose. None of said lots or parcels shall be used except for private residential purposes, nor shall any structure be erected or maintained upon any of said lots or parcels, other than one (1) detached single family dwelling not exceeding two (2) stories in height, together with private garage which may be made part of the dwelling house, which garage shall be used only in connection with such residential dwelling. A guest house may also be erected which shall be used only in connection with a residential dwelling. A structure to shelter horses, feed and equipment may also be erected provided it meets the structural and material integrity provided within this Declaration.

1.02 Size. No primary residence shall be constructed or maintained upon any portion of the above-described real property which shall have a floor area, exclusive of

garage, patios, terraces, and porches of less than two thousand two hundred (2,200) square feet and shall not exceed two stories in height with a minimum ground floor square footage of one thousand six hundred (1,600) square feet. All residences must have a minimum three (3) car garage. The exterior of all residences shall consist of masonry of twenty percent (20%) of the total square footage of the front and two sides of the exterior. Stucco is not considered masonry. All structures must be designed and possess colors that are compatible with the surrounding environment. Bright or "loud" colors are prohibited. All structures must conform to the high quality architecture of other structures in Dry Creek Estates. All guest houses must conform to Douglas County Code.

1.03 Conventional Construction. Only conventional stick construction, of wood or steel, is allowed. No modular, factory manufactured, manufactured or mobile home construction or improvements shall be allowed.

1.04 Setbacks. The front building setback line within said subdivision shall be located at least fifty feet (50') back from the front property line, and the side building setback line shall be fifty feet (50') from the interior lot lines, and fifty feet (50') from side street property lines. No building shall be located nearer to any front or side lot line than the setback line herein specified.

1.05 Use. No business or commercial enterprise shall be maintained, carried on or conducted, nor shall any business or profession or occupation be carried on or conducted upon said property, or any portion thereof, except according to a home occupation permit

issued by Douglas County; nor shall anything be done which shall be or become an annoyance or nuisance to the neighborhood or shall adversely affect the use, occupation or value of any other portion of said property.

1.06 Animals. No animal, livestock, or poultry of any kind shall be raised, bred, maintained or kept on any lot for any commercial purpose. Only a reasonable number of animals shall be permitted on any lot provided they are will cared for, properly housed and penned so as not to become an annoyance to neighbors or the neighborhood in general.

1.07 Restricted Use of Recreational Vehicles. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while parked or located within the subdivision.

1.08 Maintenance. Each Owner shall maintain any lawns, planting, landscaping, and agriculture as necessary to preserve a healthy and attractive environment.

1.09 Unsightly Articles. No unsightly article shall be permitted to remain on any parcel so as to be visible from neighboring property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, motor homes, recreation vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened so as not to be visible from neighboring property and no repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than

minor emergency repairs, except so as not to be visible from neighboring property. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an area to as not to be visible from neighboring property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or kept so as not to be visible from neighboring property.

1.10 No Hazardous Activities. 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.

1.11 Fences. No fences or wall, for any purposes, shall be constructed on any portion of any lot within said subdivision to a height of over six feet (6'). No fence shall be maintained on said property along front lot lines or between front building setback lines other than high quality wood or plastic rail fence, horse fencing, field fencing, nonclimb or similar quality fencing.

1.12 Signs. No billboards or signs of any character shall be permitted on any lot except: a) a sign not larger than seventy-two (72) square inches, setting forth the name of the Owner or occupant of the lot, and b) a "For Rent" or "For Sale" sign not larger than two hundred sixteen (216) square inches, and only for a period of ninety (90) days at a time. No

signs of a commercial nature shall be erected at any time. All signs must be professionally or commercially lettered.

1.13 Roofs. No unpainted metal or other reflective structure shall be used as roofing or siding on any structure constructed on any lot or parcel shown on said map. Only architectural type metal roofs are acceptable.

1.14 Building Permits. 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.

ARTICLE II

MAINTENANCE AGREEMENT

2.01 Maintenance of Common Facilities. The Dry Creek Estates Property Owners Association, Inc. ("Association") is responsible for overseeing the upkeep and maintenance of the flooding facilities and structures on Smelter Creek, and the drainage and detention of facilities constructed for the benefit of all parcels and located on Parcels 29-110-10 and 12 (Upper Smelter Creek).

2.02 County Rights. Douglas County shall have the right to access and inspect the facilities, and to maintain and repair the facilities, at the Association's cost, if the Association has failed in its responsibility to maintain the facilities. Any such County action shall only be after a determination of necessary action, with notice thereof to the Association and to each

Owner in Dry Creek Estates, and a failure to take such action within a reasonable time, not less than ninety (90) days, and a second notice to the Association and to each Owner in Dry Creek Estates.

