

27-
When recorded send copy to:
CAHI #6 Homeowner's Association,
PO Box 6256, Gardnerville, NV 89460

REQUESTED BY
Lisa M Marigean
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JUL 14 PM 3: 54

WERNER CHRISTEN
RECORDER

27⁰⁰ PAID KJ DEPUTY

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR**

CAHI #6 Planned Unit Development (PUD)

On the date hereinafter set forth by the undersigned, all owners of the lands described in Appendix A, also known as CAHI #6 PUD, join in the approval of this Amended and Restated Declaration. This Document when recorded at The Douglas County Recorders Office will supercede all other Covenants, Conditions, Easements and Restrictions, that were previously recorded under the name CAHI #6 Homeowners Association, and are listed as follows:

- Covenants, Conditions & Restrictions-580595/0603 09896. Recorded 6/19/03
- Amendment to CC&R's-580596/0603 09898. Recorded 7/28/03
- Amended Declaration of Covenants, Conditions, Easements and Restrictions-0479236/BK1099PG3899. Recorded 10/21/1999

The undersigned agree and declare that all of said lands are, and will be, held, sold and conveyed subject to and burdened by the following easements, restrictions, covenants and conditions, and in accordance with Nevada Revised Statutes as applicable, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands their instrument shall be binding upon all parties having or acquiring any right, title or interest in the said lands or any part thereof and shall inure to the benefit of the owner thereof and shall otherwise in all respects be regarded as covenants running with the land.

This instrument is made for the purpose of providing clear CC&R's for homeowners within CAHI #6.

ARTICLE I

Definitions

Section 1. "**Association**" shall mean and refer to the non-profit, Nevada Corporation known as CAHI #6 Homeowner's Association, its successors and assigns.

Section 2. "**Common Property**" and "Common Properties and Facilities" or "Common Area" shall mean those areas of land shown on the PUD Plat, or any other subdivisions or segregation made subject to these covenants and restrictions or otherwise identified in any other legal document as easement dedications or other conveyances which are reserved by ownership or easement for common use and enjoyment of the members of the Association or the public, or that are hereafter acquired for such use and enjoyment, including but not limited to streets and roads and areas set aside for paths, trails, and picnicking.

Section 3. "**Conventional Dwelling**" shall mean a dwelling fabricated on the site or fabricated primarily on the site but when it is affixed to real property it is taxed as real property and requires a building permit for its construction. It shall not mean any dwelling which requires a mobile home placement permit and/or which is taxed as personal property.

Section 4. "**Declarant**" shall mean Citizens For Affordable Homes, Inc.

Section 5. "**Declaration**" Shall mean this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for CAHI #6 Planned Unit Development (PUD) and any amendments thereto.

Section 6. "**Dwelling Unit**" shall mean any residence intended for use and occupancy as a residence by a single family.

Section 7. "**Land**" means the material of the earth, whatever may be the ingredients of which is composed, where soil, rock or other substance, and includes free or occupied space or an indefinite distance upwards as well as downwards, subject to the limitations upon the use of airspace imposed, and rights in the use of the airspace granted, by the laws of the State of Nevada.

Section 8. "**Lot**" shall mean any plot of land shown upon the face of the Development and any other legal lot of land in the area made subject to these covenants and restrictions, excepting common areas, that can be developed for residential use according to the Laws and regulations then in force, provided that said Development can take place without the lot being combined with some other lot or parcel.

Section 9. "**Maintenance**" shall mean the exercise of reasonable care to keep open space, paths, and drainage or other common facilities in a condition similar to the condition they were first constructed.

Section 10. "**Member**" shall mean every person, firm or corporation holding membership in the Association.

Section 11. "**Mining**" shall mean the extraction of minerals from the earth, including mining by open-pit method; extraction of minerals near the surface; excavation by auger method; underground excavation, extraction of minerals and the tailings, refuse and other material generated by the mineral extraction activity. The terms "Surface Mining" and "Excavation" shall have the same meaning.

