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✓ RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
J and W Development Co, LLC
820 Mustang Lane
Gardnerville, NV 89410

**DOUGLAS COUNTY
STARVIEW RIDGE SUBDIVISION**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
STARVIEW RIDGE SUBDIVISION**

THIS DECLARATION OF RESTRICTIONS made on the 24th day of MAY 2002
Involves STARVIEW RIDGE SUBDIVISION, DOUGLAS COUNTY, NEVADA, and J and W Development Co.,
LLC. owners thereafter called the Declarant.

WITNESSETH

EFW

WHEREAS, the Declarant is the owner in fee simple of all of that certain real property described as follows:
J+W DEVELOPMENT CO LLC PARCEL Subdivision Maps# LOA 01-035 thru LOA 01-038
Recorded in book at pages 0602-8950 thru 8953 as Doc.# 545772 - 545775

WHEREAS the Declarant has subdivided such real property into lots, and intends and desires to sell the said lots,
and desires to subject buyers of the lots to Covenants, Conditions, and Restrictions, hereinafter set forth for the
benefit of the map of the present and subsequent owners of, therein;

WHEREAS such Covenants, Conditions, and Restrictions are intended to be part of a general program for the
improvement of the subdivision map, which program contemplates that each lot shall be used for residential
purpose of high quality only, the program is for the benefit of the subdivision and all the lots therein. The program
contemplates that the Covenants, Conditions, and Restrictions shall affect each lot in the subdivision, and shall pass
with each conveyance of a lot or lots in the subdivision.

NOW, THEREFORE, in consideration of the premises and for the use and purposes herein set forth, the above
Declarants do hereby declare that all conveyances of within the subdivision map, shall be made and accepted upon
the following Covenants, Conditions, and Restrictions which shall apply to and bind the parties thereto, their heirs,
successors and assigns, and are designed to establish the homeowners association for the mutual benefit of the
owners for the purposes set forth of the above described, such Covenants, Conditions, and Restrictions being as
follows, to wit:

SECTION I
ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

1.1 PURPOSE OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

Each parcel in the parcel maps is and shall be subject to the protective Covenants, Conditions, Restrictions, and
charges herein contained to provide a well-planned and controlled residential area, to set quality standards for
all improvements to be constructed on each parcel in the parcel maps, to provide that each parcel is to be used

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for residential purposes, and for the preservation of value for the benefit of each and every property owner of a parcel in the parcel maps.

1.2 DURATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

This Declaration of Covenants, Conditions, and Restrictions shall run with the land and shall bind the Declarants, their heirs, executors and administrators, and all future assigns of parcels of the parcel maps, or any part or parts thereof, for and during the period from the date of recording of the parcel maps, to thirty (30) years from the date of recording.

1.3 AMENDMENTS TO COVENANTS, CONDITIONS, AND RESTRICTIONS.

This declaration of Covenants, Conditions, and Restrictions, or any of them, may be changed, supplemented, or abolished in any and all particulars by the recordation in the office of the County Recorder of Douglas County, Nevada, of a revocation of an amendment to these Covenants, Conditions, and Restrictions, both of which shall be duly executed and acknowledged by the owners of record of not less than a majority of the parcels in the parcel maps.

1.4 EXTENSIONS OF DURATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

Any or all of said Covenants, Conditions, and Restrictions may be extended for a further time through a supplemental Declaration of Covenants, Conditions, and Restrictions for the parcel maps duly executed by the owners of record not less than a majority of the parcels in the parcel map, and recorded in Douglas County, Nevada.

1.5 INVALIDATION OF A COVENANT, A CONDITION, OR RESTRICTION.

Any invalidation of a specific Covenant, Condition, or Restriction by the judgment or order or any court of competent jurisdiction shall not affect the validity of the remaining Covenants, Conditions, and Restrictions, which shall continue and remain in full force and effect. Any Covenant, Condition, or Restriction so deemed invalidated, shall be deemed separable from the remaining Covenants, Conditions, and Restrictions herein set forth.

