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Patrick Martin
IN OFFICIAL RECORDS OF
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2004 MAR -9 AM 9:54

WERNER CHRISTEN
RECORDER

\$ 47.00 PAID *kg* DEPUTY

APN # 1418-34-310 -001	Abittan
# 1418-34-310 -002	Burgarello
# 1418-34-310 -003	Johnson
# 1418-34-310 -004	Frank
# 1418-34-310 -005	Pendleton
# 1418-34-310 -006	Bork
# 1418-34-310 -007	Weiner
# 1418-34-310 -008	Reder
# 1418-34-310 -009	Zundel
# 1418-34-310 -010	Elges
# 1418-34-310 -011	Scoggin
# 1418-34-310 -012	CommonArea

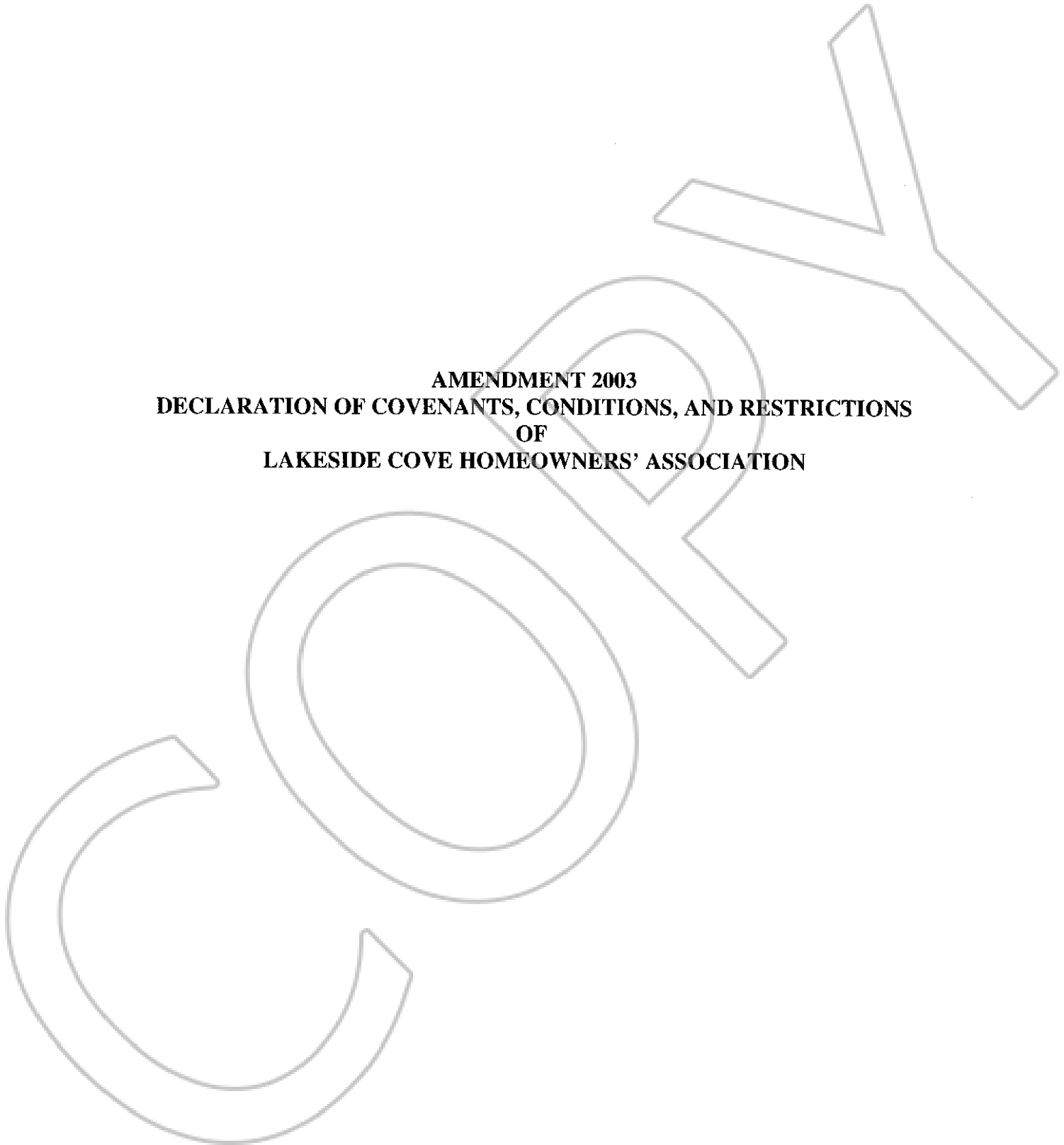
**AMENDMENT 2003
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION**

ADDRESS OF ASSOCIATION: ✓ Secretary Lakeside Cove Homeowners' Association 2622 Wellington North Carson City, Nevada 89703	RECORDING REQUESTED BY: Law Office Patrick James Martin Chartered 115 Ridge Street Reno, NV 89501-1937
MAIL TAX STATEMENTS TO: Individual Owners Of Record who own their individual lots Plus 1/11th interest in 1418-34-310-012 (Common Area)	UPON RECORDING RETURN TO: Law Office Patrick James Martin Chartered 115 Ridge Street Reno, NV 89501-1937

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**AMENDMENT 2003
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION**



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DECLARATION OF COVENANTS,
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OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION**

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AMENDMENT 2003

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION**

This Declaration is made and entered into by LAKESIDE COVE LIMITED PARTNERSHIP, Nevada limited partnership (hereinafter "Declarant"), as owner of the LAKESIDE COVE RESORT, a planned unit development as more fully described in the Final Map recorded on the 28th day of June, 1993, in the Official Records of the Douglas County Recorder's Office as Document No. 311003, Tract No. _____, a copy of which is attached hereto and made a part of as Exhibit "A" and hereinafter referred to as "Subject Property".

