

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

2003 SEP 15 AM 11:01

WERNER CHRISTEN  
RECORDER

\$ 38<sup>00</sup> PAID 10 DEPUTY

Assessor's Parcel Number: 1220-12-000-001

Recording Requested By:

Name: STEWART TITLE  
OF DOUGLAS COUNTY  
1650 N. LUCERNE  
Address: MINDEN, NV 89423

City/State/Zip \_\_\_\_\_

DECLARATION OF RESTRICTIVE DEED  
(Title of Document) COVENANTS

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

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**DECLARATION OF RESTRICTIVE DEED COVENANTS**

The undersigned, PINION RIDGE, LLC, a Nevada limited liability company, being owners in fee title by execution hereof, do hereby declare that the lands described herein are subject to the following Restrictive Deed Covenants:

- A. Access from East Valley Road for Lots 1, 41, and 43 is prohibited. Access to Lot 41 shall be via Jo Lane through the use of a dip section across the floodplain.
- B. Douglas County has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some time be subject to inconvenience 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 the purposes of the Douglas County Code.
- C. A fifty (50) foot non-buildable buffer area along the western boundaries of lots 41 and 43.

The lands subject to the herein above stated Restrictive Deed Covenants are described in Exhibit "A" attached hereto and made a part hereof.

The undersigned, their heirs, successors and assigns, shall be forever bound by and subject to the herein above set forth restrictive covenants.

Executed this \_\_\_ day of August, 2003.

PINION RIDGE, LLC  
A Nevada limited liability company

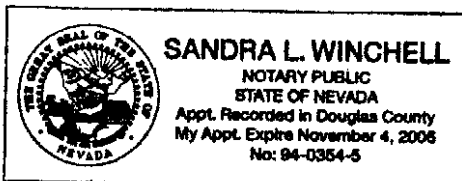
  
GREGORY PAINTER, MANAGER

STATE OF NEVADA )

COUNTY OF DOUGLAS )

On August 6, 2003, personally appeared before me, a Notary Public, Gregory Painter, personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument.

  
NOTARY PUBLIC



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**EXHIBIT "A"**

Lots 40 through 43, Block A

Lots 1, 2, 3, 5, 6, & 7, Block B

Lots 4, Block C

Lots 8 through 15, Block D

Lots 16 & 17, Block E

Lots 18 through 26, Block F

Lots 27 through 39, Block G

As set forth on Final Subdivision Map, LDA #01-083 for Pinion Ridge,  
filed for record in the office of the County Recorder of Douglas County,

State of Nevada on 9-15-03, in Book 0903

at Page 7332, Document # 589938

APN 1220-12-000-001

0589940

BK 0903 PG 07340

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
PINION RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS MADE THIS 24<sup>th</sup> DAY OF JUNE 2003, FOR PINION RIDGE, DOUGLAS COUNTY, NEVADA, BY PINION RIDGE LLC, A NEVADA LIMITED LIABILITY COMPANY, HEREIN AFTER CALLED THE DECLARANT.

**WITNESSETH**

WHEREAS SUCH COVENANTS, CONDITIONS, AND RESTRICTIONS ARE INTENDED TO BE PART OF A GENERAL PROGRAM FOR THE IMPROVEMENT OF THE DEVELOPMENT, WHICH PROGRAM CONTEMPLATES THAT EACH LOT IN THE DEVELOPMENT SHALL BE USED FOR RESIDENTIAL PURPOSES OF HIGH QUALITY ONLY. THE PROGRAM IS FOR THE BENEFIT OF PINION RIDGE AND ALL OF THE LOTS THEREIN. THE PROGRAM CONTEMPLATES THAT THE COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL AFFECT EACH LOT IN PINION RIDGE AND SHALL RUN WITH THE LAND, BEING BINDING UPON EACH SUBSEQUENT OWNER WITH EACH CONVEYANCE OF A LOT OR LOTS IN PINION RIDGE;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FOR THE USE AND PURPOSES HEREIN SET FORTH, THE ABOVE DECLARANT DOES HEREBY DECLARE THAT ALL CONVEYANCES OF LOTS WITHIN PINION RIDGE 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 DESIGNATED FOR THE MUTUAL BENEFIT OF THE OWNERS OF THE LOTS 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**

PINION RIDGE IS AND SHALL BE SUBJECT OF THE PROTECTIVE COVENANTS, CONDITIONS, AND 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 LOT IN THE

DEVELOPMENT, TO PROVIDE THAT EACH LOT IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY, AND FOR THE PRESERVATION OF VALUE FOR THE BENEFIT OF EACH AND EVERY PROPERTY OWNER OF A LOT IN PINION RIDGE.

#### 1.2 DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BIND THE DECLARANT, HEIRS, EXECUTORS AND ADMINISTRATORS, AND ALL FUTURE ASSIGNS OF THE LOTS IN PINION RIDGE, OR ANY PARTS THEREOF, FOR AND DURING THE PERIOD FROM THE DATE OF RECORDING OF THE DEVELOPMENT FINAL MAP, TO THIRTY (30) YEARS FROM THE DATE OF RECORDING THEREOF, SUBJECT TO THE PROVISIONS OF SECTION 1.3, 1.4, 1.5, AND 1.6 OF THIS DECLARATION.

#### 1.3 AMENDMENTS TO COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, OR ANY PART 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 OR AN AMENDMENT TO THESE COVENANTS, CONDITIONS, AND RESTRICTIONS, BOTH WHICH SHALL BE DULY EXECUTED BY THE OWNERS OF RECORD OF NOT LESS THAN TWO THIRDS (2/3) OF THE LOTS IN PINION RIDGE.

#### 1.4 EXTENSION OF DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

ANY OR ALL OF SAID COVENANTS, CONDITIONS, AND RESTRICTIONS MAY BE EXTENDED FOR A FURTHER TIME THROUGH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PINION RIDGE DULY EXECUTED BY THE OWNERS OF RECORD OF NOT LESS THAN A MAJORITY OF THE LOTS IN PINION RIDGE, AND RECORDED IN DOUGLAS COUNTY, NEVADA.

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

ANY INVALIDATION OF A SPECIFIC COVENANT, CONDITION, OR RESTRICTION BY THE JUDGMENT OR ORDER OF 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.