SECTION II
ARCHITECTURAL COMMITTEE

2.1 ARCHITECTURAL COMMITTEE PURPOSE.

In order to provide for the orderly development of the subdivision and to aid in establishing a reasonable and compatible architectural format, there is hereby created an architectural committee.

2.2 ARCHITECTURAL COMMITTEE MEMBERSHIP.

At all times, there shall be three members of the Architectural Committee.

2.3 ORIGINAL ARCHITECTURAL COMMITTEE.

The original Architectural Committee shall consist of the partners of J and W Development Co, LLC, or their assigns.

2.4 ORIGINAL ARCHITECTURAL COMMITTEE ADDRESS.

The address of the Architectural Committee shall be 820 Mustang Lane, Gardnerville, NV 89410

2.5 ARCHITECTURAL COMMITTEE VACANCY

In the event of resignation, incapacity, failure, or death of any member or members of the Architectural Committee, the remaining members or member shall fill any vacancy or vacancies. Any vacancy can be filled by the owner of a parcel within the parcel maps, or by a non-owner of any such parcel.

2.6 ARCHITECTURAL COMMITTEE MEMBER COMPENSATION.

None of the members of the Architectural Committee shall be entitled to any compensation for services rendered under this Declaration of Covenants, Conditions, and Restrictions.

2.7 ARCHITECTURAL COMMITTEE RULES, REGULATIONS, AND PROCEDURES.

The Architectural Committee shall establish its own internal rules, regulations and procedural details.

2.8 CONFORMITY OF DESIGN.

The Architectural Committee shall exercise its best judgment within reason, to see that all improvements, construction methods and materials, landscaping, fencing, and alterations, on each lot in the subdivision maps are in conformance with the Committee's quality standards and are harmonious with the exterior design, materials, color, setting, height, topography, grade, landscaping, and fencing or existing structures located on other parcels in the parcel maps. Architectural masonry features on front elevation is encouraged by the Architectural Committee.

2.9 COMMENCEMENT OF CONSTRUCTION.

No dwelling unit, garage, or any type of construction activity, including grading and/or removal of natural or other ground cover, shall be commenced or placed upon any lot until one complete set of architectural plans and specifications thereof, which plans and specifications shall include a plot plan indicating and establishing the exact location of all structures, a foundation plan, a floor plan for each floor, exterior colors, masonry, paint, roof and, where applicable, a basement, front, side and rear elevations, sections, and landscape and fence plans

and details, shall have first been submitted to the Architectural Committee for approval, and said approval shall have been obtained in writing from the committee.

2.10 PRELIMINARY PLANS.

The Architectural Committee strongly recommends that preliminary drawings be presented before final plans and specifications are completed.

2.11 MAJOR REMODELING.

If any redecorating or alteration involving the exterior of any existing structures proposed which involves remodeling, a structural change, or a change in existing exterior finish materials, it shall be necessary for the applicant to submit architectural plans and specifications, and exterior color samples showing such changes in order to receive written approval of the Architectural Committee prior to commencing said work.

2.12 MINOR REMODELING

If any redecorating or alteration involving the exterior of any existing structure is proposed which does not involve remodeling, a structural change, or a change in existing exterior finish materials, it shall be necessary for the applicant to submit exterior color samples showing such changes in order to receive written approval of the Architectural Committee prior to commencing said work.

2.13 ARCHITECTURAL COMMITTEE APPROVAL

The Architectural Committee shall examine and approve or stipulate to any changes or alterations in the architectural plans and specifications for any structure, dwelling unit, swimming pool, hedge, fence, landscaping, or wall proposed to be constructed on any parcel. Any such change or alteration in the architectural plans and specifications duly submitted to the Committee shall be made only in the best and continuing interest of maintaining the tone and quality of architecture.