This Declaration is an amendment ("Amendment 2003") of that Declaration made and entered into on the 30th day of June, 1993 which is Document No. 311798, in Book 0793, at Page 0921, recorded on July 7, 1993 in Official Records, Douglas County, Nevada.

NOW, THEREFORE, the Declarant hereby declares the Subject Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the limitations, covenants, conditions and restrictions set forth herein for the benefit and protection of the Subject Property and the units located and to be located thereon and to create mutual equitable servitudes upon each of said units in favor of each and all other units therein, to create reciprocal rights between all persons acquiring or owning an interest in said units, including the Declarant and its grantees, heirs, devisees, successors and assigns. This Declaration shall be deemed to run with the land and any portion thereof or any interest therein and to be a burden and benefit for all such persons, including the Declarant. The Lakeside Cove Project and the Subject Property shall be governed by the terms, conditions, provisions, restrictions and limitations set forth in this Declaration unless county code or state law is more restrictive and, in such case, it will apply.

ARTICLE I

DEFINITIONS

Certain of the terms as used in this Declaration are defined and shall have meaning as follows, unless the context clearly indicates a different meaning:

(a) Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

(b) Project. "Project" means the premises described in Exhibit "A" hereto, including the land, all buildings and other improvements and structures now or hereafter thereon, all easements, rights and appurtenances belonging thereto.

(c) Unit. "Unit" means a part of the Project intended for independent ownership, including the real property depicted as Lots 1 through 11 as set forth on the Final Map, together with all improvements, buildings and fixtures located thereon.

(d) Common Area. "Common area" means all that portion of the Project which is not located within any unit and is designated as Common Area on the Final Map.

(e) Final Map. "Final Map" means the recorded Final Map for the Lakeside Cove Resort, a planned unit community, a copy of which is attached hereto as Exhibit "A".

(f) Lakeside Cove Homeowners' Association. "Lakeside Cove Homeowners' Association" or "Association" means the Lakeside Cove Homeowners' Association, a non-profit corporation incorporated pursuant to the laws of the State of Nevada.

(g) Owner. "Owner" means any person or persons or other entity owning a unit in the project.

(h) Member. "Member" shall mean and refer to every person or entity who holds membership in the Association by virtue of being an owner of one or more of the units.

(i) Limited Common Area. "Limited Common Area" includes portions of the Project located within the boundaries of the units or lots as shown on the Final Map in which the Association has duties, responsibilities or obligations with respect to the operation, repair or maintenance thereof as set forth in this Declaration.

ARTICLE II

DESCRIPTION OF LAND AND IMPROVEMENTS

(a) Each individual unit within the Project which shall be offered for transfer or sale shall consist of a fee simple interest in a particular unit, together with a 1/11th interest as a tenant in common, in the Common area, as more particularly defined and shown on the Final Map. The boundaries of each unit are the areas as defined as Lots 1 through 11 on the Final Map. The units include all existing buildings, improvements and fixtures located or to be located within the boundaries of the lots.

(b) The Common Area includes, but is not limited to, all the improvements, utilities, streets, driveways, pipes, conduits and other utility facilities located within the Common Area shown on the Final Map up to the boundary of the lots as depicted on the Final Map.

(c) The Limited Common Area shall consist of the paved driveways and parking

areas currently existing or hereinafter constructed within the boundaries of the lots as shown on the Final Map, and all water lines, sewer lines and underground electrical service on the exterior side of the foundations of the structures currently existing from the foundation to the boundary of each lot.

ARTICLE III

MEMBERSHIP

(a) Membership. Ownership of a unit in the Project shall entitle the record owner thereof to one membership in the Association irrespective of the number of persons or entities that comprise the ownership of said unit (i.e., only one membership per unit for a total of eleven (11) members). Membership does not include persons or entities who hold an interest in a unit as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of any unit. Ownership of a unit shall be the sole qualification for membership.

(b) Transfer. The membership held by an owner of a unit shall not be transferred, unpledged or alienated in any way, except in connection with and upon the sale or encumbrance of a unit, and then only to the purchaser or secured party of such a unit.

ARTICLE IV

VOTING RIGHTS

Each unit shall be represented in the Association by one (1) vote which shall be cast by the respective owner or owners thereof.

ARTICLE V

RIGHTS IN THE COMMON AREAS

(a) Percentage of Undivided Interest in Common Areas. The undivided interest in the Common Areas hereby established and which shall be conveyed with each respective unit shall be 1/11th undivided interest.

These undivided interests are hereby established and are to be conveyed with the respective units as indicated above, and Declarant, its successors and assigns and grantees covenant and agree that said undivided interests in the Common Areas and the fee titles to the respective units conveyed therewith, shall not be separated or separately conveyed, and that each undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

(b) Member's Easements of Enjoyment. Every member shall have a right and easement

of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to each unit, subject only to the following provisions:

(i) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas, including, without limitation, the right of the Association to assign parking spaces which are located within the Common Area.