## 1.6 DECLARANT EXEMPTED

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY OTHER PROVISION HEREOF, THE DECLARANT SHALL NOT BE BOUND BY THESE COVENANTS, CONDITIONS, AND RESTRICTIONS AS TO THE LOTS IN PINION RIDGE UNTIL THE DECLARANT HAS CONVEYED TITLE TO THE LOT TO A SECOND PARTY. ONLY LOTS CONVEYED BY DECLARANT TO A SECOND PARTY OR PARTIES ARE BOUND BY THESE COVENANTS, CONDITIONS, AND RESTRICTIONS.

## **SECTION II ARCHITECTURAL STANDARDS, EASEMENTS AND SETBACKS**

### 2.1 BUILDING LOCATION

#### 2.1.1 BUILDING SETBACK LINES REQUIRED BY COUNTY CODE

NO BUILDING SHALL BE LOCATED ON ANY LOT IN PINION RIDGE NEARER TO THE FRONT, SIDE, OR REAR PROPERTY LINE, THAN THE MINIMUM BUILDING SETBACK CODES SET FORTH BY DOUGLAS COUNTY CODE IN EFFECT AT THE TIME CONSTRUCTION IS COMMENCED. ANY BUILDING VIOLATING THIS PROVISION MUST BE REMOVED AT THE SOLE EXPENSE OF THE OWNER OF THE LOT.

#### 2.1.2 BUILDING SETBACK LINES

IN ADDITION TO THE BUILDING SETBACK LINE OF SECTION 2.1.1, BUILDING SETBACK LINES AND EASEMENTS SHOWN ON THE FINAL PLANS, APPROVED BY DOUGLAS COUNTY, MUST BE STRICTLY OBSERVED. ANY

BUILDING VIOLATING THIS PROVISION MUST BE REMOVED AT THE SOLE EXPENSE OF THE OWNER OF THAT LOT.

## 2.2 SINGLE FAMILY RESIDENTIAL USE ONLY

### 2.2.1 SINGLE FAMILY USE ONLY

EACH LOT IN PINION RIDGE MAY BE USED FOR ONE, AND ONLY ONE, SINGLE FAMILY RESIDENCE. MOBILE HOMES, FACTORY BUILT HOUSING, OR MANUFACTURED HOUSING OF ANY KIND ARE NOT PERMISSIBLE ON ANY PARCEL. ONE GUEST HOUSE PER LOT IS ALLOWED PER DOUGLAS COUNTY CODE. A GUEST HOUSE IS CONSIDERED TO BE AN OUTBUILDING AS REFERENCED IN SECTION 2.2.3.

### 2.2.2 NUISANCES PROHIBITED

NO ACTIVITY WHICH CONSTITUTES OR WHICH COULD CONSTITUTE A CRIME, ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD WILL BE PERMITTED ON ANY LOT IN PINION RIDGE OR IN ANY STRUCTURE ON ANY SUCH LOT. NO EXTERIOR HALOGEN/VAPOR LIGHTS ARE PERMITTED, AND ALL EXTERIOR LIGHTS MUST BE CONTAINED TO DIRECT LIGHT DOWNWARDS PER DOUGLAS COUNTY CODE.

### 2.2.3 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. TWO OUTBUILDINGS PER LOT ARE ALLOWED, EXCLUDING WELL HOUSE.

### 2.2.4 BUSINESS USE PROHIBITED

NO BUSINESS OR PROFESSION SHALL BE CARRIED ON OR CONDUCTED WITHIN ANY LOT IN PINION RIDGE OR WITHIN ANY IMPROVEMENT ON ANY LOT IN PINION RIDGE, WITH THE EXCEPTION OF HOME/OFFICE USAGES PERMITTED BY DOUGLAS COUNTY.

### 2.2.5 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 OF THE SICK OR DISABLED, PHYSICALLY OR MENTALLY, NOR ANY PLACE OF PUBLIC ENTERTAINMENT SHALL BE PERMITTED ON ANY LOT IN PINION RIDGE.

### 2.2.6 OCCUPANCY PROHIBITED

NO GARAGE, SHED, TENT, TRAILER, BARN, OR OTHER BUILDING OR STRUCTURE ON ANY LOT IN PINION RIDGE, EXCEPT GUEST HOUSES AND/OR MOTHER-IN-LAW QUARTERS, SHALL BE USED FOR PERMANENT OR TEMPORARY RESIDENTIAL PURPOSES AT ANY TIME.

### 2.2.7 TEMPORARY STRUCTURES PROHIBITED

NO TEMPORARY STRUCTURE OF ANY KIND SHALL BE CREATED, CONSTRUCTED, PERMITTED OR MAINTAINED ON ANY LOT IN PINION RIDGE. HOWEVER, TRAILERS USED FOR STORAGE PURPOSES DURING CONSTRUCTION OF A RESIDENCE ARE PERMITTED.

### 2.2.8 WRECKED AUTOMOBILES OR APPLIANCES

STORAGE OF WRECKED, JUNKED, UNLICENSED, UNREGISTERED, OR INOPERABLE AUTOMOBILES, APPLIANCES, OR SIMILAR MACHINERY SHALL NOT BE PERMITTED ON ANY LOT IN PINION RIDGE, EXCEPT IN AN ALLOWED ENCLOSED STRUCTURE.

## 2.3 RESIDENCE SIZE AND STANDARDS

### 2.3.1 SINGLE-STORY RESIDENCES

A RESIDENCE IS REQUIRED TO HAVE A HEATED FLOOR AREA OF AT LEAST TWO THOUSAND FIVE HUNDRED (2,500) SQUARE FEET, EXCLUSIVE OF PORCHES, PATIOS, TERRACES, AND GARAGES. THIS RESTRICTION APPLIES TO LOTS 8 THROUGH 39. LOTS 1 THROUGH 7, AND LOTS 40 THROUGH 43 MUST HAVE AT LEAST TWO THOUSAND TWO HUNDRED (2,200) SQUARE FEET, EXCLUSIVE OF PORCHES, PATIOS, TERRACES, AND GARAGES.



### 2.3.2 TWO-STORY RESIDENCES

TWO STORY RESIDENCES ARE ACCEPTABLE, PROVIDED THE SECOND STORY CONTAINS SQUARE FOOTAGE EQUAL TO NO LESS THAN 50% OF THE FIRST FLOOR, AND THE FIRST FLOOR CONTAINS AT LEAST ONE THOUSAND EIGHT HUNDRED SQUARE FEET (SQUARE FOOTAGE AS DEFINED IN SECTION 2.3.1).