2.14 ARCHITECTURAL COMMITTEE APPROVAL METHOD

The Architectural Committee's approval will be evidenced by the endorsement of the Committee on both sets of plans and specifications. The committee will retain one set of the plans and specifications, and one set will be returned to the applicant.

2.15 ARCHITECTURAL COMMITTEE PROCEDURES.

The Architectural Committee's approval or disapproval as required in this Declaration of Covenants, Conditions, and Restrictions shall be in writing. In the event the Committee or its designated representatives fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Declaration of Covenants, Conditions, and Restrictions shall be deemed to have been fully complied with.

2.16 WAIVER OF DAMAGES.

Any person, association, or other entity acquiring the title to any parcel or parcels of the parcel maps, or any person association, or other entity submitting plans to the Architectural Committee for approval, by doing so does agree and covenant that he or she will not bring any action or suit to recover damages against the Architectural Committee, its members, or its consultants, advisors, employees, or agents.

2.17 ARCHITECTURAL COMMITTEE LIABILITY.

Members of the Architectural Committee shall not be liable for damages to any person, association, or other entity submitting any architectural plans for approval, or to any owner or proposed owner of a parcel or parcels within the parcel maps, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove Architectural plans and specifications.

2.18 WAIVER OF RIGHT TO FILE AN ACTION AGAINST DOUGLAS COUNTY.

Each parcel map parcel owner, by purchase of a parcel or parcels in the parcel map agrees that no action will be brought against Douglas County arising out of Douglas County's not issuing or not having issued a building permit because of non-approval by the Architectural Committee, arising out of Douglas County's issuing or having issued a building permit without prior approval of the Architectural Committee.

2.19 MINOR DEVIATIONS.

The Architectural Committee may approve minor deviations in the provisions hereof at the Committee's discretion.

2.20 ARCHITECTURAL COMMITTEE DISAPPROVAL.

Approval by the Architectural Committee of any given plan (s) and specifications, alterations, or change(s) may be withheld due to noncompliance with any of the specific requirements of this Declaration of Covenants, Conditions, and Restrictions or due to the Committee's reasonable disapproval of the location of the building site upon any parcel, of a structure's appearance, of the construction materials proposed therein or thereon, of the proposed parcel grading, of the harmony of a proposed structure with the surrounding area homes. The Architectural Committee shall approve building sites, septic sites, and well sites on all parcels.

SECTION III
ARCHITECTURAL STANDARDS

3.1 BUILDING LOCATIONS.

A. Building Setback Lines Required by County Ordinance

Buildings shall not be located on any parcel in the parcel maps nearer to the front property line, nearer to any side property line, or nearer to any rear property line, than the minimum building setback lines set forth by Douglas County Ordinances in effect at the time construction is commenced. For the purpose of these Covenants, Conditions, and Restrictions, eaves, steps, and open porches shall not be considered as being a part of a building.

B. Building Setback Lines.

Buildings shall not be located on any parcel in the parcel maps to the front side, or rear property line closer than fifty (50) feet, and side property line thirty (30) feet. Locations of all buildings, well, and septic systems must be approved by the Architectural Committee.

3.2 SINGLE, FAMILY RESIDENTIAL USAGE

A. Single Family Use

Parcels shall be used for the construction of permanent Residences and customary appurtenances designed for single-family purposes in conformity with the requirements imposed by rural living, applicable zoning, or other governmental regulations. Conforming outbuildings shall include, but shall not necessarily be limited to, guesthouses, caretaker's quarters, barns, workshops, well houses, and equipment storage facilities. No such outbuilding shall be used for rental purposes. All improvements must be completed within eighteen (18) months of issuance of building permit.

B. Nuisances Prohibited.

Activities which constitute or which could constitute an annoyance or a nuisance to the neighborhood will not be permitted on any parcel in the parcel maps or in any structure on any such parcel.

