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WHEN RECORDED MAIL TO:  
MR. AND MRS. STEVE BROWN  
P. O. BOX 2485  
GARDNERVILLE, NV 89410

**DECLARATIONS OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
THE MEADOWS AT MOTTSVILLE,  
A RESIDENTIAL DEVELOPMENT**

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**DECLARATIONS OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE MEADOWS AT MOTTSVILLE**

**THIS DECLARATION** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by STEVE AND SUZANNE C. BROWN, Owners, ("Declarant").

**RECITALS**

- A. Declarant is the owner of certain real property located in Douglas County, Nevada, described in Exhibit A (the "Property").
- B. Declarant is subjecting the Property to a Boundary Line Adjustment, and further to a series of parcel maps resulting in eight (8) single family parcels.

**DECLARATION**

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the provisions of this Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement, and sale of such property, and to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of such property. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and its assigns and to all persons hereafter acquiring or owning any interest in such property, however such interest may be obtained.

**Article 1 - Definitions**

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Section.

- County.** The "County" means Douglas County, Nevada.
- Declarant.** The "Declarant" means STEVE AND SUZANNE C. BROWN, who have made and executed this Declaration, or their successors.
- Declaration.** The "Declaration" means this instrument and amendments thereto.
- Deed of Trust.** A "Deed Of Trust" means a deed of trust or mortgage encumbering any parcel.

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- Foreclosure.** A "Foreclosure" means a foreclosure of a mortgage or exercise of power of sale pursuant to a deed of trust.
- Lot.** A "Lot" means any lot created by the Plat.
- Owner.** An "Owner" means any person, persons, or entity, including Declarant, owning a parcel.
- Parcel.** A "Parcel" means any Lot or portion thereof.
- Plat.** The "Plat" means the official parcel map(s) of THE MEADOWS AT MOTTSVILLE, created in accordance with NRS Chapter 278 and filed in the Office of the County Recorder of Douglas County, Nevada, on April 25, 2003 as Documents Nos. 574619, Book 403, Page 12074 AS 1/24/1 TO ADJUSTED PARCEL A-1 ONLY. (SEE EXHIBIT "A")
- Project.** The "Project" means the real property described in Exhibit A, including the land, buildings, and other improvements now or hereafter thereon, together with all easements, rights, and appurtenances belonging thereto.

## Article 2 - Architectural Committee

- 2.1 Architectural Committee Purpose.**  
In order to provide for the orderly development of the Project and to aid in establishing a compatible architectural format, there is hereby created an Architectural Committee.
- 2.2 Architectural Committee Membership.**  
At all times, there shall be at least two members of the Architectural Committee.
- 2.3 Original/Subsequent Architectural Committee.**  
The original Architectural Committee shall consist of Steve Brown and Suzanne Brown or their assigns. Once the Declarant no longer owns any of the Project, then the owners of each Lot shall elect, by majority vote, the members of the Architectural Committee.
- 2.4 Original Architectural Committee Address.**  
The address of the Architectural Committee shall be P.O. Box 2485, 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 member or members shall fill any vacancy or vacancies. Any vacancy must be filled by the owner of a Lot within the Project.

**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.

**2.7 Architectural Committee Rules, Regulations and Procedures.**

The Architectural Committee shall have the power to establish its own internal rules and regulations and procedural details.

**2.8 Conformity of Design.**

The Architectural Committee shall exercise its best judgment to see that all improvements, construction methods and materials, landscaping, fencing and alterations on each lot in the Project are in conformance with the committee's quality standards and are harmonious with the exterior design, materials, color, sitting, height, topography, grade, landscaping and fencing of existing structures located on other lots in the Project.

**2.9 Commencement of Construction.**

No dwelling unit, garage, fence, wall, retaining wall or any type of construction activity, shall be commenced or placed upon any lot until two complete sets of architectural plans and specifications thereof, which plans shall include a plot plan indicating and establishing the exact location of all structures, a foundation plan, a floor plan for each floor, front, side and rear elevations, sections, exterior color samples, landscape, 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 Architectural Committee. However, prior to the submittal of the final plans the property owner may remove natural ground cover and conduct grading and fencing with the approval of the Architectural Committee.

**2.10 Preliminary Plans.**

The Architectural Committee recommends, but does not require, 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 structure is 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 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, or wall proposed to be constructed on any lot. Any such changes or alterations in the architectural plans and specifications duly submitted to the Committee shall be made only in the best and continuing interest of maintaining a superior tone and quality of architecture through the Project.