### 2.3.3 ARCHITECTURAL STANDARDS

STANDARD REQUIREMENTS INCLUDE 30% BRICK, ROCK, OR STUCCO ON THE FRONT ELEVATION (EXCLUDING WINDOWS AND DOORS); TILE OR COMPOSITION ROOF (30-YEAR IF COMPOSITION); MINIMUM 6:12 PITCH ROOF; 2 X 8 MINIMUM FASCIA OR COMPARABLE; NO VERTICAL SIDING ON ANY ELEVATION; DRIVEWAY ENTRIES TO THE ROAD SHALL MEET DOUGLAS COUNTY STANDARDS AND DRIVEWAYS SHALL BE STRUCTURALLY SOUND (BASE, GRAVEL, DECOMPOSED GRANITE, ASPHALT, CONCRETE, PAVERS, OR ACCEPTABLE SUBSTITUTE). EARTHTONE COLORS AND HOMES THAT BLEND WITH THE ENVIRONMENT ARE STRONGLY ENCOURAGED. ARCHITECTURAL STYLES THAT CONFLICT WITH CERTAIN ELEMENTS LISTED IN THIS SECTION 2.3.3 MAY BE APPROVED BY THE ARCHITECTURAL COMMITTEE, PROVIDED THE OVERALL DESIGN IS AESTHETICALLY PLEASING.

### 2.4 AUTOMOBILE AND VEHICLE STORAGE AND USE

#### 2.4.1 COVERED AND ENCLOSED GARAGES

EVERY RESIDENCE CONSTRUCTED ON ANY LOT IN PINION RIDGE SHALL HAVE AN ATTACHED COVERED AND ENCLOSED AUTOMOBILE STORAGE SPACE (GARAGE) FOR AT LEAST THREE (3) AUTOMOBILES.

#### 2.4.2 TRUCK, TRAILER, RV AND BOAT STORAGE

NO TRUCKS, TRAILERS, BOATS, RECREATIONAL VEHICLES, UNLICENSED OR UNREGISTERED VEHICLES OF ANY KIND SHALL BE KEPT, STORED, OR PARKED IN OR UPON ANY PORTION OF ANY LOT IN PINION RIDGE EXCEPT WITHIN A COVERED AND ENCLOSED STRUCTURE, OR UNLESS SUCH VEHICLE(S) ARE SUBSTANTIALLY SCREENED FROM NEIGHBORING VIEWS BY A SIX (6) FOOT HIGH FENCE APPROVED BY THE ARCHITECTURAL COMMITTEE. HOWEVER, GUEST RECREATIONAL

VEHICLES MAY BE OPENLY PARKED ON ANY LOT FOR A TIME PERIOD NOT TO EXCEED TWO WEEKS.

#### 2.4.3 STREET PARKING

NO TRUCKS, TRAILERS, BOATS, RECREATIONAL VEHICLES, UNLICENSED OR UNREGISTERED VEHICLES OF ANY KIND SHALL BE PARKED ON ANY PUBLIC ROADS IN PINION RIDGE IN VIOLATION OF DOUGLAS COUNTY CODE. NO TRUCKS, TRAILERS, BOATS, RECREATIONAL VEHICLES, UNLICENSED OR UNREGISTERED VEHICLES OF ANY KIND SHALL BE PARKED ON ANY PUBLIC ROADS IN PINION RIDGE TEMPORARILY FOR MORE THAN 48 HOURS.

#### 2.4.4 VEHICLE USES

NO MOTORIZED VEHICLE WHICH IS NOT CURRENTLY LICENSED OR REGISTERED FOR USE ON PUBLIC HIGHWAYS EXCEPT TRACTORS AND VEHICLES USED DURING YARD MAINTENANCE SHALL BE DRIVEN ON ANY LOT, ROAD, OR EASEMENT IN PINION RIDGE.

### 2.5 EASEMENTS, SETBACKS, AND RESTRICTED USES

#### 2.5.1 EXISTING EASEMENTS

THE DECLARANT HAS RESERVED EASEMENTS FOR THE PURPOSE OF INSTALLING AND MAINTAINING PUBLIC UTILITY FACILITIES, AND FOR SUCH OTHER PURPOSES INCIDENT TO THE DEVELOPMENT OF EACH LOT IN PINION RIDGE.

#### 2.5.2 STRUCTURES PROHIBITED IN EASEMENT AREAS

WITHIN ANY EASEMENT ON ANY LOT IN PINION RIDGE, NO STRUCTURE OR OTHER IMPROVEMENT SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES.

#### 2.5.3 PEDESTRIAN, DRAINAGE, AND SPECIAL EASEMENTS

LOT 32 CONTAINS A PEDESTRIAN/EQUESTRIAN/NON-MOTORIZED VEHICLE EASEMENT FOR RECREATIONAL ACCESS TO BUREAU OF LAND MANAGEMENT PROPERTY. THE EASEMENT HAS BEEN DEDICATED TO DOUGLAS COUNTY. LOT 39 CONTAINS AN EASEMENT FOR CLUSTER MAIL BOXES AND ALSO AN EASEMENT FOR A PROPOSED PROJECT

IDENTIFICATION MONUMENT. LOT 41 CONTAINS AN EASEMENT FOR THE PROJECT DETENTION POND, INCLUDING ACCESS EASEMENT SHOULD DOUGLAS COUNTY ACCEPT MAINTENANCE RESPONSIBILITY AT SOME FUTURE TIME. LOTS 1, 40, 41, 42 AND 43 CONTAIN DRAINAGE EASEMENTS AS DISPLAYED ON THE RECORDED MAP FOR PINION RIDGE.

#### 2.5.4 GEOTECHNICAL SETBACKS

CERTAIN LOTS WITHIN THE PROJECT, AS IDENTIFIED ON THE RECORDED MAP, CONTAIN RECOMMENDED GEOTECHNICAL SETBACKS THAT SHALL BE OBSERVED THROUGH THE ARCHITECTURAL APPROVAL PROCESS. AS RECOMMENDED IN THE PROJECT GEOTECHNICAL REPORT, NO DWELLINGS (OTHER STRUCTURES ARE PERMISSIBLE) SHALL BE CONSTRUCTED WITHIN THE GEOTECHNICAL SETBACK AREAS.