C. Conforming Outbuildings.

The architectural style and finish materials of all outbuildings shall conform to the architectural style of and finish materials used in the primary residence. Metal roofs or metal buildings will not be permitted on any parcel except with approval of Architectural Committee. All outbuildings are required to be approved by the Architectural Committee.

B. Commercial Use Prohibited.

Stores, other place of commercial business, or business of any kind, any hospital, sanitarium, or other facility for the care or treatment of the sick or disabled, physically or mentally, any public theater, bar, restaurant, or other public place of entertainment shall not be permitted on any parcel in the parcel maps.

C. Occupancy Prohibitions.

Garages, sheds, tents, trailers, stables or other buildings or structures on any parcel in the parcel maps shall not be used for permanent or temporary residential purposes at any time.

F. Temporary Structures Prohibited.

Temporary structures of any kind shall not be created, constructed, permitted or maintained on any parcel in the parcel maps.

G. Wrecked Automobiles or Appliances.

Storage of wrecked or junked automobiles, appliances, or similar machinery, shall not be permitted on any parcel in the parcel maps, except in a covered and enclosed structure.

H. Construction Period Prohibitions.

Notwithstanding the provisions of any other Paragraph hereof, subsequent to Douglas County's issuance of a building permit for a residence on a parcel within the parcel maps, the owner of said parcel or a contractor selected by the owner of the said parcel, may not occupy temporary living quarters on the said parcel during construction period.

I. Lighting.

Light fixtures, not exceeding eight (8) feet in height shall be permitted within a building area and at the driveway access from the road, provided such lighting does not result in excessive glare towards the street or neighboring lots. Additional lighting outside of the building envelope may be allowed on lots permitting horses and/or outbuilding subject to written approval of the committee. Any outside lighting fixture may be required to be provided with a glare shield. No mercury vapor light fixtures may be used on any parcel within the parcel maps. No exterior lights shall be left on between the hours of 12:00 a.m. and 5:30 a.m.

3.3 RESIDENCE SIZE.

A. Single Story Residences.

Residences shall not have a floor area of less than twenty-two hundred (2200) square feet, exclusive of porches, patios, terraces, and garage. A single story residence shall have no more than 9/12 roof pitch and a height limit of twenty-nine (29) feet (from bottom of wall foundation to peak of roof).

B. Two Story Residences.

Two story residences shall be permitted on designated parcels within the parcel maps and maximum height requirements for any and all buildings permitted will be thirty-six (36) feet (from bottom of wall foundation to peak of roof).

C. Outbuildings.

Outbuildings shall not exceed four thousand (4000) square feet in size and twenty-six (26) feet in height.

3.4 AUTOMOBILE AND VEHICLE STORAGE.

A. Covered and Enclosed Garages.

Every residence constructed on any parcel within the parcel maps shall have on the same lot covered and enclosed at least one (1) three (3) car garage. The garages shall not be located within the stipulated front, rear, or side yard setback areas. Carports are not permitted on any parcel.

B. Truck, Trailer, and Boat Storage.

One of each: with a total number not to exceed four (4) between: Motor Home, trailer, boat, piece of heavy equipment may be stored at the rear or side of home behind privacy fences, or landscape screening. No trucks, buses, unlicensed motor vehicles or any other homemade or converted vehicles shall be parked on any portion of any parcel, except within an enclosed and covered structure approved by the Architectural Committee.

3.5 EASEMENTS.

A. Existing Easements.

The Declarant has reserved, for the purpose of installing and maintaining public utility facilities, drainage facilities, and for such other purpose incident to the development of each parcel in the parcel maps certain easements, all of which are shown on the recorded Tract Map.

B. Reservation of Future Easement Rights.

The Declarant also reserves the right to create future easements and rights of way for public utility use, for drainage purpose, for television cables, or any one or more of the same across any parcel within the parcel maps, provided, however, that said easements and right-of-way shall be located along one or more of the property lines and shall extend not more than twenty (20) feet there from, and further provided that the exercise of the rights hereunder do not materially interfere with the parcel owner's use of the buildings and improvements located on the parcel.

