

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

2003 OCT 20 PM 3: 59

WERNER CHRISTEN
RECORDER

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APN 1320-32-201-003

Recording Requested By:

Stewart Title of Douglas County

1650 N. Lucerne, Ste. 101

Minden, NV 89423

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
(Title of Document) FOR MACKLAND PHASE 3

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.

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MACKLAND
PHASE 3**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS MADE
THIS 17th DAY OF October, 2003, FOR MACKLAND PHASE 3,
DOUGLAS COUNTY, NEVADA, BY KIM POSNIEN, THEIR HEIRS OR ASSIGNS, 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 MACKLAND PHASE 3 AND ALL OF THE LOTS
THEREIN. THE PROGRAM CONTEMPLATES THAT THE COVENANTS, CONDITIONS, AND
RESTRICTIONS SHALL AFFECT EACH LOT IN MACKLAND PHASE 3 AND SHALL RUN WITH
THE LAND, BEING BINDING UPON EACH SUBSEQUENT OWNER WITH EACH
CONVEYANCE OF A LOT OR LOTS IN MACKLAND PHASE 3;

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 MACKLAND PHASE 3 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.

MACKLAND PHASE 3 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 STANDARD
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 MACKLAND PHASE 3.

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 MACKLAND PHASE 3, 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 MACKLAND PHASE 3.

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 MACKLAND PHASE 3 DULY EXECUTED BY THE OWNERS OF RECORD OF NOT LESS THAN A MAJORITY OF THE LOTS IN MACKLAND PHASE 3, 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 JUDGEMENT 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 EACH OF THE LOTS IN MACKLAND PHASE 3 UNTIL THE DECLARANT HAS CONVEYED TITLE TO THE LOT TO A SECOND PARTY.

**SECTION II
ARCHITECTURAL STANDARDS**

2.1 BUILDING LOCATION

2.1.1 BUILDING SETBACK LINES REQUIRED BY COUNTY CODE.

NO BUILDING SHALL BE LOCATED ON ANY LOT IN MACKLAND PHASE 3 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 EASMENTS SHOWN ON THE FINAL PLANS 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 MACKLAND PHASE 3 MAY BE USED FOR ONE, AND ONLY ONE, SINGLE FAMILY RESIDENCE, AND FOR NO OTHER PURPOSE. MOBILE HOMES FACTORY BUILT HOUSING OR MANUFACTURED HOUSING OF ANY KIND ARE NOT PERMISSIBLE ON ANY PARCEL.

2.2.2 NUISANCES PROHIBITED.

NO ACTIVITY WHICH CONSTITUTES OR WHICH COULD COSTITUTE AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD WILL NOT BE PERMITTED ON ANY LOT IN MACKLAND PHASE 3 OR IN ANY STRUCTURE ON ANY SUCH LOT.

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.

2.2.4 BUSINESS USE PROHIBITED.

NO BUSINESS OR PROFESSION SHALL BE CARRIED ON OR CONDUCTED WITHIN ANY LOT IN MACKLAND PHASE 3 OR WITHIN ANY IMPROVEMENT ON ANY LOT IN MACKLAND PHASE 3, WITH THE EXCEPTION OF 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 MACKLAND PHASE 3.

2.2.6 OCCUPANCY PROHIBITED.

NO GARAGE, SHED, TENT, TRAILER, BARN, OR OTHER BUILDING OR STRUCTURE ON ANY LOT IN MACKLAND PHASE 3, EXCEPT GUEST HOUSES AND/OR MOTHER-IN-LAW QUARTERS, SHALL BE USED FOR PERMANENT OR TEMPORARY RESIDENTIAL 2.2.7 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 MACKLAND PHASE 3.

2.2.8 WRECKED AUTOMOBILES OR APPLIANCES.

STORAGE OF WRECKED, JUNKED, UNLICENSED, OR INOPERABLE AUTOMOBILES, APPLIANCES, OR SIMILAR MACHINERY SHALL NOT BE PERMITTED ON ANY LOT IN MACKLAND PHASE 3, EXCEPT IN AN ENCLOSED STRUCTURE.