**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 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 shall be in writing. Commencing immediately upon receipt of the documents described in Section 2.9 from the applicant, the Committee shall submit within 10 calendar days of receipt of the plans. Its comments for the applicants consideration. In the event the Committee or its designated representative(s) fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Declaration 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 lot or lots in the Project, or any person, association or other entity submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members, consultants, advisors, employees or agents.

**2.17 Architectural Committee Liability.**

No member of the Architectural Committee shall 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 lot or lots within the Project, 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 Project lot owner, by purchase of a lot or lots in the Project, 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 of the Architectural Committee, or 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 changes may be withheld due to noncompliance with any of the specific requirements of this Declaration, or due to the Committee's reasonable disapproval of the location of the building site upon any lot, or the appearance of the structure, or the construction materials proposed therein or thereon, or the proposed lot grading, or the harmony of a proposed structure may have upon the view or outlook of adjacent and/or neighboring homes.

**Article 3 - Architectural Standards**

**3.1 Building Locations.**

Building setback lines required by County Ordinances. No building shall be located on any lot in the Project 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 Ordinance for A-19 zoning, in effect at the time construction is commenced. For the purposes of this Declaration, eaves, steps and open porches shall not be considered as being a part of a building. No variances can be granted.

**3.2 Single Family Residential Use Only.**

**3.2.1 Single Family Use Only.**

Each lot in the Project may be used for one-Single Family residence and for conforming outbuildings and related facilities only and for no other purpose. Conforming outbuildings shall include, but shall not necessarily be limited to, guesthouses, caretaker's quarters, barns, workshop, well houses and equipment storage facilities. No such outbuilding shall be used for rental purposes.

**3.2.2 Nuisances Prohibited.**

No activity which constitutes or which could constitute an annoyance or a nuisance to the neighborhood will be permitted on any lot in the Project or in any structure on such lot. No repair of automobiles, or other motorized vehicles (including ATV's and motorcycles) shall be conducted on a lot, except within an enclosed garage or workshop. No riding of motorcycles, ATV's or other motorized vehicles designated for off-road use may be ridden on any lot or within the Project except for purposes directly related to maintenance of owners parcel.

**3.2.3 Conforming Outbuildings**

The architectural style and finish materials of all outbuildings shall conform to the architectural style of and the finish materials used in the primary residence.



**3.2.4 Business Use Prohibited.**

No business or profession shall be carried on or conducted within any lot in the Project or within any improvements on any lot in the Project with the exception of home office usage permitted by Douglas County.

**3.2.5 Commercial Use Prohibited.**

No Store or other place of commercial or professional business of any kind nor any hospital, sanitarium or other facility for the care or treatment of the sick or disabled, physically or mentally, not any public theater, bar, restaurant or other public place of entertainment shall be permitted on any lot in the Project.

**3.2.6 Occupancy Prohibitions.**

No garage, shed, tent, trailer, barn, stable or other building or structure on any lot in the Project shall be used for permanent or temporary residential purposes at any time. Owners/self contractors requiring temporary housing within a trailer or motor home during the main residence construction phase will submit, plot location to the committee for review and approval. Temporary residence during construction will require a completed and approved committee plan, Douglas County issuance of building permit(s) and installation of an approved water source, electrical power and septic. Maximum temporary residence will only be permitted for 12 months from start of construction date of final approval from the Committee. This paragraph shall not be construed to prohibit or restrict the provisions for Guest / Caretaker quarters referenced in paragraph 3.2.1, as long as such residence is in conformance with Douglas County Code.

**3.2.7 Temporary Structures Prohibited.**

No Temporary structure of any kind shall be created, constructed, permitted or maintained on any lot in the Project.

**3.2.8 Wrecked Automobiles or Appliances.**

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

**3.2.9 Garbage / Refuse.**

No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any parcel and the owner thereof shall cause all such material to be removed in accordance with accepted sanitary practice. All garbage or trash containers, oil tanks, and other such facilities must be underground or placed in a walled area(s) so not to be visible from adjoining properties or from the street.

**3.3 Residential Size.**

**3.3.1 Single Story Residences.**

Only one single story, private residence, together with garage, private recreation facilities, retaining walls and other appurtenances approved by the Architectural Committee shall be permitted. Detached guest or Caretakers facility may be permissible providing:

- A. Total gross floor area shall be in conformance with Douglas County Code for accessory dwelling units allowed in an agricultural zoning district.