C. Structures Prohibited in Easement Areas.

Within any easement on any parcel in the parcel maps, no structure or other improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in easements.

D. Easement Maintenance.

The easement area of each parcel in the parcel maps and all improvements on it shall be maintained continuously by the owners of the parcels, except those improvements for which has public authority or utility.

E. Roadway Swale and Ditch Maintenance.

Roadway swales and ditches in the rights of way shall be maintained continuously by the owner of the parcel, and shall be kept free of debris, trash and weeds.

F. Retention Pond Maintenance.

Retention Ponds shall be maintained continuously by the owner of the parcel, and shall be kept free of debris, trash, and weeds.

3.6 ADJACENT PROPERTIES

A. Agricultural Operations.

Any parcels within the parcel maps that are located near agricultural operations and if these operations are being conducted in a manner consistent with proper and accepted standards, any inconveniences and discomforts of parcel owners may not constitute a nuisance for purposes of the Douglas County Code. Douglas County has declared it a policy to protect and encourage agricultural operations.

B. Free Range Land.

Owners of parcels within the parcel maps understand that these parcels may abut "free range land". Animals such as wild horses, coyotes, cattle, etc. may be present at times and wander onto parcels within the parcels maps.

C. Parcels Abutting East Valley Road.

Parcels within the parcel maps which abut East Valley Road shall not obtain legal access from East Valley Road.

D. Parcels on Watson Ct.

Parcels within the parcel maps with addresses on Watson Ct. shall obtain legal access from Watson Ct.

3.7 UTILITIES.

A. Underground Utilities.

All utility connections and service lines installed to each individual parcel in the parcel maps, and to each structure to be built on any such parcels, shall be installed underground, including electric service, community antenna cable, and telephone cable in accordance with accepted construction and utility standards. Primary power will be provided to each parcel. Secondary power will be the responsibility of each owner of the parcel/parcels within the parcel maps.

B. Water.

Each owner of a parcel in the parcel maps shall be responsible for the operation and maintenance of domestic water supply and storage facilities that shall be located on the said parcel.

C. Sewer.

Each owner of a parcel in the parcel maps shall be responsible for the operation and maintenance of septic tank and leach field facilities, which shall be located on the said parcel.

3.8 LANDSCAPING AND GROUNDS.

A. Native Brush.

All brush or other combustible materials within thirty-five (35) feet of the perimeter of each structure shall be cleared and the area shall be suitably landscaped. Natural vegetation removal shall be kept to a minimum. If native brush is removed from any other location located between the residence and the road, appropriate replacement ground cover shall be installed immediately. All homes shall be landscaped within six (6) months of Certificate of Occupancy. All landscaping designs will be reviewed and approved by the Architectural Committee.

3.9 FENCES.

A. Front Yard Fence Height Limitations

Front yard fences within thirty (30) feet of road shall not exceed four (4) feet in height. No side yard or rear yard property line fence shall exceed six (6) feet in height. No solid fences are permitted. Fences or walls shall not be erected, placed, or allowed on any parcel in StarView Ridge without prior approval of the Architectural Committee. This provision does not apply to required enclosures. Hedge fences obstructing views will not be permitted. Barbed wire or chain link wire fences will not be permitted on any parcel unless approved by the Architectural Committee. Chain link fences for pets may be approved, but must be located within 35 feet on the rear of the structure.

3.10 DRIVEWAY ENCROACHMENTS.

All private driveways encroachments connecting to the public streets or roads shall, where necessary, include culverts of a suitable size or other approved means of accommodating runoff drainage. Any such culvert or approved means shall be subject to the approval of Douglas County's Department of Public Works.