(ii) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities thereon.

(iii) The right of the Association to suspend the voting rights of a member for any period of time during which any assessment against his unit remains unpaid and delinquent; provided, however, that any such suspension of voting rights, except for failure to pay assessments, shall be made only by the Board of Directors of the Association after notice and hearing.

(c) Delegation of Use. Any member may delegate, in accordance with the Bylaws and Rules and Regulations as established by the Association, his right of enjoyment to the Common Areas and facilities to his guests, invitees, tenants, or members of his family.

(d) Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association nor release the unit owned by him from the liens and charges thereof by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his unit.

(e) Additional Provisions Relating to Common Areas. The Declarant, its successors and assigns, and all future owners of the units, by acceptance of their respective deeds, covenant and agree as follows:

(i) That the Common Areas shall remain undivided; and no owner shall bring any action for partition thereof, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the Project.

(ii) In the event the improved part of the Project is partially or totally destroyed, and then rebuilt, the owners of units agree that minor encroachments on parts of the Common Areas due to construction shall be permitted and that valid easements for said encroachments and the maintenance thereof shall exist.

(iii) That a non-exclusive easement for ingress, egress, and support through the Common Areas is appurtenant to each unit and the common areas are subject to such easements.

(iv) That the Association shall have the responsibility to manage and maintain all of the Common Areas and the Limited Common Areas within the Project, and such maintenance shall be of a high quality so as to keep the entire Project in a good state of repair.

ARTICLE VI

DUTIES AND POWERS OF THE ASSOCIATION

(a) **Annual Meeting.** An annual meeting of the owners of the units shall be held during April or May each year. The secretary of the Association shall give notice in writing of each annual meeting at least thirty (30) days prior thereto. Special meetings may be called as provided herein. (AMENDMENT 2003)

(b) **Elections.** There shall be a three (3) member Board of Directors. At the initial meeting, two (2) members will be elected for a two-year term, and one (1) member will be elected for a one-year term. Thereafter, each term shall be for two (2) years. At each annual meeting, the members shall elect for a term of two years the number of Directors whose terms expire at said annual meeting. All members of the Board of Directors shall be owners of the units in the Project.

Vacancies on the Board of Directors shall be filled by vote of the majority of the remaining Directors, and each person so appointed shall be a Director until a successor is elected at the next annual meeting of the Association

The Board of Directors shall elect a president, vice president and secretary/treasurer of the Association. The general powers and duties of the Board shall be as hereinafter set forth and as further defined by the Bylaws of the Association; provided, however, that this Declaration may not be amended directly or indirectly by any Bylaw or regulation.

(c) (i) **General Authority.** The Board shall have authority to conduct all business affairs of common interest to the owners. The powers of the Board shall include, but shall not be limited to, authority to: collect the monthly maintenance charges and assessments from the owners; contract, for periods not to exceed one (1) year except with the approval of a majority of the members, for utilities, repairs, janitor, gardening, trash and garbage removal, legal and accounting services, management services and such other services and expenses as shall be reasonably required for the maintenance of the Common Areas; purchase and pay for insurance as hereinafter provided; purchase and pay for fidelity bonds for its officers and employees which shall be required in a sum not less than \$50,000 per covered officer or employee, purchase and pay for necessary supplies and personal property for the Common Areas; pay taxes and special assessments which are or would become a lien on the Common Areas if for any reason the units and Common Areas are separately assessed; establish a capital reserve for replacements for the various improvements and facilities within the Common Areas.

(ii) The members of the Board shall not be liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration, the Articles or Bylaws. The liability of any owner arising out of any contract made by the Board shall be limited to the proportion of the

total liability thereunder as his interest in the Common Area bears to the interest of all the owners in the Common Area. The provisions of this paragraph do not apply to and shall not preclude claims for property damage and bodily injury by owners against the Board or any other insured covered by the liability insurance required by this Declaration.

(iii) Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The Tahoe Regional Planning Agency ("TRPA") shall have the right to enforce all provisions of this Declaration to the extent that the Declaration relates to the subdivision approval or the TRPA and the Tahoe Regional Plan and Code. Any amendment or modification of this Declaration which affects the TRPA approval, Regional Plan or Code shall require the review and approval of the TRPA.

In the event that the Board is notified of a violation of this Declaration, the Board shall notify the owner of the unit in which the violation is or has occurred and shall order him to comply with the provisions of this Declaration, the rules or Bylaws adopted by the Association. If the violator is a guest or a lessee of the owner, the owner shall nonetheless be responsible for the conduct of the lessee or guest and the owner shall be the one to whom the notice of the violation and demand to comply shall be directed. It shall be the owner's responsibility to correct the violation and to cease and desist from further violations.

If, after service of the first notice of the violation and demand to comply, the violation continues, a second notice of violation, together with a notice of hearing on a time and date certain, shall be served upon the owner. At such hearing, the owner so noticed shall appear to then and there show cause why a fine should not be levied against him or the services provided by the Association, including, but not limited to, garbage, utilities, and snow removal, should not be terminated for continued violation. Failure of the owner to appear, after proper service of notice, at the hearing shall be deemed an admission by the owner of the violation. The Board has the right and authority to assess a special assessment against the violating owner after the hearing has been conducted.