- B. The premises are used solely for the support and convenience of the primary dwelling without charge.
- C. Residences and any accessory buildings will have a height limit of 32 feet from the finished grade to the top of the roof.
- D. Garages and accessory buildings shall have the same design characteristics of residence.
- E. All residences to be built a minimum of 3 feet above existing grade, but shall also meet the minimum finished floor elevation per applicable Code.

A residence having a floor area of less than two thousand five hundred square feet (2,500 SF), exclusive of porches, patios, terraces and garages, shall not be permitted. Approval by the Architectural Committee of any given plan and specification, alterations or changes may be withheld due to non-compliance with any of the specific requirements of the Declaration, or due to the Committee's reasonable disapproval of the location of the building upon any lot, for a structures' appearance, of the construction materials proposed therein or thereon, of the proposed lot grading, of the harmony of a proposed structure with the surrounding area and homes, or of the influence or impact any structure may have upon the view or outlook of adjacent and / or neighboring homes.

### **3.3.2 Two Story Residences.**

Two-story residences are allowed. The ground floor must contain not less than one thousand five hundred square feet (1,500 SF), exclusive of any porches, patios, terraces and attached garages.

### **3.3.3 Covered and Enclosed Garages.**

Every residence constructed on any lot in the Project shall have on the same lot covered and enclosed automobile storage spaces (garage) for at least three automobiles. The garage shall not be located within the stipulated front, rear, or side yard setback areas.

## **3.4 Livestock.**

Livestock, fowl or poultry may be raised, maintained or kept on any lot within the Project. Breeding of such livestock, fowl or poultry shall be of a "hobby breeding" nature only, and shall not be permitted to become obnoxious or detrimental to the other Parcel owners within the Project, and which shall not interfere with the safety, health convenience or comfort of the occupants or owners of any other lots. Livestock, horses, cattle and sheep which are raised in connection with a 4-H club, FFA project may be kept in the project. Under no circumstances whether in connection with a club project, personal use, or otherwise, shall any pigs or goats be kept or maintained on any lot at any time for any purpose.

## **3.5 Household Pets.**

Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. A maximum of three (3) dogs and/or cats may be kept on any one lot in the Project. Reasonable exceptions to this provision will be allowed following births of litters pending distribution of puppies and/or kittens.

**3.6 Antennas.**

No exterior radio or television antenna, aerial or satellite dish shall be erected or maintained in the Project so as to be visible from neighboring property or public or private thoroughfares without the prior written approval of the Architectural Committee.

**3.7 Maintenance of Structures.**

All structures erected on any lot in the Project shall be constructed in a workmanship like manner and shall be maintained in good condition.

**3.8 Relocation of Buildings.**

No building shall be relocated from any other locations onto any lot in the Project.

**3.9 Modular or Manufactured Homes, Recreational Vehicles and Boats.**

No modular or manufactured homes are allowed to be put on any lot in the Project. Recreational vehicles and boats shall not be stored on a lot or parcel unless fully screened from view by a solid fenced enclosure located within the rear yard area of the lot or parcel and configured so the vehicles or boats are not visible from an adjoining lot.

**3.10 Restriction of View.**

In no event shall either the location of any structure or its height affect adjoining properties so as to unreasonably diminish or restrict views.

**3.11 Landscaping and Groundcover.**

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 in a professional manner. Areas disturbed during the course of construction shall be permanently landscaped or revegetated in accordance with an approved plan utilizing, where appropriate, native drought tolerant seed mixes. All landscaping and revegetation activities shall be completed within 6 months of occupying the residence.

**3.12 Fence.**

No front yard property fence shall exceed four (4) feet in height. No side yard or rear yard property line fence shall exceed five (5) feet in height.

No opaque fence or wall shall be erected, placed or altered on any lot in the Project, except where such wall or fence constitutes an integral part of the residence or encloses a swimming pool or similar recreational facility, or constitutes a trash enclosure, unless approved by the Architectural Committee.

Fencing shall be of a quality and appearance as to maintain the aesthetic integrity of the Project. Each Parcel owner shall be responsible for installation and maintenance of Perimeter fencing appurtenant to their Parcel. Any fencing along common property line(s) may be, but shall not be required to be, negotiated between such adjacent Parcel owners as to the installation and maintenance of such fencing.

**3.13 Driveway Encroachments.**

All private driveway encroachments connecting to the public streets or roads shall, where necessary, include culverts of a suitable size or other approved means of accommodating run-off and irrigation. Any such culvert or other approved means shall be subject to the approval of the Architectural Committee and Douglas County's Department of Public Works. Driveways should be of road base, gravel, asphalt, or cement.