Section 12. "**Mortgage**" shall mean a conventional mortgage or a deed of trust, or a Real Estate Contract covering a lot or other portion of the property.

Section 13. "**Mortgagee**" shall mean a holder of a conventional mortgage or Beneficiary under or holder of a Deed of Trust.

Section 14. "**Owner**" shall mean the record owner, whether one or more persons firms or corporations, as fee simple owner or contract purchaser of any lot within the CAHI #6 PUD as shown in the records of the Douglas County Auditor, but excluding all persons, firms or corporations having any interest in any lot merely as security for the performance of an obligation or payment of debt. For purposes of calculating the amount of monetary or special assessment due from a given owner, the owner of a given lot shall be considered a different entity than the owner of every other lot.

Section 15. "**Property**" and "**Properties**" shall mean all real property included in the PUD.

Section 16. "**Real Estate Contract**" shall not include an "Earnest Money Receipt and Agreement" and the terms "Contract Seller" and/or "Contract Purchaser" shall not include the parties to any such Earning Money Receipt and Agreement, but shall apply to all installment sale agreements the subject matter of which is a Lot within the CAHI #6 PUD.

Section 17. "**PUD**" shall mean the Planned Unit Development, or Plat of CAHI #6 PUD, the legal description of which can be found within the Recorder's office of Douglas County.

Section 18. "**Vegetation**" shall mean all living plants, including trees and bushes of any size.

Article II

Residential Covenants

The following covenants are hereby imposed upon the use and ownership of the real property described in Appendix A.

Section 1. **Residential Use.** No lot shall be used except for residential purposes. Each lot may have one detached structure that will conform with the following: (1) a single family dwelling

not to exceed two (2) stories in height; and (2) a private garage for not more than three (3) standard sized passenger automobiles; and (3) a structure for the storage of a boat and/or camping trailer kept for the sole personal use of the Owner, provided that the location of such structure is in conformity with the applicable municipal regulations, is compatible in design and decoration with the residence constructed on such lot, and has been approved by the Douglas County Planning Commission.

Section 2. **Dwelling Size.** Each residence shall conform to the following requirements:

(a) Ground floor area of the main structure, exclusive of open porches and garages, shall contain not less than 936 square feet, except the ground floor area of a dwelling of more than one story shall have not less than 624 square feet;

(b) All single-family dwellings will have a minimum of an attached or detached 2-car garage.

Section 3. **Easements.** Easements for installation and maintenance of utilities and drainage, and irrigation facilities, are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such utilities, or which may change the direction of flow of water through a drainage channel through the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on any lot and all improvements in it shall be maintained continuously by the lot owner.

Section 4. **Temporary Structures.** No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding on any lot shall be used as a residence, either temporary or permanent, at any time.

Section 5. **Fences and Hedges.** No fence shall exceed six (6) feet in height from the finished lot grade. Front and side fences must conform to Douglas County requirements.

Section 6. **Offensive Activity.** No noxious or offensive activities or nuisances shall be permitted on any lot or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, unenclosed compost materials and similar matter, shall be permitted on any Lot or portion thereof. It is incumbent upon all property owners to maintain their Lots and yards in a neat, orderly and well-groomed manner, whether the Lots are vacant or improved. No noise or other nuisance shall be permitted to exist or operate upon any portion of a Lot so as to be offensive or detrimental to any other Lot or to occupants thereof or to the Common Elements. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horn, whistles, bells or other similar or unusually loud sound devices (other than devices used exclusively for safety, security or fire protection purposes), noisy or smokey vehicles, large power equipment or large power tools (excluding lawn mowers and other equipment utilized in connection with ordinary landscape maintenance), inoperable vehicle, unlicensed off-road motor vehicle, or other item that may unreasonably disturb other Owners or Occupants, or any equipment or item that may unreasonably interfere with television or radio reception within any Lot, or the Common Elements, shall be located, used or placed on any portion of the Development. No loud motorcycles, dirt bikes or other loud mechanized vehicles may be operated on any portion of the Development. Alarm devices used exclusively to protect the security of a residence and its contents shall be permitted, provided that such devices do not produce annoying sound or

conditions as result of frequently occurring false alarms. Each Owner and Occupant shall comply with all of the requirements of the local or state health authorities with respect to the occupancy and use of a Lot.