2.3 RESIDENCE SIZE.

2.3.1 SINGLE STORY RESIDENCES

A RESIDENCE HAVING A HEATED FLOOR AREA OF LESS THAN TWO THOUSAND TWO HUNDRED (2,200) SQUARE FEET, EXCLUSIVE OF PORCHES, PATIOS, TERRACES, AND GARAGE SHALL NOT BE PERMITTED ON ANY LOT EXCEPT LOTS 14 AND 15. THE MINIMUM RESIDENCE SIZE FOR LOTS 14 AND 15 IS TWO THOUSAND (2,000) SQUARE FEET. NO TWO STORY RESIDENCES ARE PERMITTED. A BONUS ROOM IN ATTIC SPACE SHALL BE PERMITTED AS LONG AS THE WINDOW PLACEMENT DOES NOT VIEW INTO NEIGHBORING YARDS. THE BONUS ROOM SHALL NOT BE INCLUDED AS PART OF THE MINIMUM SQUARE FOOTAGE OF THE RESIDENCE. HEIGHT OF THE RESIDENCE IS LIMITED TO TWENTY-NINE (29) FEET FROM THE FINISHED GRADE TO OF THE RIDGE PEAK. THE ARCHITECTURE COMMITTEE ON A CASE-BY- CASE BASIS MAY APPROVE A VARIANCE.

2.3.2 ARCHITECTURAL STANDARDS

15% BRICK, ROCK OR STUCCO ON FRONT ELEVATION, 25 YEAR ROOF, TILE, SHAKE OR COMPOSITION, MINIMUM 6:12 PITCH ROOF, 2 X 8 MINIMUM FACIA OR COMPARABLE, DECORATIVE WINDOWS ON GARAGE DOORS

2.4 AUTOMOBILE AND VEHICLE STORAGE.

2.4.1 COVERED AND ENCLOSED GARAGES.

EVERY RESIDENCE CONSTRUCTED ON ANY LOT IN MACKLAND PHASE 3 SHALL HAVE AT LEAST A THREE (3) CAR GARAGE OR MORE.

2.4.2 TRUCK, TRAILER, RV AND BOAT STORAGE.

NO TRUCKS, TRAILERS, BOATS, RECREATIONAL VEHICLES OR UNLICENSED VEHICLE OF ANY KIND SHALL BE KEPT, STORED OR PARKED ON ANY PORTION OF ANY LOT IN MACKLAND PHASE 3 EXCEPT WITHIN A COVERED AND ENCLOSED STRUCTURE.

2.4.3 STREET PARKING.

THE STREETS KNOWN AS SECOND STREET AND DESERET DRIVE LANE SHALL NOT BE USED FOR THE PERMANENT PARKING OF AUTOMOBILES, TRAILERS, RECREATIONAL VEHICLES, OR ANY UNLICENSED VEHICLE; BUT SHALL REMAIN CLEAR TO ALLOW FLOW OF ACCESS TO ALL PARCELS. VEHICLES THAT ARE IN COMPLIANCE WITH DOUGLAS COUNTY CODE MAY BE PARKED ON A TEMPORARY BASIS.

2.5 EASEMENTS.

2.5.1 EXISTING EASEMENTS.

THE DECLARANT HAS RESERVED, FOR THE PURPOSE OF INSTALLING AND MAINTAINING PUBLIC UTILITY FACILITIES FOR SUCH OTHER PURPOSES INCIDENT TO THE DEVELOPMENT OF EACH LOT IN MACKLAND PHASE 3.

2.5.2 STRUCTURES PROHIBITED IN EASEMENT AREAS.

WITHIN ANY EASEMENT ON ANY LOT IN MACKLAND PHASE 3, 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 EASEMENTS AND ROAD MAINTENANCE.