#### 2.5.5 RESTRICTED USE FOR NATURAL DRAINAGE

LOTS 33, 34, 35, 36, 37, 38 AND 39 CONTAIN RESTRICTED USE AREAS DUE TO NATURAL DRAINAGE WAYS. AS NOTED ON THE RECORDED MAP, ALL DEVELOPMENT, INCLUDING BUILDING, SOLID FENCES, AND GRADING IS PROHIBITED IN THE RESTRICTED USE AREAS.

#### 2.5.6 HILLSIDE LOT DEVELOPMENT

ANY DEVELOPMENT WITHIN THE "HILLSIDE" AREAS OF LOTS 27, 28, AND 29, AS IDENTIFIED ON THE RECORDED MAP, SHALL COMPLY WITH THE HILLSIDE GRADING STANDARDS OF DOUGLAS COUNTY CODE.

#### 2.5.7 EASEMENTS AND ROAD MAINTENANCE

THE EASEMENT AREA OF EACH LOT IN PINION RIDGE AND ALL IMPROVEMENTS ON IT SHALL BE MAINTAINED CONTINUALLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH ANY PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

### 2.6 UTILITIES

#### 2.6.1 UNDERGROUND UTILITIES

ALL UTILITY CONNECTIONS AND SERVICE LINES INSTALLED TO EACH INDIVIDUAL LOT SHALL BE INSTALLED UNDERGROUND, INCLUDING

ELECTRICAL POWER, TELEPHONE, GAS, AND CABLE TV, IN ACCORDANCE WITH ACCEPTED CONSTRUCTION AND UTILITY STANDARDS.

#### 2.6.2 SEPTIC AND WATER

EACH OWNER OF EACH LOT IN PINION RIDGE SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF A RESIDENTIAL WELL AND A DE-NITRIFICATION SEPTIC SYSTEM.

### 2.7 LANDSCAPING AND GROUNDS

#### 2.7.1 TREES ENCOURAGED, TREATMENT OF BRUSHED AREAS

TO THE MAXIMUM EXTENT CONSISTENT WITH SOUND LANDSCAPING PRACTICES, THE PLANTING OF TREES IN LOCATIONS NOT OBSTRUCTING VIEWS FROM ADJACENT LOTS SHALL BE ENCOURAGED. ANY SIGNIFICANT AREAS THAT ARE STRIPPED OF BRUSH ARE TO BE LANDSCAPED, INCLUDING THE 30' FIRE PROTECTION ENVELOPE SURROUNDING THE STRUCTURE AS REQUIRED BY DOUGLAS COUNTY. WEEDS SHALL BE CONTROLLED IN ALL LANDSCAPED AREAS, AND ANY LANDSCAPING THAT DIES SHALL BE REPLACED AS QUICKLY AS POSSIBLE. XERISCAPE AND OTHER FORMS OF LANDSCAPING THAT MINIMIZE WATER USAGE ARE ENCOURAGED.

#### 2.7.2 LANDSCAPE TIME REQUIREMENTS

EVERY OWNER OF EACH LOT IN PINION RIDGE IS REQUIRED TO HAVE COMPLETED FRONT LANDSCAPING WITHIN ONE YEAR FROM THE DATE OF COMPLETION OF RESIDENCE. COMPLETION OF RESIDENCE IS DEFINED TO BE SECURING THE CERTIFICATE OF OCCUPANCY FROM DOUGLAS COUNTY. ALL LANDSCAPING PLANS (INCLUDING FENCING) MUST BE SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO THE START OF CONSTRUCTION.

### 2.8 FENCES

#### 2.8.1 FENCE HEIGHTS

FENCE HEIGHTS SHALL COMPLY WITH DOUGLAS COUNTY CODE. FRONT YARD FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT IF WITHIN THIRTY (30) FEET OF THE FRONT PROPERTY LINE. SIDE AND REAR YARD FENCES SHALL NOT EXCEED SIX (6) FEET IN HEIGHT.

## 2.8.2 TYPES OF FENCING

TO KEEP THE CONTINUITY OF APPEARANCE OF PINION RIDGE NO CHAIN LINK, CYCLONE, CONCERTINA OR BARBED WIRE FENCES ARE ALLOWED. OPAQUE FENCING IS PROHIBITED UNLESS AS AN ARCHITECTURAL ELEMENT THAT IS COMMON TO THE STYLE OF HOME UNDER CONSIDERATION, OR AS A NECESSARY ENCLOSURE. VINYL FENCING IS ENCOURAGED FOR BOTH APPEARANCE AND DURABILITY.

## 2.9 TRASH SANITATION STANDARDS

### 2.9.1 MANDATORY TRASH SERVICE

EACH LOT WITHIN PINION RIDGE HAS A MANDATORY REQUIREMENT FOR WEEKLY TRASH REMOVAL SERVICE.

### 2.9.2 SANITATION STANDARDS

NO GARBAGE, REFUSE, OBNOXIOUS OR OFFENSIVE MATERIALS SHALL BE PERMITTED TO ACCUMULATE ON ANY LOT IN PINION RIDGE, AND THE OWNER OF EACH LOT SHALL CAUSE SUCH MATERIAL TO BE DISPOSED OF WITH MANDATORY TRASH SERVICE, AND OTHER ACCEPTED SANITARY PRACTICES. ALL GARBAGE OR TRASH CONTAINERS AND OTHER SUCH FACILITIES SHALL BE PLACED IN ENCLOSED AREAS SO THAT SUCH CONTAINERS ARE NOT VISIBLE FROM ADJOINING LOTS OR ROADS.

## 2.10 RELOCATION OF BUILDINGS

NO BUILDING OR STRUCTURE SHALL BE RELOCATED FROM ANY OTHER LOCATION ONTO ANY LOT IN PINION RIDGE WITHOUT PRIOR APPROVAL FROM THE DECLARANT. ANY STRUCTURE VIOLATING THIS PROVISION MUST BE REMOVED AT THE SOLE EXPENSE OF THE OWNER OF THE LOT.