Section 7. **Business and Commercial Uses.** No trades, crafts business, professions, or commercial or similar activity of any kind shall be conducted in development if such activity involves employees, signs, additional traffic or any impact on the community. No goods, equipment, vehicles, materials or supplies used in connection with trade, service or business may be kept or stored on any lot, unless such goods, equipment, vehicles, materials or supplies are secured within an enclosed building structure.

Section 8. **Signs.** No sign of any kind shall be displayed to the public view on any lot or improvement, except one professionally made sign of not more than six square feet advertising the property for rent or sale. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner. Such political signs must be removed no later than 7 days after election.

Section 9. **Parking.** No owner of any lot shall permit any vehicle owned by him or any member of his family or guest of his, which vehicle is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property for a period in excess of forty-eight (48) hours.

Section 10. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purposes. No lot owner shall cause, permit or allow any dog owned by or in his custody to roam, run, or be away from the premises of such owner or custodian.

Section 11. **Trash or Rubbish.** No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 12. **Landscape Maintenance.** All lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, and debris, and the grass thereon shall be cut or mowed at sufficient intervals.

Section 13. **Utilities.** No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the development. All owners shall use underground service wire to connect their premises and the structures built thereon to the underground electrical or telephone utility facilities.

Section 14. **Exterior Finish.** The exterior of each residence shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing structures and

landscaping of the development. Exterior trim fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Exterior roof pitches are to be 4/12 pitch or more. All homes constructed are to have roofs of cedar shakes, cedar shingles, tile or composition shingles.

Section 15. **Driveway.** Driveways for all residences are to be constructed of either concrete or asphaltic concrete.

Section 16. **Window Covering.** Standard curtain materials or blinds only will be permitted as window covering without limiting the generality of the forgoing provision, no blankets, sheets, tarpaper, foil, etc. to be placed in windows at any time.

Section 18. **Clothes Lines. Other Structures.** No clotheslines or other structure of a similar nature not specifically addressed by these covenants shall be visible from the front street.

Article III

Homeowner's Association Membership – Voting Rights

Section 1. **Membership.** Every person, firm or corporation who is an owner of any lot in the PUD, or subsequently created out of a portion of the area included in the PUD by replotting, or other approved division of land that creates a lot or lots for which residential building permits may be obtained shall automatically become a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. **The Association shall have one class of voting members as follows:** Each owner of one lot within the PUD. An owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by any number of members.

Section 3. **Assignment of membership rights to lessee or contract purchaser:** When any lease or any Real Estate Contract for sale of any lot contains a provision whereby the lessor or contract vendor assigns the rights and privileges of membership in the Association appurtenant to said lot to the lessee or contract purchaser, the lessee or the contract purchaser thereunder shall be entitled to use and enjoyment of the common access road serving said lot and any other rights of property use for its intended purpose so long as such assignment is in effect; and provided, however, without prejudice to any agreement as between lessor and lessee or contract seller and contract purchaser for discharge of financial obligations of membership, the owner of record of the lot involved shall remain liable to the Association for payment of all assessments.

Article IV

Purpose of Association

The Homeowner's Association is for the purpose of promoting the recreation, health, safety and welfare of the property owners by creating and maintaining a pleasant and relaxed residential environment in a setting characterized by quality amenities, to provide for the ownership, maintenance and operation of commonly owned property and facilities, and to provide a mechanism for the common enforcement of restrictions incorporated in these covenants and restrictions and in deeds provided by the Declarant or Declarants to the purchasers of individual lots, and for the enforcement of restrictions shown on the face of the final plat.