THE EASEMENT AREA OF EACH LOT IN MACKLAND PHASE 3 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. EACH LOT OWNER IN MACKLAND PHASE 3 SHALL MAINTAIN THE LANDSCAPING PROVIDED ON THE MEDIAN IN FRONT OF THEIR HOME. THE LANDSCAPING SHALL NOT BE ALTERED IN ANY WAY, AND NO LAWN SHALL BE PLANTED OR MAINTAINED IN THIS AREA.

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 SEWER

EACH OWNER OF EACH LOT IN MACKLAND PHASE 3 SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, AND MAINTENANCE OF WATER AND SEWER.

2.7 LANDSCAPING AND GROUNDS.

2.7.1 TREES ENCOURAGED.

TO THE MAXIMUM EXTENT CONSISTENT WITH SOUND LANDSCAPING PRACTICES, THE PLANTING OF TREES IN LOCATIONS NOT OBSTRUCTING VIEWS FROM ADJACENT LOTS SHALL BE ENCOURAGED.

2.7.2 LANDSCAPE TIME REQUIREMENTS.

EVERY OWNER OF EACH LOT IN MACKLAND PHASE 3 IS REQUIRED TO HAVE COMPLETED FRONT LANDSCAPING THAT IS APPROPRIATE TO THE CONTINUITY OF THE DEVELOPMENT WITHIN ONE YEAR FROM THE DATE OF COMPLETION MEANING EITHER OBTAINING CERTIFICATE OF OCCUPANCY FROM DOUGLAS COUNTY OR CLOSE OF ESCROW, WHICHEVER IS LATER. ALL LANDSCAPING PLANS MUST BE SUBMITTED FOR APPROVAL TO 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. SIDE AND REAR FENCES SHALL NOT EXCEED SIX (6) FEET IN HEIGHT.

2.8.1 FENCE ENCOURAGED/DISOURAGED

TO KEEP THE CONTINUITY OF APPEARANCE OF MACKLAND PHASE 3 NO CHAIN LINK OR CYCLONE FENCES ARE ALLOWED.

2.9 TRASH SANITATION STANDARDS

2.9.1 MANDITORY TRASH SERVICE

EACH LOT IN MACKLAND PHASE 3 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 MACKLAND PHASE 3, 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 THEY 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 MACKLAND PHASE 3 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.

2.11.1 STRUCTURES.

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 MACKLAND PHASE 3, 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.

2.13 ANTENNAS.

INSTALLATION OF ANY RADIO ANTENNA IS NOT ALLOWED. ANY TELEVISION DISC 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.

2.14 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 MACKLAND PHASE 3. ANY SUCH CONDITION MUST BE ABATED WITHIN FIVE (5) DAYS OF DEMAND, AT THE SOLE EXPENSE OF THE OWNER OF THE OFFENDING LOT.

2.15 COMMITTEE OR ARCHITECTURE.

2.15.1 COMMITTEE MEMBERS.

THE COMMITTEE OF ARCHITECTURE SHALL INITIALLY BE COMPOSED OF KIM POSNIEN. ANY VACANCY ON SUCH COMMITTEE CAUSED BY DEATH, RESIGNATION, OR INABILITY TO SERVE SHALL BE FILLED BY NOMINATION OF THE DECLARANT. WHEN LAST LOT IS SOLD IN MACKLAND PHASE 3 COMMITTEE MEMBERS TO RESIGN.

2.15.2 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 ASTHETIC PROPERTIES OF THE DEVELOPMENT.

2.15.3 DESIGN.

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

2.15.4 PLANS.

ALL PLANS SUBMITTED TO THE COMMITTEE OF ARCHITECTURE MUST BE INCLUSIVE OF EXTERIOR DESIGN, FLOOR AREA, AND PLOT PLAN. BUILDING ENVELOPES ON ALL LOTS ARE RESTRICTED AND MUST BE APPROVED BY THE COMMITTEE. ALL PLANS MUST BE SUBMITTED IN DUPLICATE AND ALLOW FOR A SEVEN DAY REVIEW PROCESS. PLANS SUBMITTED IN THIS FASHION WILL NOT BE UNREASONABLY WITHELD.