(d) Contracts. The Board's power shall be limited in that it shall have no authority to acquire and pay for out of common expenses, capital additions and improvements or structural alterations having a cost in excess of \$5,000, unless such action has been approved by a majority of the members of the Association. All contracts obligating the Association in excess of twelve (12) months shall not be entered into without prior approval of a majority of the Association.

(e) Quorum. At all meetings of the members, six members in person or in proxy shall constitute a quorum. Except as otherwise provided herein, if there is a quorum present, the vote of a majority of the members present either in person or by proxy shall be sufficient for the passage of any motion or the adoption of any resolution at a meeting of the members of the Association. All proxies must be in writing and presented at the beginning of any meeting.

(f) Special Meetings. Special meetings may be called by the Board or by any three (3) owners which desire to meet, by written notice signed by the Secretary on behalf of the Board or at least three (3) owners requesting the meeting and sent by them to the owners at least ten (10) days before the meeting. Notice of all meetings shall specify the place, date and hour of the meeting and, in the case of a special meeting, the general nature of the business to be transacted.

(g) Default Under Deed of Trust. In the event of a default by any owner in the payments due upon a promissory note secured by deed of trust on his individual unit, the beneficiary of said deed of trust shall have the right, upon giving written notice to the defaulting owner, and placing on record a notice of default, to exercise the vote of such owner at any regular or special meeting of the owners held during such time as the default may continue. When the beneficiary of such deed of trust shall have complied with the terms of this paragraph, upon his written request, the Board shall notify him of all meetings, so long as such default remains.

(h) Audit. If requested in writing by three (3) or more unit owners, the Board of Directors shall have prepared an annual audit of the account or accounts of the management of the Association. A copy of such audit will be delivered to each owner within ninety (90) days of the close of each fiscal year.

(i) Collections. The Board of Directors may delegate to a bank or other qualified financial or accounting firm the authority for collection of maintenance charges and assessments, the disbursement thereof, and the preparation of said annual financial statements; provided, however that all vouchers and authorizing the payment of expenses from any such maintenance funds shall be signed by not less than two (2) members of the Board of Directors.

(j) Documentation. Any action to be taken by the Board of Directors as required herein which must be evidenced by a written document shall be executed by the President and one (1) other member of the Board of Directors.

(k) Acquisition of Personal Property. The Board may acquire and hold, for the benefit of the owners, tangible and intangible personal property. Title to said personal property shall be taken in the name of the Association.

(l) General Maintenance. The Association shall have the duty and power to maintain and otherwise manage all of the Common Areas and Limited Common Areas and all of the facilities and improvements located thereon, including utility facilities and improvements located on or passing through the Common Areas and other non-utility services provided to the Project, including refuse collection, fire extinguishers, gardening and janitorial services. The Association shall further provide for the regular sweeping of drives and parking areas and snow removal thereon. The Association's maintenance of The Common Area facilities included without limitation, the drainage facilities within the Project, shall be in accordance with the Best Management Practices established by the Tahoe Regional Planning Agency.

(m) Owner Maintenance. It shall be the obligation of each unit owner to maintain, repair, and replace, if required, at his own expense, the interior and exterior of all buildings, improvements, utility facilities, windows, decks, lighting and electrical appliances and

equipment located on the unit. Exceptions from the provisions of this section shall be any maintenance, repair or replacement that was required as the result of a malfunction originating from within the Common Area. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Area or property improvements located thereon which have been damaged by said owner. Owner shall be required to provide exterior maintenance of all buildings and structures of each unit, including paint, stain, roofs, gutters, exterior building surfaces, windows, and landscaping within the unit. If an owner shall fail to maintain or make repairs or replacements which are the responsibility of such owner as provided herein, then, by a vote of the majority of the Board and after not less than thirty (30) days' notice to the owner, the Association shall have the right, but not the obligation, to enter the unit and provide such maintenance, repairs or replacements and the cost thereof shall be added to the assessments chargeable to such unit and shall be payable to the Association by the owner of the unit.

(n) Right of Entry. Owner hereby grants the right of entry to the management, agent or such other person authorized by the Board in the case of any emergency originating in or threatening his unit whether the owner is present at the time or not. Similarly, an owner shall permit other owners, the Association or the representatives when so required to enter his unit for the purpose of performing installation, alterations or repairs to the interior or the exterior mechanical, plumbing, electrical or exterior painting and surfacing, provided that requests for entry are made in advance and that such entry is at the time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

ARTICLE VII

COMMON EXPENSES

(a) Each unit owner shall be responsible for payment of one/eleventh (1/11) of the Common Area expenses. In addition to the payment of the fraction of the Common Area expenses, each owner of a unit shall pay an additional assessment in a reasonable amount to be determined by the Board to be placed in a capital reserve account. The capital reserve funds shall be used in the discretion of the Board for the replacement, refurbishment or major repair of the various improvements and facilities within the Common Area and the Limited Common Area. Each owner shall make an initial contribution in the amount of \$500.00 to the capital reserve account.