## 2.11 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 IN ANY DIRECTION.

## 2.12 DILIGENT PROSECUTION OF CONSTRUCTION

WHEN THE CONSTRUCTION OF ANY STRUCTURE IS COMMENCED UPON ANY LOT IN PINION RIDGE, THE OWNER OR THE CONTRACTOR THEREOF SHALL PROSECUTE, WITH REASONABLE DILIGENCE, THE COMPLETION THEREOF AND SHALL COMPLETE THE CONSTRUCTION WITHIN A NINE (9) MONTH PERIOD FROM THE DATE OF ISSUANCE OF BUILDING PERMIT FROM DOUGLAS COUNTY, FORCE MAJEURE EXCEPTED. THE BUILDER SHALL MAINTAIN A CLEAN AND ORDERLY JOBSITE DURING CONSTRUCTION, AND SHALL ADHERE TO STATE AND DOUGLAS COUNTY STANDARDS FOR DUST CONTROL.

## 2.13 USE OF GUEST HOUSE DURING CONSTRUCTION

A PERMANENT GUEST HOUSE MAY BE CONSTRUCTED AND OCCUPIED BEFORE COMPLETION OF THE MAIN HOME, IF SO APPROVED BY DOUGLAS COUNTY. HOWEVER, CERTIFICATE OF OCCUPANCY FOR THE MAIN HOME MUST BE OBTAINED WITHIN NINE (9) MONTHS OF OBTAINING THE CERTIFICATE OF OCCUPANCY FOR THE GUEST HOUSE.

## 2.14 ANTENNAS

INSTALLATION OF ANY EXTERIOR RADIO OR TELEVISION ANTENNA IS NOT ALLOWED. ANY EXTERIOR SATELLITE TELEVISION DISH THAT EXCEEDS 24" IN DIAMETER IS NOT ALLOWED. NO CLOTHES LINE SHALL BE CONSTRUCTED OR ERECTED WHICH WOULD BE VISIBLE FROM THE STREET OR ADJOINING PROPERTIES.

## 2.15 BARRIERS

NOTHING WHICH CONSTITUTES A BARRIER TO SAFE DRIVING, BY IMPACTING SIGHT DISTANCE, PARTICULARLY AT DRIVEWAYS OR STREET CORNERS OR INTERSECTIONS, MAY BE ERECTED OR ALLOWED TO GROW ON OR ADJACENT TO ANY LOT IN PINION RIDGE. ANY SUCH CONDITION MUST BE ABATED WITHIN FIVE (5) DAYS OF DEMAND, AT THE SOLE EXPENSE OF THE OWNER OF THE OFFENDING LOT.

## 2.16 SIGNS

SIGNS OF ANY KIND SHALL NOT BE DISPLAYED TO THE PUBLIC VIEW ON OR FROM ANY LOT WITHOUT THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. THE COMMITTEE MAY APPROVE PERMANENT IDENTIFICATION SIGNS AND TEMPORARY REALTY SIGNS. THIS RESTRICTION DOES NOT APPLY TO A PERMANENT PROJECT IDENTIFICATION MONUMENT THAT MAY BE CONSTRUCTED BY DECLARANT ON AN EASEMENT ON LOT 39.

## 2.17 ARCHITECTURAL COMMITTEE

### 2.17.1 COMMITTEE MEMBERS

THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF THREE INDIVIDUALS, ALL APPOINTED BY DECLARANT. THE INITIAL MEMBERS SHALL BE JACK WHITE, GREG PAINTER, AND COLLEEN CAMPBELL. ANY VACANCY CAUSED BY DEATH, RESIGNATION, OR INABILITY TO SERVE SHALL BE FILLED BY NOMINATION OF THE DECLARANT. AT THE TIME DECLARANT NO LONGER OWNS ANY LOTS, ALL OWNERS AT PINION RIDGE WILL BE NOTIFIED BY REGISTERED MAIL. IF AT LEAST THREE VOLUNTEERS WHO ARE OWNERS OFFER TO SERVE ON THE COMMITTEE, DECLARANT WILL SELECT THREE REPLACEMENTS. SHOULD ANY OF THE THREE REPLACEMENTS NO LONGER WISH TO OR BE CAPABLE OF SERVING, THE REMAINING TWO MEMBERS WILL SELECT A REPLACEMENT. IF LESS THAN THREE OWNERS AT PINION RIDGE VOLUNTEER TO REPLACE THE COMMITTEE MEMBERS AT THE TIME DECLARANT NO LONGER OWNS ANY LOTS, THEN THERE SHALL NO LONGER BE AN ARCHITECTURAL COMMITTEE, AND DOUGLAS COUNTY CODE AND THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL CONTROL.

### 2.17.2 PURPOSE

IT SHALL BE THE PURPOSE OF THE COMMITTEE TO PROVIDE FOR THE MAINTENANCE OF A HIGH STANDARD OF ARCHITECTURE AND CONSTRUCTION IN SUCH A MANNER AS TO ENHANCE THE AESTHETIC PROPERTIES OF THE DEVELOPMENT. THE COMMITTEE MAY ESTABLISH GUIDELINES, POLICIES AND PROCEDURES THAT FACILITATE ITS PURPOSE PROVIDED THERE IS NO CONFLICT WITH THESE COVENANTS, CONDITIONS, AND RESTRICTIONS.

### 2.17.3 DESIGN

THE DESIGN OF ALL STRUCTURES AND BUILDINGS, INCLUDING HEIGHT, ELEVATIONS, COLOR, TEXTURE, AND OTHER IMPROVEMENTS, SHALL BE SUBJECT TO APPROVAL BY THE ARCHITECTURAL COMMITTEE PRIOR TO OBTAINING A BUILDING PERMIT FROM DOUGLAS COUNTY.

### 2.17.4 PLANS

ALL PLANS SUBMITTED TO THE ARCHITECTURAL COMMITTEE MUST BE INCLUSIVE OF EXTERIOR ELEVATIONS, FLOOR PLAN, AND PLOT PLAN. BUILDING ENVELOPES ON ALL LOTS MUST BE APPROVED BY THE COMMITTEE, AND CONFORM TO RESTRICTIONS DUE TO ALL EASEMENTS AND SETBACKS. ALL PLANS MUST BE SUBMITTED IN DUPLICATE AND ALLOW FOR A FOURTEEN DAY REVIEW PROCESS. WHEN APPROVED, A MEMBER OF THE ARCHITECTURAL COMMITTEE SHALL SIGN BOTH SETS. ONE SET SHALL BE RETURNED TO APPLICANT WHILE THE ARCHITECTURAL COMMITTEE SHALL RETAIN THE OTHER. IF THE ARCHITECTURAL COMMITTEE DOES NOT ACT ON THE SUBMITTED PLANS WITHIN FOURTEEN DAYS, THE PLANS WILL BE DEEMED APPROVED. IT IS RECOMMENDED THAT PRELIMINARY PLANS BE SUBMITTED FOR INITIAL REVIEW AND COMMENT BY THE ARCHITECTURAL COMMITTEE.