ARTICLE III

MEETINGS AND ASSESSMENTS

3.01 Voting Rights. Each Owner of a parcel shall be entitled to one (1) vote for each parcel owned. Except as otherwise provided below, all proposed repairs, maintenance and improvements to the facilities and other matters under this Declaration requiring the approval of the Owners shall be approved by the vote of three-fourths (3/4) of the Owners.

3.02 Meetings. Any Owner or the Association may, upon fifteen (15) days' notice to all Owners, call a meeting of all Owners to discuss any proposed repairs or maintenance to the facilities or any other matter under this Declaration. Such notice shall be personally delivered to the Owners or shall be sent by certified mail, return receipt requested. Such notice shall set forth the time and place of the meeting and the matters to be discussed. The attendance of three (3) owners shall constitute a quorum. A quorum may select a chairman and secretary as to any meeting.

3.03 Assessments: Agreement to Pay. Each Owner, by acceptance of a deed subject to this Declaration, covenants and agrees to pay and shall pay a proportionate share of the reasonable and necessary cost of the repairs, maintenance and improvements of the facilities

as are approved by the Owners for each parcel owned. A written notice of assessment shall be given to each Owner, which notice shall specify the amount of the assessment and the rate of payment of the assessment. No payment shall be due fewer than thirty (30) days thereafter. Each delinquent assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due. An assessment payment is delinquent if not paid within thirty (30) days after such due date.

3.04 Collection of Assessments. The Declarant, for each parcel owned, hereby covenants, and each Owner of any parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the assessments described in Paragraph 3.03 above.

3.05 Lien. The assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner at the time when the assessment fell due. The Association may enforce the obligations of a delinquent Owner to pay any assessment provided for in this Declaration, by commencement and maintenance of a suit at law or in equity to recover a money judgment for the unpaid assessment, or foreclose on the lien against the parcel.

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ARTICLE IV

VIOLATION AND ENFORCEMENT

4.01 Violation. The conditions, restrictions and covenants, herein shall bind and inure to the benefit of and be enforceable by Declarant, the Association, or by the Owner or Owners of any of the lots shown on said map, and it shall be lawful, not only for Declarant, but also for the Association or for the Owners of any of said lots, to institute and prosecute any proceeding at law or in equity against Declarant or any person, firm or corporation violation or threatening to violate any of the conditions, restrictions or covenants herein contained, and such action may be maintained for the purpose of preventing the violation or to recover damages for violation, or for both such purposes.

4.02 Remedies. Nothing herein contained shall be construed as preventing the application of any remedies given by law against a nuisance, public or private, or otherwise, but the remedies herein contained shall be in addition to any remedies given by law.

4.03. Full Force and Effect. If any article, paragraph, subdivision or paragraph, sentence, clause or phrase contained in this Declaration shall be held to be invalid by any court for any reason, the invalidation thereof shall in no way affect the validity of any other portion of this Declaration, with the exception of such invalidated portion or portions, shall remain in full force and effect.

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ARTICLE V

GENERAL PROVISIONS

5.01 Binding Effect. The provisions of this Declaration are intended to create multiple equitable servitudes upon each of the said parcels in favor of the other parcels; to create reciprocal rights between the respective Owners of all such parcels; to create a privity of contract between the Owners and grantees of such parcel, their heirs, successors, and assigns; and, shall as to the Owner of each such parcel, his heirs, successors or assigns, operate as a covenant running with the land for the benefit for each of the parcels and their respective Owners, present and future.

5.02 Term and Renewal. These restrictions shall continue until 2017, at which time they shall terminate unless extended by Declaration signed by seventy-five percent (75%) of the Owners of the fifteen (15) parcels by a Declaration duly signed and acknowledged by said Owners.

5.03 Amendment. Except at otherwise provided herein, the provisions hereof may be amended by an instrument in writing, signed and acknowledged by no less than nine (9) of the Owners, which amendment shall be effective upon recordation in the Office of the Recorder of Douglas County, Nevada.

5.04 No Waiver. The failure to enforce any of the provisions of this Declaration shall not be deemed a waiver of the right to enforce them thereafter.

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

TRIPLE B DEVELOPMENT LLC

By: *William Gookin*
WILLIAM GOOKIN, Managing Member

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On Sept. 4, 2001, personally appeared before me, a notary public, WILLIAM GOOKIN, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Regina Paul
Notary Public



Exhibit "A"

Lots 1 through 15, and Parcel A, as set forth on the official Map of Dry Creek Estates, filed for record in the office of the Douglas County Recorder on 10-19-01, in Book 1001, at Page 6820, as Document No. 525771, Official Records.

COPY

REQUESTED BY
Triple B Development
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 OCT 19 PM 4:26

LINDA SLATER
RECORDER

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