(b) The fiscal year of the Association shall be the twelve (12) month period running from July 1 to June 30. (AMENDED 2003)

(c) On or prior to May 30 of each year, the Board shall estimate the common expenses to be required during the twelve month period commencing with the following July 1 (including a reasonable provision as a reserve for contingencies and replacements, plus any surplus or deficiencies in the common expense fund for the fiscal year just ended). A statement of said estimated common expenses shall be conveyed to each homeowner by letter, and considered approved unless more than fifty percent (50%) of the owners formally express disapproval in writing. In the event of disapproval of a common expense budget, a special

meeting shall be called for discussion of budget revisions by the Board which were subject to review and approval by a majority of the Association. The Board has the authority to increase the budget by an amount not to exceed twelve percent (12%) of the previous year's budget without a vote of the members of the Association. Any increase above twelve percent (12%) annually must be approved by the vote of the owners of the Association. **Common expenses shall be assessed to the owners as of the following July 1. An owner's annual proportionate share of the Common Area expenses shall be paid monthly or in such other period established by the Board.**

The failure of the Board to fix the assessments for any twelve (12) month period prior to the commencement thereof shall not be deemed a waiver or modification in any respect of the provisions hereof, or a release of the owners from obligation to pay assessments. In that regard, assessments from a previous year shall continue until a new assessment is established. **(AMENDMENT 2003)**

(d) Each owner shall pay all common expenses assessed against him and all other assessments made against him by the Board in accordance with the terms of this Declaration. Each assessment shall be separate, distinct and a personal debt and obligation of the owner against whom the same are assessed. The amount of any assessment, whether regular or special, assessed to any owner of any unit which is not paid within thirty (30) days of the date it is due shall accrue a ten percent (10%) late penalty and shall bear interest at the rate of ten percent (10%) per annum, and, in addition, shall include accrued costs and reasonable attorney's fees of collection and shall become a lien upon such unit and be enforceable in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

In the event of any default in the payment of assessments, the Board shall have the right to undertake collection, enforcement and foreclosure proceedings in accordance with the terms and provisions of Chapter 116 of the Nevada Revised Statutes

ARTICLE VIII

UTILITIES

(a) The Association shall be responsible for the operation, maintenance and payment of all fees, costs and expenses for the sewer, water, garbage removal, snow removal, electrical within the Common Area, sewerlines within the Common Area and the Limited Common Area and water lines within the Common Area and the Limited Common Area.

(b) Owners of the respective units will be responsible for the payment of the following utilities, including all repairs and maintenance within the unit: electrical, telephone, CATV, gas, and oil.

ARTICLE IX

INSURANCE

(a) **Association Insurance.** The Association shall obtain and maintain insurance for liability, fire and property damage for all the Common Area. All costs associated with such insurance shall be part of the Common Area expenses to be paid proportionately by each unit owner. Unless otherwise agreed by a majority of the unit owners, the Association shall maintain a sufficient amount of fire insurance to insure replacement of all structures within the Common Area. The Association shall maintain a general liability policy in the minimum amount of \$1,000,000 with an additional \$2,000,000 umbrella. (AMENDMENT 2003)

(b) **Owner Insurance.** Each unit owner shall be responsible for his or her own personal property insurance for all personal property located on or within the structures of any unit, as well as his or her own fire and property insurance (i.e. homeowner's insurance). (AMENDMENT 2003)

ARTICLE X

USE RESTRICTIONS

The use of the Project and each unit therein and the Common Areas are subject to the following restrictions:

(a) **Residential Use.** The Project and the units shall be used only for residential purposes. Owners of the units may rent a unit for residential purposes; provided, however, that no unit will be used, rented or occupied, by more than ten (10) people, including adults and children, or the number of permanent beds existing within the structure on the particular unit, whichever is less.

(b) **Business Use Prohibited.** No part of the Project, including the units, shall be used or caused to be used, directly or indirectly, for any business, commercial, manufacturing, storage, vending or other non-residential purposes.

(c) **Children.** Each owner shall be accountable to the remaining owners, their families, visitors, guests, and invitees for the conduct and behavior of their children and visiting children temporarily residing in or visiting any unit.

(d) **Pets.** The Board of Directors may adopt reasonable rules and regulations relating to pets within the Project, including the prohibition of certain pets. If the Board of Directors authorizes pets, any owner is absolutely liable to each and all remaining owners and their

families, guests and invitees for any damage to personal property caused by pets brought on or kept upon the Project by an owner or by members of the owner's family, guests or invitees.

(e) Offensive Activities. No owner shall permit anything to be done or kept in his unit or in the Common Areas which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other owners, their families, guests or invitees nor annoy them by unreasonable noises nor which will in any way interfere with the quiet enjoyment of each of the owners of the respective units, nor will any owner permit or commit any nuisance, obnoxious or offensive activity or any immoral or illegal act to be committed thereon. Each owner shall comply with all requirements of the local and State Board of Health and with all other governmental authorities with respect to occupancy and use of the Project.

(f) Owner Liability. Each owner shall be liable to the Association for any damage to the Common Areas or any equipment thereon which may be sustained by reason of the negligence of said owner, his family, guests or invitees to the extent that such damage is not covered by Association insurance.

(g) Use of Parking Area. The parking areas are intended for the parking of vehicles and not for any type of living or recreational activities. The Association shall designate areas within the Common Area for Common Area parking which shall be used for parking of passenger vehicles only. Parking of any recreational vehicles is prohibited in the common parking areas. The Association shall also designate unit parking areas adjacent to, in, on or in the proximity of each unit for the parking of passenger and recreational vehicles for each particular unit. The Association may also designate certain parking areas within the Common Areas as storage parking areas to be utilized for the longer term storage of passenger and/or recreational vehicles. All parking within the Project will be allowed only on paved areas.

(h) Trash. All rubbish, trash and garbage shall be regularly removed from the units to designated collection points and shall not be allowed to accumulate in or on any unit.