### 2.17.5 VARIANCES

THE ARCHITECTURAL COMMITTEE, ON A CASE-BY-CASE BASIS, MAY APPROVE A VARIANCE FOR ANY STANDARD IN THESE COVENANTS, CONDITIONS, AND RESTRICTIONS. ANY SUCH VARIANCE WILL ONLY BE APPROVED IF THE OVERALL DESIGN AND COMPOSITION OF THE SUBJECT PROPERTY AFFECTED BY THE VARIANCE REMAINS AESTHETICALLY PLEASING AND DOES NOT DETRACT FROM THE QUALITY OF PINION RIDGE, AS SOLELY DETERMINED BY THE ARCHITECTURAL COMMITTEE. A VARIANCE GRANTED TO ONE LOT SHALL NOT ENABLE ANY OTHER LOT A SIMILAR VARIANCE.

### 2.17.6 NON-LIABILITY FOR APPROVAL OF PLANS

- a) PLANS AND SPECIFICATIONS ARE NOT REVIEWED OR APPROVED BY THE ARCHITECTURAL COMMITTEE FOR ENGINEERING DESIGN, OR COMPLIANCE WITH ANY STANDARDS OR REQUIREMENTS EXCEPT AS IMPOSED EXCLUSIVELY HEREIN. BY APPROVAL OF SUCH PLANS AND SPECIFICATIONS, NEITHER THE ARCHITECTURAL COMMITTEE, THE MEMBERS THEREOF, NOR DECLARANT ASSUMES LIABILITY OR RESPONSIBILITY



THEREFOR, OR FOR ANY DEFECT, DEFICIENCY OR OMISSION IN ANY IMPROVEMENT CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS.

- b) ANY PERSON SUBMITTING PLANS TO THE ARCHITECTURAL COMMITTEE FOR APPROVAL, BY SO DOING RELEASES AND WAIVES ANY CLAIM AGAINST THE ARCHITECTURAL COMMITTEE, AND DOES AGREE AND COVENANT THAT HE WILL NOT BRING ANY ACTION OR SUIT TO RECOVER DAMAGES AGAINST DECLARANT OR ITS MEMBERS, THE ARCHITECTURAL COMMITTEE OR ITS MEMBERS, OR THEIR CONSULTANTS, ADVISORS, EMPLOYEES, OR AGENTS, FOR MATTERS RELATING TO THE REVIEW, APPROVAL AND/OR DISAPPROVAL OF SAID PLANS.
- c) 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 LOT OR LOTS WITHIN PINION RIDGE, BY REASON OF ANY ACTION, FAILURE TO ACT, APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE ARCHITECTURAL PLANS AND SPECIFICATIONS.

### **SECTION III ANIMALS**

#### **3.1 HOUSEHOLD PETS**

DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND PROVIDED THEY DO NOT BECOME A NUISANCE TO OTHER PROPERTY OWNERS. THERE SHALL BE NO MORE THAN THREE (3) DOGS ON ANY ONE LOT IN PINION RIDGE. REASONABLE EXCEPTIONS TO THIS PROVISION WILL BE ALLOWED FOLLOWING BIRTHS OF LITTERS, PENDING DISPOSITION OF SUCH LITTERS WITHIN TWO MONTHS.

#### **3.2 CONTROL OF HOUSEHOLD PETS**

ALL PETS SHALL BE CONTROLLED AND RESTRAINED SO AS NOT TO RUN AT LARGE OR BECOME A NUISANCE OR ANNOYANCE TO THE OWNERS OF ANY RESIDENCE IN PINION RIDGE.

### 3.3 HORSES AND HORSE-LIKE ANIMALS

HORSES SHALL BE PERMITTED ON LOTS 1 THROUGH 18 (EXCEPTING LOT 4 WHERE HORSES ARE NOT PERMITTED), AND LOTS 40 THROUGH 43. HORSES ARE EXCLUDED ON PORTIONS OF LOTS 8 THROUGH 18 AS DEFINED BY THE ATTACHED MAP, ADDENDUM "A." HORSES ARE NOT PERMITTED ON LOTS 19 THROUGH 39. ALL HORSES SHALL BE KEPT WITHIN A FENCED ENCLOSURE, AND SHALL HAVE A PERMANENT STRUCTURE FOR SHELTER. ALL AREAS USED BY HORSES SHALL BE PROPERLY MAINTAINED, INCLUDING PROVISIONS FOR FLY CONTROL AND MANURE REMOVAL. ALL IMPROVEMENTS SHALL BE AT LEAST ONE HUNDRED FEET (100') FROM ANY FRONT LOT LINE, AND FIFTY FEET (50') FROM ANY SIDE LOT LINE. WHERE SIDE LOT LINES ARE NOT CONTIGUOUS TO OTHER PINION RIDGE LOTS, THERE IS NO REQUIRED SETBACK. IF TWO ADJACENT PINION RIDGE LOT OWNERS ARE IN AGREEMENT THAT THE FIFTY FOOT (50') SIDE LOT LINE SETBACK SHOULD BE REDUCED AT THEIR SHARED PROPERTY LINE, A SIGNED NOTARIZED AGREEMENT PROVIDED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE, AND THEN RECORDED WITH THE COUNTY RECORDER, IS SUFFICIENT TO PERMIT SUCH REDUCTION. ANY PASTURE SHALL BE MAINTAINED BY SEPARATE IRRIGATION WATER RIGHTS OBTAINED AND DEDICATED FOR SUCH PURPOSE. NO MORE THAN FIVE (5) HORSES ARE PERMITTED ON ANY GIVEN LOT. THE ABOVE RESTRICTIONS ALSO APPLY TO THE OTHER HORSE-LIKE ANIMALS ALLOWED PER SECTION 3.4

### 3.4 PROHIBITED ANIMALS

ALL ANIMALS, OTHER THAN COMMON HOUSEHOLD PETS, HORSES, LLAMAS, ALPACAS, BURROS, DONKEYS AND OTHER HORSE-LIKE ANIMALS, ARE PROHIBITED.