3.11 SANITATION STANDARDS.

Garbage, refuse, or obnoxious or offensive material shall not be permitted to accumulate on any parcel within the parcel maps, and the owner of each parcel within the parcel maps shall cause all such material to be disposed of in accordance with accepted sanitary practice. All garbage or trash containers and other such facilities shall be placed in enclosed areas so that they shall not be visible from adjoining lots or from roads.

3.12 MAINTENANCE OF STRUCTURES.

All structures erected on any parcel within the parcel maps shall be constructed in a workmanship like manner and shall be maintained in good condition.

3.13 RELOCATION OF BUILDINGS.

Buildings shall not be relocated from any other location onto any parcel within the parcel maps, unless approved by the Architectural Committee.

3.14 DILIGENT PROSECUTION OF CONSTRUCTION.

When the construction of any structure is commenced upon any parcel within the parcel maps, the owner or the contractor thereof shall prosecute, with reasonable diligence, the completion thereof.

3.15 ANTENNAS

Installation of television disks or any television or radio antenna, exceeding five (5) feet in height above any roofline is not permitted. No freestanding antennas, disks, and no more than one antenna per home are permitted. Wind turbines and/or windmills are not permitted on any parcel.

3.16 MAINTENANCE OF PROPERTY.

Each owner of a parcel within the parcel maps shall maintain the lot and all structures and improvements thereon the parcel, in neat, orderly, and a well-groomed manner.

3.17 SIGNS.

A. Sizes Permitted.

Billboards or signs of any character shall not be permitted on any location within the parcel maps, except one sign of not more than five (5) square feet advertising the property for, sale or rent, or a double-faced sign, with not more than ten (10) square feet per face, used by a builder to advertise the sale of the parcel and house during construction period and thereafter.

B. Professional Lettering.

All signs must be professionally or commercially lettered.

3.18 STABLES AND CORRALS

Prior to keeping a horse on any parcel in the parcel maps, the property owner shall construct a stable and corral. The stable and corral shall conform to the Architectural Committee requirements.

3.19 BARRIERS.

Nothing which constitutes a barrier to safe driving, by impacting sight distances, particularly at street intersections, may be erected or allowed to grow on or adjacent to any parcel within the parcel maps.

SECTION IV
ANIMALS

4.1 LIVESTOCK

The only livestock that will be permitted are horses in which no more than three (3) horses per parcel excluding foals under one (1) year of age. Barns and corrals shall be permitted by approval of the Architectural Committee. Compost piles of any type are not permitted: barns, corrals and grounds must be kept clean at all times.

4.2 HOUSEHOLD PETS.

Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance to the other property owners. There shall be no more than a total of four household pets and no more than three (3) dogs and/or cats thereof on any one parcel in the parcel maps. Reasonable exceptions to this provision will be allowed following births of litters pending disposition of puppies or kittens. Pet areas are to be kept clean at all times. Build up or piles of animal waste is not permitted.

SECTION V
SUBSURFACE MINERAL RIGHTS

5.1 PROHIBITED ACTIVITIES AND EQUIPMENT.

A. Petroleum and Mining Activities.

Oil drilling, oil development operations, oil refining, quarrying, and mining operations of any kind, and oil wells, tanks or tunnels, mineral excavations, or shafts shall not be permitted on any parcel within the parcel maps.

B. Derricks.

Derricks or other structures designed for use in boring for oil or natural gas shall not be erected, maintained, or permitted upon any parcels within the parcel maps.

C. Mineral Exploration and Quarrying.

Exploration for any minerals, drilling for any minerals, mining of any minerals, or quarrying of any rock, minerals, soil or material of any nature, shall not be permitted on any parcel in the parcel maps.

D. Mineral rights are not the rights of the parcel owners but of a company named Stock Petroleum Co., Inc.

5.2 EXCAVATIONS.

A Excavations Prohibited.