(i) Snow and Ice. Snow and ice shall be removed without the use of soluble toxic materials.

(j) Rules and Regulations of the Board. The Board may, from time to time, adopt reasonable rules and regulations relating to the use of the Common Areas and for the benefit of the Project.

ARTICLE XI

ARCHITECTURAL CONTROL

(a) Architectural Control Committee. The Board of Directors shall serve as the Architectural Control Committee.

(b) Authority of the Architectural Control Committee. No owner shall make any change, modification, alteration, improvement or repair to the exterior portion of any unit,

including, without limitation, painting which changes the color of the unit, landscaping, fencing or other exterior modifications, without obtaining the written approval of the Architectural Control Committee. Prior to undertaking any exterior modifications, changes of improvements, the owner shall submit a copy of the plans, including a schedule of materials and colors to be utilized in the improvement or alterations to the Architectural Control Committee. The Architectural Control Committee shall act to approve, deny, or modify the proposed improvement or alteration within 30 days from the date that it was submitted to the Committee. Notification is to be made in writing to the home owner, and a copy of the letter is to be sent all home owners for their information. Any decision of the Architectural Control Committee may be appealed by the owner to the full membership of the Association which may over-rule the determination of the Architectural Control Committee by a majority vote.

(c) **Conflict.** Should any member of the Architectural Control Committee be presenting an improvement and/or alteration plan for his/her own unit to the Architectural Control Committee, he/she is to refrain from voting on his/her own submitted plan. The remaining members of the Architectural Control Committee shall select one of the officers who is not on the Architectural Control Committee to serve on the committee to consider that request.

(d) **Common Area Changes.** Changes to the Common Area are to be presented in writing to and approved by the Architectural Control Committee. If approved, written notification of said changes shall be made by the Architectural Control Committee to all owners, and a date shall be established for a vote of all homeowners.

(e) **TRPA Compliance.** All changes made to the exterior portions of any unit or to the Common Area must be within TRPA compliance. (AMENDMENT 2003)

ARTICLE XII

AMENDMENTS

This Declaration may be modified or amended by a vote of seven (7) of the owners of units in the Project. The Amendment shall be in writing and executed by at least seven (7) of the owners of units and shall be effective upon recordation of the Amended Declaration in the office of the Recorder of Douglas County.

ARTICLE XIII

MORTGAGEE PROTECTION; RIGHTS OF FIRST MORTGAGES

Notwithstanding contrary or conflicting provisions contained in other articles of this Declaration:

(a) The first mortgage or beneficiary under a deed of trust (hereinafter "First

Mortgagee”) on any unit may, by written notice to the Association, request written notice of any default by the mortgagor of such unit in the performance of such mortgagor’s obligations under this Declaration, the Articles and the Bylaws which is not cured within sixty (60) days of receipt of written notice of default. The First Mortgagee, upon request, shall be entitled to a copy of the Annual Audit obtained by the Association.

(b) Any first mortgagee who obtains title to a unit pursuant to the remedies provided for in the mortgage, deed of trust, or foreclosure thereof shall be exempt from any existing right of first refusal of any party as to the purchase of such unit from the mortgagor thereof. Any lien for assessment as provided herein shall be subordinate to the lien of a First Mortgagee if the First Mortgagee’s lien was recorded prior to the recordation of the Assessment lien.

(c) Any first mortgage who obtains title to a unit pursuant to the remedies provided in the mortgage or deed of trust shall not be liable for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such mortgage acquires title to the unit.

(d) No provision of this Declaration shall be deemed to give any Owner, or any party, priority over any rights of first mortgages of units pursuant to their mortgages or deeds of trust in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or Common Area.

(e) Any agreement for professional management of the Project must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three (3) years.

(f) No breach of any provision of this Declaration nor the enforcement of any assessment lien as provided herein shall defeat or render invalid the lien of any first mortgagee made in good faith and for value, that all other provisions shall be binding upon and shall be effective against any owner whose title is derived through foreclosure or trustee’s sale.

(g) It shall be the duty of each owner whose unit is encumbered by a first mortgage or deed of trust to notify the Association through its Secretary of the name and address of such mortgage or beneficiary, and the Association shall maintain record of such encumbrance.

ARTICLE XIV

RIGHT OF FIRST REFUSAL

The Association and the members of the Association shall have the right of first refusal for the sale of any unit within the Project. This right of first refusal shall not apply to any transfer or conveyance to a spouse or child or by will to the heirs, devisees or beneficiaries of any unit owner.

The right of first refusal shall be exercised as follows:

In the event that any owner receives a bona fide offer to purchase his unit on terms and conditions acceptable to the owner, then said owner shall submit said offer in writing to the Board. The Board shall distribute that offer to all members of the Association. The Board or any member of the Association shall have the right within ten (10) days of receipt by the Board of notice of the written offer to agree to acquire the property on the same terms and conditions as set forth in the written proposal. In the event that neither the Board nor any member of the Association exercises his right of first refusal within said ten-day period, then the unit may be sold by the unit owner to the third party in accordance with the terms and conditions set forth in the third party offer. The owner shall retain the right to sell on the terms and conditions set forth in said third party offer for a period of six (6) months after the submission of the offer to the Board unless the third party buyer under the proposed offer changes, in which event, the offer shall be resubmitted to the Board and the Board and members shall have renewed right of first refusal on the same terms and conditions set forth above. **In the event that more than one (1) member wishes to exercise the right of first refusal granted hereunder, then said members shall submit sealed bids in an amount equal to or greater than the bona fide offer and with equal or better terms or conditions. Owner shall accept the overall best offer.**
(AMENDMENT 2003)

ARTICLE XV

EXECUTION AND EFFECTIVE DATE

Amendment 2003 was approved by Lakeside Cove Homeowners' Association at its duly noticed meeting on June 3, 2003, and it is made effective as of June 3, 2003.
(AMENDMENT 2003)

IN WITNESS WHEREOF, this Declaration is executed.