## SECTION IV EXCAVATIONS AND DRIVEWAY CULVERTS

### 4.1 EXCAVATIONS

NO EXCAVATION SHALL BE PERMITTED ON ANY LOT IN PINION RIDGE EXCEPT IN CONNECTION WITH GRADING AND PREPARING OF BUILDING SITE, DRIVEWAYS, UTILITY SERVICES, AND LANDSCAPING. IT IS STRONGLY RECOMMENDED THAT HOMES SET ON SIGNIFICANT GRADE BE

DESIGNED WITH CUT AND COMPACTED FILL, OR FOUNDATIONS EXTENDED TO NATIVE SOIL, SO AS TO BLEND THE HOME TO THE GRADE. SUCH DESIGN WILL MINIMIZE BURROWING THAT NECESSITATES RETAINING WALLS.

#### 4.2 DRIVEWAY CULVERTS

EACH OWNER SHALL INSTALL A THIRTY (30) FOOT CULVERT UNDER EVERY DRIVEWAY ENTRANCE OF THE OWNER'S LOT TO ALLOW DRAINAGE WATER TO FLOW ALONG THE ROADSIDE DRAINAGE DITCH. CULVERT INSTALLATION WILL BE COMPLETED TO DOUGLAS COUNTY SPECIFICATIONS PRIOR TO ANY CONSTRUCTION ON THE OWNER'S LOT IN ORDER TO MINIMIZE POTENTIAL DAMAGE TO THE ROAD. FLARED-END SECTIONS WILL BE USED AT EACH END OF EVERY DRIVEWAY CULVERT. ANY ROAD DAMAGE RESULTING FROM CONSTRUCTION ON AN OWNER'S LOT WILL BE REPAIRED TO DOUGLAS COUNTY STANDARDS BY THE OWNER OF THE LOT. SUCH REPAIRS WILL BE COMPLETED WITHIN ONE MONTH OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR THE OWNER'S HOME.

### **SECTION V ENFORCEABILITY**

#### 5.1 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, HIS HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, AND BY THE FUTURE OWNER OR OWNERS OF ANY LOT OR LOTS IN PINION RIDGE.

#### 5.2 VIOLATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

ANY OWNER OR OWNERS OF ANY LOT OR LOTS IN PINION RIDGE MAY INSTITUTE AND PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON, FIRM OR OTHER ENTITY (EXCEPT DECLARANT, THE ARCHITECTURAL COMMITTEE, OR THEIR RESPECTIVE MEMBERS) 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 VIOLATION, TO RECOVER DAMAGES FOR A VIOLATION, OR FOR BOTH SUCH PURPOSES.

### 5.3 FAILURE TO ENFORCE

THE FAILURE OF THE DECLARANT, HIS SUCCESSORS OR ASSIGNS, OR OF ANY OWNER OF ANY LOT IN PINION RIDGE TO ENFORCE ANY OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS HEREIN CONTAINED SHALL NOT BE DEEMED A WAIVER OF A RIGHT TO ENFORCE THEM THEREAFTER.

### 5.4 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 VI BREACHES AND REMEDIES**

### 6.1 MORTGAGE RIGHTS

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 FOR SAID PREMISES, OR ANY PART THEREOF, BUT THESE COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL BE BINDING UPON THE OWNER WHOSE TITLE TO A LOT IN PINION RIDGE IS ACQUIRED UNDER FORECLOSURE, TRUSTEE'S SALE, OR OTHERWISE, AND SHALL BE BINDING UPON THE PARTY SO ACQUIRING TITLE, AS WELL AS UPON ANY TENANT OCCUPYING PINION RIDGE PROPERTY, WHETHER BY WAY OF LEASE, SUFFERANCE, AT-WILL OR UNLAWFUL DETAINER.

## 6.2 REMEDIES

### 6.2.1 LEGAL ACTIONS PERMITTED

IF ANY OWNER OF A LOT IN PINION RIDGE SHALL FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, THE OWNER OF ANY LOT SHALL HAVE FULL POWER AND AUTHORITY TO ENFORCE COMPLIANCE WITH THIS DECLARATION IN ANY MANNER PROVIDED FOR HEREIN AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, BRINGING (a) AN ACTION FOR DAMAGES, (b) AN ACTION TO ENJOIN ANY VIOLATION OR SPECIFICALLY ENFORCE THE PROVISIONS OF THIS DECLARATION, AND (c) AN ACTION TO ENFORCE ANY LIEN PROVIDED FOR HEREIN OR PROVIDED BY LAW.

### 6.2.2 ATTORNEY'S FEES AND COSTS

IN THE EVENT 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.

### 6.2.3 REMEDIES CUMULATIVE

ALL ENFORCEMENT POWERS OF A LOT OWNER SHALL BE CUMULATIVE.

### 6.2.4 CONSENT TO REMEDIES

EACH PERSON WHO ENTERS INTO A PURCHASE AGREEMENT FOR A LOT IN PINION RIDGE, OR WHO ACCEPTS THE CONVEYANCE OF TITLE TO A LOT IN PINION RIDGE, SHALL BE DEEMED TO HAVE AGREED THAT ANY OWNER OF A LOT IN PINION RIDGE SHALL HAVE ALL OF THE RIGHTS, POWERS, AND REMEDIES AS SET FORTH IN THIS DECLARATION.

### 6.2.5 PROPER NOTICE BEFORE INSTITUTING LEGAL PROCEEDINGS

PRIOR TO INSTITUTING LEGAL ACTION, THE INSTITUTING PARTY MUST GIVE NOT LESS THAN SIXTY (60) DAYS WRITTEN NOTICE BY REGISTERED MAIL TO THE VIOLATING PARTY, AND 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 WILL BE TREATED AS THOUGH IT HAD NOT HAPPENED.

6.2.6 FAILURE TO INSTITUTE ACTION

FAILURE, HOWEVER, ON THE PART OF THE DECLARANT, HIS HEIRS, SUCCESSORS, AND ASSIGNS, OR ANY LOT OWNERS TO CLAIM HIS OR THEIR RIGHTS HEREUNDER, OR TO INSTITUTE 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.

6.2.7 NOT A COMMON INTEREST COMMUNITY

NOTHING IN THESE COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL OBLIGATE THE OWNER OF ANY LOT IN PINION RIDGE, BY VIRTUE OF HIS OWNERSHIP OF THAT LOT, TO PAY FOR REAL ESTATE OTHER THAN THE LOT OWNED BY SAID OWNER, AND THE PROVISIONS OF NRS CHAPTER 116, COMMON-INTEREST OWNERSHIP (UNIFORM ACT) SHALL NOT APPLY TO THE PINION RIDGE PROJECT. THERE SHALL BE NO COMMON AREA, AND NO HOMEOWNERS ASSOCIATION IN THE PINION RIDGE PROJECT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS THE DAY AND YEAR FIRST ABOVE WRITTEN.