Excavations shall not be permitted on any parcels within the parcel maps, except in connection with grading and preparing of building sites, driveways, utility services, and related activities, and in connection with the construction of buildings, structures, and facilities, which have been approved by the Architectural Committee.

SECTION VI
ENFORCEABILITY

6.1 ENFORCEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

The Covenants, Conditions, and Restrictions herein contained shall bind and insure to the benefit of, and be enforceable by, the Declarant, his heirs, executors, administrators and all future assigns, and by the future owner or owners, of any parcel within the parcel maps.

6.2 VIOLATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

The Architectural Committee, or any owner or owners of any location in the parcel maps 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.

6.3 FAILURE TO ENFORCE.

The failure of Declarant, his successor or assign, or of any owner of any parcel within the parcel maps to enforce any of the Covenants, Conditions, and Restrictions herein contained shall not be deemed a waiver of a right to enforce them thereafter.

6.4 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.

SECTION VII **BREACHES AND REMEDIES**

7.1 MORTGAGE RIGHT.

A breach of any of the forgoing Covenants, Conditions, and restrictions, or the reentry 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 parcel within the parcel maps is acquired under foreclosure, trustee's sale, or otherwise, and shall be binding upon the party so acquiring title.

7.2 REMEDIES.

A. Legal Actions Permitted.

If any owner of a parcel within the parcel maps shall fail to comply with any of the provisions of the Declaration of Covenants, Conditions, or Restrictions, the Architectural Committee or any other property owner(s) shall have full power and authority to enforce compliance with this Declaration in any manner provided herein by law or in equity, including, without limitation, bringing (a) an action for damages, (b) an action to enjoin any violation or specifically enforce the provision of this Declaration, and (c) an action to enforce an lien provided for herein or provided for by law.

B. Attorney's Fees and Costs.

In this Declaration the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

C. Remedies Cumulative.

All enforcement powers of the Architectural Committee or a parcel owner shall be cumulative.

D. Consent to Remedies.

Each person who enters into a purchase agreement for a parcel within the parcel maps or who accepts the conveyance of title to a parcel within the parcel maps, shall be deemed to have agreed that the Architectural Committee or any owner of a parcel within the parcel maps shall have all rights, powers and remedies as set forth in this Declaration.

E. Litigation for Breach of Covenants, Conditions, and Restrictions

It shall be lawful, not only for the Declarant, his heirs, successors, and assigns, but also for the owner or owners of any parcel within the parcel maps, who have derived or who shall hereafter derive title from or through the Declarant, to institute and prosecute legal proceedings against any person or persons violating or threatening to violate these Covenants, Conditions, and Restrictions.

F. Proper Notice before Instituting Legal Procedure.

Prior to institution legal action, the Institution party must give not less than sixty (60) days written notice by registered mail to the violating party, and the said notice shall specify in what respects these Covenants, Conditions, and Restrictions have been violated. In the event the violating party corrects and cures any such violation within sixty (60) days from the mailing of such notice, then such violation shall be treated as though it had not happened.

G. Failure to Institute action, however, on the part of the Declarant, his heirs, successors, and assigns, or other parcel owners to claim 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 condemnation of any future similar breaches or violations of these Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed the Declaration of Covenants, Conditions, and Restrictions the day and year first above written.

STATE OF NEVADA

County of Douglas

BY: *Lynn Ann Watson*
Lynn Ann Watson, J and W Development Co., LLC

BY: *Dirk E. Jansse*
Dirk E. Jansse, J and W Development Co., LLC

BY: *Glenn E. Watson*
Glenn E. Watson, J and W Development Co., LLC

On this 24th day of May 2002, personally appeared before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, Lynn Ann Watson, Dirk E, Jansse, and Glenn E. Watson, who acknowledge that they executed the above instrument.

Janice K Condon



REQUESTED BY
J and W Development
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2002 JUN 27 AM 10: 16

LINDA SLATER
RECORDER

\$27.00 PAID *KJ* DEPUTY

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