DATE: 24 June 2003

LAKESIDE COVE LIMITED PARTNERSHIP,
A Nevada Limited Partnership,

By: LAKESIDE COVE, INC.
General Partner

By: Rick Weiner
President, RICK WEINER

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On June 24, 2003, before me, MERIAM L. DANCEL,
Notary Public, personally appeared RICK WEINER,
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 the same in his authorized capacity, and that by his signature on the
instrument the person or the entity on behalf of which the person acted, executed the
instrument.

Witness my hand and official seal

Meriam L. Dancel
NOTARY PUBLIC



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AMENDMENT 2003

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION
CABIN A**

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned
as Owner(s) of a unit of LAKESIDE COVE, has executed this Declaration of
Amendment 2003.

DATE: 6-23
Bruce Bork

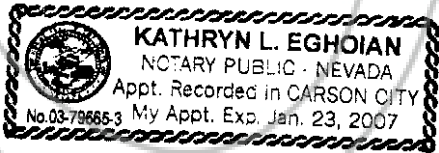
Bruce Bork

DATE: _____

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On 6/23, 2003, before me, a Notary Public, personally appeared
BRUCE BORK, known to me (or proved)
to be the person who executed the above instrument, and acknowledged to me that he/she
executed the same for the purposes stated therein.

Kathryn L. Eghoian
NOTARY PUBLIC



0606728

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AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN B

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

DATE: 24 June 2003

DATE: 24 June 2003

Rick Weiner
Rick Weiner

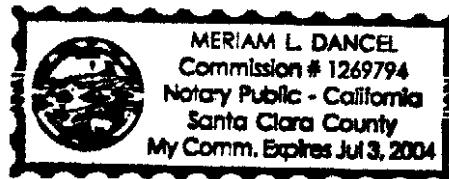
Phyllis Weiner
Phyllis Weiner

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss

On June 24, 2003, before me, MERIAM L. DANCEL, Notary Public, personally appeared RICK WEINER & PHYLLIS WEINER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person(s) or the entity on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Meriam L. Dancel
NOTARY PUBLIC



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AMENDMENT 2003

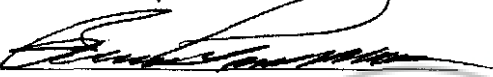
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN C

EXECUTION BY OWNER(S):


IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

DATE: 11-18-03



Bruce Pendleton

Bruce Pendleton, DDS LTD.
A Corporation

By: 

Bruce Pendleton, President

DATE: 11-18-03



Peggy Pendleton
(aka Margaret Pendleton)

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On Nov 18, 2003, before me, a Notary Public, personally appeared Bruce Pendleton + Margaret Pendleton, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.

 OLIVIA T. MORONES
Notary Public - State of Nevada
Appointment Recorded in: Washoe County
No: 00-64664-2 - Expires: September 6, 2004


NOTARY PUBLIC

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AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN C

EXECUTION BY OWNER(S):

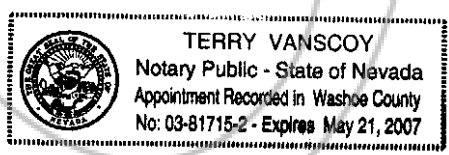
IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

DATE: 6-27-03
[Signature]
Don Richter

DATE: 6-27-03
[Signature]
Patricia A. Richter

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On 6-27-03, 2003, before me, a Notary Public, personally appeared Don Richter & Patricia A Richter, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.



[Signature]
NOTARY PUBLIC

0606728
BK0304PG04098

AMENDMENT 2003
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION
CABIN C

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

DATE: 6/26/03

DATE: 6/26/03

Monte Neugebauer
Monte Neugebauer

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On June 26, 2003, before me, a Notary Public, personally appeared Monte J. Neugebauer, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.



Molly A Hodges
NOTARY PUBLIC

0606728
BK0304PG04099

AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN C

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has executed this Declaration of Amendment 2003.

Steven J. Scott Revocable Living Trust 6/9/98

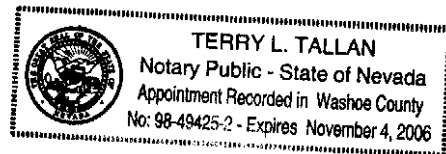
By: STEVEN J SCOTT
Steven J. Scott, Trustee

DATE: 6/26/03

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On June 26, 2003, before me, a Notary Public, personally appeared STEVEN J SCOTT, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.

Terry L Tallan
NOTARY PUBLIC



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AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN C

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

DATE: 7-20-03
[Signature]
Anthony M. Mavrides

DATE: 7-20-03
[Signature]
Robin R. Mavrides

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On July 20, 2003, before me, a Notary Public, personally appeared Anthony / Robin Mavrides, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.