**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 MACKLAND PHASE 3. 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 MACKLAND PHASE 3.

**SECTION IV
EXCAVATION**

4.1 EXCAVATIONS.

NO EXCAVATION SHALL BE PERMITTED ON ANY LOT IN MACKLAND PHASE 3 EXCEPT IN CONNECTION WITH GRADING AND PREPARING OF BUILDING SITE, DRIVEWAYS, UTILITY SERVICES, LANDSCAPING.

**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 MACKLAND PHASE 3.

5.2 VIOLATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

ANY OWNER OR OWNERS OF ANY LOT OR LOTS IN MACKLAND PHASE 3 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 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 MACKLAND PHASE 3 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 LEIN 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 MACKLAND PHASE 3 IS ACQUIRED UNDER FORECLOSURE, TRUSTEE'S SALE, OR OTHERWISE, AND SHALL BE BINDING UPON THE PARTY SO ACQUIRING TITLE.

6.2 REMEDIES.

6.2.1 LEGAL ACTIONS PERMITTED.

IF ANY OWNER OF A LOT IN MACKLAND PHASE 3 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 LEIN 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 MACKLAND PHASE 3, OR WHO ACCEPTS THE CONVEYANCE OF TITLE TO A LOT IN MACKLAND PHASE 3, SHALL BE DEEMED TO HAVE AGREED THAT ANY OWNER OF A LOT IN MACKLAND PHASE 3 SHALL HAVE ALL OF THE RIGHTS, POWERS, AND REMEDIES AS SET FORTH IN THIS DECLARATION.

6.2.5 LITIGATION FOR BREACH OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

IT SHALL BE LAWFUL, NOT ONLY FOR THE DECLARANT, HIS HEIRS, SUCESSORS, AND ASSIGNS, BUT ALSO FOR THE OWNER OR OWNERS OF ANY LOT OR LOTS IN MACKLAND PHASE 3, WHO HAVE DERIVED OR SHALL HEREINAFTER DERIVE TITLE FROM OR THROUGH THE DECLARANT, TO INSTITUTE AND PROSECUTE LEGAL PROCEEDINGS AGAINST ANY PERSON OR PERSONS VIOLATING OR THREATNING TO VIOLATE THESE COVENANTS, CONDITIONS, AND RESTRICTIONS.

6.2.6 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.

6.2.7 FAILURE TO INSTITUTE ACTION.

FAILURE, HOWEVER, ON THE PART OF THE DECLARANT, HIS HEIRS, SUCESSORS, 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.

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

KIM POSNIEN, DECLARANT

BY: [Signature]
KIM POSNIEN

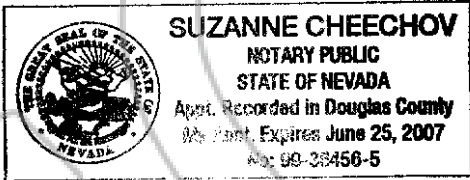
STATE OF NV

COUNTY OF Douglas

ON THIS 17th DAY OF October IN THE YEAR 2003 BEFORE ME
Suzanne Cheechov NOTARY PERSONAL

APPEARED Kim Posnien - PERSONALLY KNOW TO ME OR PROVED TO ME THE BASIS OF SATISFACTORY EVIDENCE TO BE PERSON (S) WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED THAT HE/SHE EXECUTED.

KIM POSNIEN
NOTARY SIGNATURE [Signature]
MY COMMISSION EXPIRES 6/25/2007



Situate in the County of Douglas, State of Nevada, described as follows:

Lots 1 through and including Lot 3 in Block A; Lots 4 through and including Lot 6 in Block B; Lots 7 through and including Lot 10 in Block C and Lots 11 through and including Lot 15 in Block D, as set forth on Final Subdivision Map LDA 02-059 for MACKLAND UNIT 3, filed for record in the Office of the County Recorder of Douglas County on October 13, 2003 in Book 1003, Page 5813, as file No. 593255.

A.P.N. 1320-32-201-003



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