**3.14 Utilities.**

All utility connections and service lines installed to each individual lot in the Project and to each other structure to be built on any such lot, shall be installed underground, including electric service, telephone and cable, in accordance with accepted construction and utility standards.

**3.15 Water.**

Each owner of a lot in the Project shall be responsible for the connection to domestic water service, by means of sinking a domestic well, at the individual owner's expense.

**3.16 Sewer.**

Each owner of a lot in the Project shall be responsible for the operation and maintenance and installation of a septic system and leach field, which shall be designed in accordance with and approved by Nevada Department of Health and located on the said lot. A denitrification or engineered system is advised, and may be required.

**3.17 Irrigation Ditches.**

Each individual lot owner shall keep clean and maintain the drainage easement and irrigation ditches as per the recorded final map on their respective parcel. In the event the owner does not maintain the aforementioned easement and ditches, Douglas County or their agents and/or the affected properties, shall have the right to enter onto the subject property to correct the situation and shall have the right to lien the property and property owner to recover any cost in conjunction with said repairs / maintenance. Owner shall not be permitted to grade, redesign or alter any irrigation ditch or drainage easement except for maintenance purposes only. Owner shall not build any temporary or permanent structure on or in any irrigation ditch or drainage easement with the exception of fencing and appropriate and approved ditch gates. Structures excepted from this are bridges that may be, in accordance with approval from the Douglas County Ditch Committee, constructed over the Big Ditch to provide owner with access from one side to the other. It shall be the responsibility of the individual Parcel owner to procure such approval. This section may not be amended.

**3.18 Signage.**

No billboards or signs of any character shall be permitted on any Parcel, except one (1) sign of not more than five (5) square feet advertising the Property for sale, or a double-faced sign not more than five (5) square feet per face, used by a builder to advertise the sale of the Parcel and house during the construction period and thereafter. All signs must be professionally or commercially lettered.



**3.19 Leasing.**

An owner is permitted to rent or lease his or her Parcel and the improvements located thereon upon the following terms:

- (I) Each lease or rental agreement shall be in writing, and any tenant shall abide by and be subject to all of the terms and provisions of this Declaration, which lease agreement shall further specify that failure to abide by the CC&R's shall be a default under the lease or rental agreement.
- (II) Only one (1) family may occupy the Parcel.
- (III) The lease term must be for a minimum of Six (6) months.

**3.20 Prohibited Activities and Equipment.**

Exploration for any minerals, including oil drilling, oil development and mining operations, drilling for any materials, mining of any materials, or quarrying of any rock, minerals, soil or material of any nature, shall not be permitted on any Parcel. No derrick or other structures designed for use in boring for oil, natural gas or other minerals may be maintained or permitted on any Parcel.

**3.21 Division Of Parcels.**

There shall be no further division of the Parcel(s) within the Project. It is the intent of the Declarant to maintain the Project in the Douglas County A-19 Zoning District.

**Article 4 -- Amendment**

**4.1 Owner Approval.**

Except as otherwise provided herein, this Declaration may be amended only by a simple majority vote of the Owners of Parcels within The Meadows At Mottsville.

**4.2 Governmental Approval.**

No amendment to this Declaration modifying rights and benefits extended to any governmental entity shall be made without the written consent of such entity.

**4.3 Restrictions on Amendments.**

Except to the extent expressly permitted or required by this Declaration, no amendment may change the allocated interests of a Parcel in the absence of unanimous consent of the Owners affected and the consent of a majority of the Owners of the remaining Parcels.

**4.4 Form.**

Amendments to this Declaration shall be prepared, executed, and certified on behalf of the Committee by any member of the Committee designated for that purpose or, in the absence of designation, by the president of the Committee.

**4.5 Effective upon Recordation.**

Every amendment to this Declaration shall be recorded with the County recorder and shall be effective only upon such recordation.



**Article 5 -- Miscellaneous**

**5.1 Term of Declaration.**

The provisions of this Declaration shall continue and be effective for a minimum period of Thirty (30) years from the date of recordation and shall be automatically extended for successive 10-year periods until at least a two-thirds vote of the Owners of all of the Parcels within the Project determine by vote that they shall terminate and, all the institutional holders of first deeds of trust encumbering the Parcels shall have given their prior written approval, and notice thereof is recorded in the office of the County Recorder.