Susan Avila
NOTARY PUBLIC

0606728

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AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN C

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

THE MARTIN FAMILY TRUST
dated June 20, 2000

By: *Patrick James Martin*
Patrick James Martin, Trustee

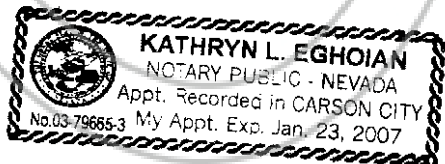
DATE: *Jan 23, 2003*

By: *Sally S. Martin*
Sally S. Martin, Trustee

DATE: *June 23, 2003*

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On *6/23*, 2003, before me, a Notary Public, personally appeared *Patrick James Martin and Sally S. Martin*, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.



Kathryn L. Eghoian
NOTARY PUBLIC

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AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN F

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

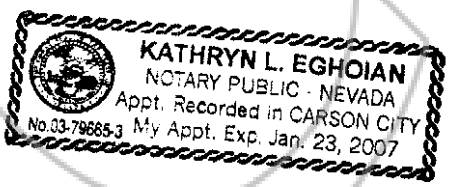
DATE: June 23, 2003
Donald G. Zundel
Donald G. Zundel

DATE: June 23, 2003
Karen Zundel
Karen Zundel

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On 6/23, 2003, before me, a Notary Public, personally appeared Donald G. Zundel and Karen Zundel, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.

Kathryn L. Eghoian
NOTARY PUBLIC



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AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN G

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

The Johnson Family Trust

By: Marilyn C. Johnson
Marilyn C. Johnson, Co-Trustee

DATE: 6/23/03

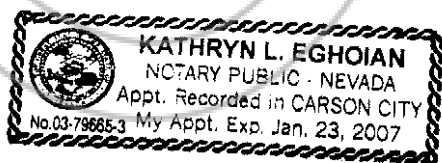
By: Ronald A. Johnson
Ronald A. Johnson, Co-Trustee

DATE: 6/23/03

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On 6/23, 2003, before me, a Notary Public, personally appeared Marilyn C. Johnson and Ronald A. Johnson, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.

Kathryn L. Eghoian
NOTARY PUBLIC



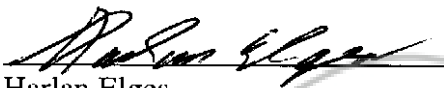
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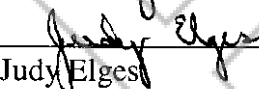
AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION
CABIN H

EXECUTION BY OWNER(S):


IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

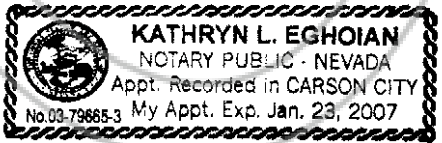
DATE: 6-23-03

Harlan Elges

DATE: June 23, 2003

Judy Elges

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On 6/23, 2003, before me, a Notary Public, personally appeared
Harlan Elges and Judy Elges, known to me (or proved)
to be the person who executed the above instrument, and acknowledged to me that he/she
executed the same for the purposes stated therein.


NOTARY PUBLIC



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AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN J

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

DATE: 6/23/03

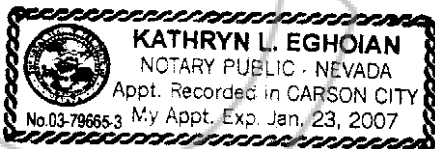
Louie Ray Burgarello
Louie Ray Burgarello

DATE: 6/23/03

Janice Burgarello
Janice Burgarello

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On 6/23, 2003, before me, a Notary Public, personally appeared Louie Ray Burgarello and Janice Burgarello, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.



Kathryn L. Eghoian
NOTARY PUBLIC

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AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

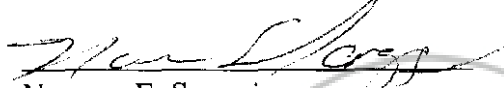
CABIN K


EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

DATE: 6-23-03

DATE: 6-23-03

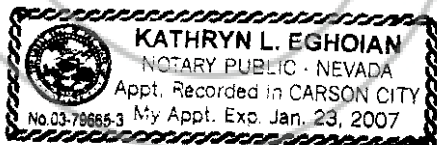

Norman E. Scoggin


Ruby Lee Scoggin

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On June 23, 2003, before me, a Notary Public, personally appeared Norman E. & Ruby Lee Scoggin *****, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.


NOTARY PUBLIC



0606728
BK0304PG04107

AMENDMENT 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE COVE HOMEOWNERS' ASSOCIATION

CABIN L

EXECUTION BY OWNER(S):

IN WITNESS WHEREOF, in accordance with Article XII, the undersigned as Owner(s) of a unit of LAKESIDE COVE, has(have) executed this Declaration of Amendment 2003.

DATE: 12-9-03

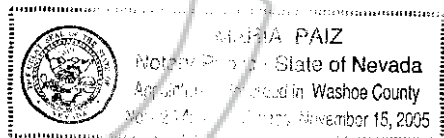
DATE: 12/9/03

[Signature]
Michael Laub

[Signature]
Tamara Laub

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On Dec 9, 2003, before me, a Notary Public, personally appeared Michael & Tamara Laub, known to me (or proved) to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for the purposes stated therein.



[Signature]
NOTARY PUBLIC

0606728

BK0304PG04108