More particularly, the Homeowner's Association authorities and responsibilities shall include but not be limited to the following:

Section 1. To perform the long-term maintenance of Planned Unit Development entry, central island, infiltration trench area (Lot 729), and designated pathways (common areas), including areas between sidewalk and property line. Maintenance of common areas shall consist of, but not be limited to, care of trees, shrubs, flowers, mowing of grass areas, removal of weeds, and irrigation system which shall be maintained in good working order.

Section 2. To enforce restrictions as authorized, on the use of commonly owned properties.

Section 3. To levy assessments against all individually owned lots within the PUD to adequately finance the maintenance, operation and security of all common areas and those purposes listed above, including legal and administrative costs.

Section 4. To enter into contracts to accomplish the purposes of the Association.

Section 5. To borrow and spend money necessary to accomplish the purposes of the association and to exercise the authorities granted by the Association.

Section 6. To finance new improvements beneficial to the lot owners.

Section 7. To attach liens to lots owned by persons who are found to be delinquent in paying assessments to the Association. The Association is authorized to litigate to collect said liens, or to enter into binding arbitration, and shall be entitled to an award of court costs or arbitration costs and reasonable legal fees incurred by the Association to be paid by the delinquent lot owner.

Section 8. The Association shall adopt bylaws necessary to provide for the administrative structure and authority to carry out the purposes of the Associations prior to the occupancy of any residences constructed on the lots.

Section 9. The ownership, renting, leasing, or occupying any portion of these properties, shall be governed by the foregoing powers and authorities.

Article V

Assessments

Section 1. Lien and personal obligation of assessments. Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay the CAHI #6 Homeowner's Association (1) annual assessments (2) special assessments as provided below, and (3) other assessments and fines. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred to collect delinquent assessments, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due as well as a lien on the real property.

Section 2. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the neighborhood, for the improvement and maintenance of any common areas, private road or easements within the PUD so as to maintain the value and appeal of the neighborhood and to fund the Reserve which is required pursuant to Chapter 116 of the NRS. The Association shall pay, out of the funds derived from annual assessments, the following.

- a. Upkeep and repair of the common areas.
- b. Liability insurance insuring the Association against any and all liability to the public, to any owner or owners, or to the invitees or guests of any owner or owners arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association Board of Directors.
- c. A standard fidelity bond covering all members of the Board of Directors of the Association in an amount to be determined by the Board of Directors.
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure, or pay, pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the benefit of lot owners or for the enforcement of these covenants and restrictions.

Section 3. Annual assessment.

- a. Annual assessments shall be paid by Association members in the amount proposed by the Board of Directors and ratified by the members in accordance with NRS 116.3103. However, no assessment shall be for a total amount less than required to pay for reasonable costs to secure payment of items a, b, c, and d in Section 2 (Purpose of annual assessments), Article V above.
- b. Until 2004, the maximum annual assessment shall be \$396, and shall be paid by the month by each member to the association.
- c. From and after 2004, and except as provided by Nevada Law, the maximum annual assessment may be increased each year not more than ten percent (10%) above the assessment for the previous years without a majority vote of the Association members, in accordance with Article III (Homeowner Association – Voting Rights) herein.

Section 4, Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole, or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement to the common Area. Any such assessment must be approved by a simple majority vote of Association members, casting votes in accordance with Article IV (Homeowner Association – Voting Rights) herein.

Section 5. Notice and Quorum for action notice. Prior to any action authorized herein, notice shall be sent to all members not less than ten (10) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of member, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed as a uniform rate for all lots.

Section 7. Date of commencement – due dates. As to each lot, the liability for the assessments provided for in the Article shall begin on the date of any deed or Real Estate Contract of sale from the current or Subsequent owner of such lot, or on the first day of the calendar month following occupancy of the premises, whichever date first occurs. Such assessment for the balance of the fiscal year shall be due and payable at the rate of 1/12th of annual assessment on closing of the member's purchase thereof and thereafter on the first day of each succeeding calendar month. The Association shall fix the due date of any special assessments created under this Article. Notice of delinquent assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating the assessment against a specific lot has been paid, and may, on or before September 1 of each year, cause to be recorded in the office of The Douglas County Auditor, a list of delinquent assessments as of that date.