**5.2 Enforcement and Waiver.**

**5.2.1 General Right of Enforcement.**

Except as otherwise provided herein, Declarant, the Committee, and any Owner shall have the right (but not the duty) to enforce, by an action for damages or injunctive relief or both, any or all of the covenants, conditions, and restrictions now or hereafter imposed by this Declaration upon the Owners or upon any of the Project; provided, however, the County is/are third party beneficiaries of this Declaration. Except as otherwise provided, nothing herein shall be construed as creating a third party beneficiary contract in favor of any other parties, other than the County, who are not Owners of property subject hereto.

**5.2.2 Violations and Nuisance.**

Every act or omission whereby a covenant, condition, or restriction of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Committee, or any Owner. Any other provision to the contrary notwithstanding, only Declarant, the Board, and their duly authorized agents may enforce by self-help any covenant, condition, or restriction set forth herein.

**5.2.3 Violation of Law.**

Any violation of any state, regional, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any portion of the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

**5.2.4 Remedies Cumulative.**

Each remedy provided by this Declaration is cumulative and not exclusive.

**5.2.5 Non-Waiver.**

The failure to enforce the provisions of any covenant, condition, or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

**5.2.6 Right to Farm Notification.**

Douglas County has declared it a policy to protect and encourage agricultural operation. If your property is located near an agricultural operation, you may at some time be subject to inconveniences or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purpose of Douglas County Code.

**5.3 Notices.**

All notices hereunder to an Owner shall be sent by registered or certified mail to the Owner at his Parcel, or to such other address as the Owner may give from time to time in writing to the Board. All notices shall be deemed to have been given when mailed except notices of change of address, which shall be deemed to have been given when received, and except as otherwise provided herein.

**5.4 Construction and Declaration.**

**5.4.1 Restrictions Construed Together.**

All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts set forth in the "Declaration" at the beginning of this Declaration.

**5.4.2 Restrictions Severable.**

Notwithstanding the provisions of Section 11.4.1, the covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

**5.4.3 Singular includes Plural.**

The singular shall include the plural and the plural the singular unless the context requires the contrary. The masculine, feminine, or neuter shall each include the masculine, feminine, and neuter, as the context requires.

**5.4.4 Captions.**

All captions or titles used in the Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions of any Section.

**5.4.5 Subordination.**

Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any Mortgage or Deed of Trust that encumbers all or a portion of a Parcel. If a Parcel is encumbered by a Mortgage or Deed of Trust, the foreclosure of any lien created by any provision set forth in a Mortgage or Deed of Trust shall not invalidate the provisions of this Declaration.

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

THE MEADOWS AT MOTTSVILLE

By: [Signature]  
Steve Brown

[Signature]  
Suzanne C. Brown

STATE OF NEVADA

COUNTY OF Douglas ) ss.

On this 2nd day of May, 2003, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared, STEVE BROWN and SUZANNE C. BROWN, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
NOTARY PUBLIC



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EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 030701337

That portion of the South 1/2 of Section 2, Township 12 North, Range 19 East, M.D.B.&M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Northwesterly corner of Adjusted Parcel 1 of the "Record of Survey to Support A Boundary Line Adjustment for Lee W. & Sharon Bergevin Russell Family Trust and Dressler Family Trust", recorded in Book 0600 at Page 6236, as Document No. 495047 of the Official Records of said Douglas County, thence Southeasterly along the Southwesterly line of said Adjusted Parcel 1, South 19°05'03" East, 25.02 feet to the True Point of Beginning for this description; thence North 73°30'45" East, 119.23 feet; thence South 89°55'38" East, 1286.05 feet to a point on the Northeasterly line of said Adjusted Parcel 1; thence Southeasterly along said Northeasterly line, South 19°00'55" East, 654.70 feet; thence North 89°55'38" West, 1411.32 feet to a point on the Southwesterly line of said Amended Parcel 1; thence Northwesterly along said Southwesterly line North 19°05'03" West, 619.00 feet to the Point of Beginning.

Said premises further imposed as Adjusted Parcel A-1 as set forth on that certain Record of Survey recorded April 25, 2003, in Book 0403 of Official Records, at Page 12074, as Document No. 574619.

Together with water rights out of Carson River Claims No. 631 and No. 564 of the Alpine Decree, appurtenant to the above described land.

A portion of APN 1219-02-000-011

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED APRIL 25, 2003, BOOK 0403, PAGE 12075, AS FILE NO. 0574620, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

REQUESTED BY  
Stewart Title of Douglas County  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2003 MAY -2 PM 4:11

WERNER CHRISTEN  
RECORDER

30<sup>th</sup> PAID *Pd* DEPUTY

0575549

BK 0503 PG 01585