PINION RIDGE LLC, DECLARANT

BY:



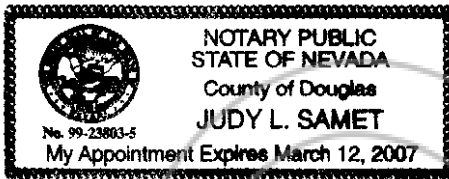
JACK WHITE, PRESIDENT OF  
JACK WHITE CUSTOM HOMES, A  
NEVADA CORPORATION,  
MEMBER/MANAGER OF PINION  
RIDGE LLC

State of Nevada        )  
                                  ) ss.  
County of Douglas     )

On this 5<sup>th</sup> day of August, 2003, before me, the undersigned Notary Public in and for said state, personally appeared Jack White, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, JACK WHITE CUSTOM HOMES, Member/Manager of Pinion Ridge LLC, executed the instrument.

WITNESS my hand and official seal.

Judy L. Samet



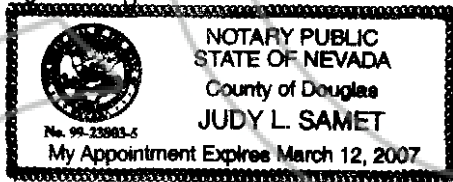
BY: Gregory W Painter  
GREGORY W. PAINTER, MEMBER  
OF PINION PAINTER LLC, A NEVADA  
LIMITED LIABILITY  
COMPANY, MEMBER/MANAGER OF  
PINION RIDGE LLC

State of Nevada        )  
                                  ) ss.  
County of Douglas    )

On this 5<sup>th</sup> day of August, 2003, before me, the undersigned Notary Public in and for said state, personally appeared Gregory Painter, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, PINION PAINTER LLC, Member/Manager of Pinion Ridge LLC, executed the instrument.

WITNESS my hand and official seal.

Judy L. Samet

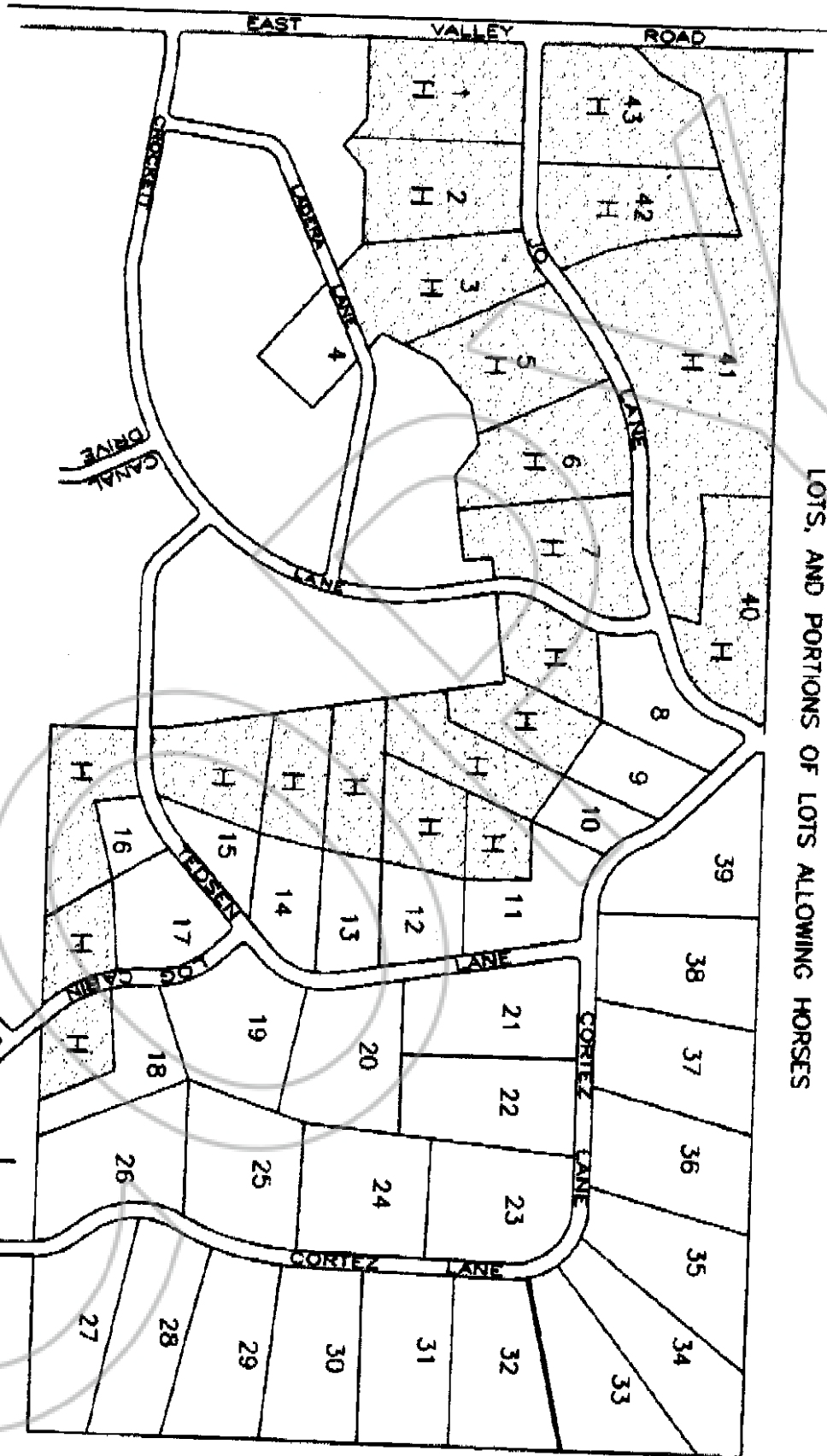




H = LOTS AND PORTIONS OF LOTS WHERE HORSES ARE ALLOWED PER COAR.

# PINION RIDGE

## ADDENDUM "A" LOTS, AND PORTIONS OF LOTS ALLOWING HORSES



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