Section 8. Effect of nonpayment of assessments: remedies of the association. Each Owner, by his acceptance of a deed for each Lot owned, covenants and agrees to pay to the Association such regular, special, and other assessments as are established, made and collected as provided in this Declaration. Each assessment or installment, together with any late charge, interest, collection costs, and reasonable attorneys' fees, shall be the personal obligation of the person or entity who was an Owner of a Lot at the time such assessment or installment became due and payable and shall be a lien against the lot. If more than one person or entity was the Owner of a Lot, the personal obligation to pay such assessment or installment respecting such Lot shall be joint and several. Subject to this Declaration a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessment against the Lot up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by abandonment of his Lot. The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, including any Manager, can enforce the obligations of the Owners of Lots to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity; or the Board may enforce by judicial proceedings or, to the extent permitted by applicable law, through the exercise of the power of sale granted to the Board pursuant to Chapter 278A or Chapter 116 of the Nevada Revised Statutes. Suit to recover a money judgment against an Owner for unpaid assessments together with all other amounts shall be maintainable without first foreclosing against the Lot subject to the lien for such assessment or waiving the lien rights granted hereby.

Section 9. Subordination of assessment lien to mortgages. All sums assessed to any Lot pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such notice of assessment (Notice of Assessment) as herein provided. Such lien shall be prior to all other liens and encumbrances on such Lot except for: (a) valid tax and special assessment liens on the Lot in favor of any governmental assessing authority; (b) a lien for all obligations secured by a first mortgage, recorded in the Douglas County, Nevada, real estate records, including all unpaid obligatory advances to be made pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument except as provide in NRS 116.31162; (c) labor or materials men's liens, to the extent required by law; and (d) a lien for sums secured by any other mortgage recorded prior to the recordation of Notice of Assessment.

Section 10. Creation of Lien. To create a lien for sums assessed pursuant to this Article, the Association may prepare a written Notice of Assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record Owner of the Lot, and a description of the Lot, Such notice of Assessment shall be signed by the Association and shall be recorded in the office of the County Recorder of Douglas County Nevada. No Notice of Assessment shall be recorded until there is a delinquency in payment of the assessment.

Section 11. Enforcement of Lien. To the extent permitted by applicable law, such lien may be enforced by sale conducted by the Association after failure of the Owner to pay such an assessment in accordance with its terms. Such sale shall be conducted in accordance with the

provision of Chapter 278A or Chapter 116 of the Nevada Revised Statutes or in any other manner permitted by law. After the Notice of Assessment is recorded, the Owner who is liable for payment of the assessment shall be required to pay the costs and expenses of such foreclosure proceeding, (including the cost of preparation of the Notice of Assessment), including, but not limited to, reasonable attorneys' fees, and title insurance costs. All such costs and expenses of the foreclosure shall be secured by the lien being foreclosed. The Owner shall be required to pay the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Lot. The Association shall be entitled to bid on credit up to and including the amount secured by the lien being foreclosed. A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Douglas County, Nevada, real estate records, upon payment of all sums secured by such lien.

ARTICLE VI

Property Rights

Section 1. Owner's easements of enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common elements, subject to the right of the Association to dedicate, transfer or sell all or in part of the property to any municipality, public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the members. No such action shall be effective unless such dedication is accepted by public agency, authority or utility and an instrument executed by a simple majority of members agreeing to such dedication, transfer or sale has been recorded.

Section 2. Delegation of use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate such owner's right of enjoyment in and to the property to the members of the family, or to guests, tenants, and invitees.

Section 3. Right of entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter the property at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 4. No partition. It is hereby declared that the property is to be kept integral and therefore there shall be no short plat or subdivision of the property lot, nor shall any owner or any person acquiring any interest in the development or any part thereof seek judicial partition thereof.

ARTICLE VII

General Provisions

Section 1. Occupants bound. All provisions of the Declaration, By-Laws, and of any Rules and regulations or use restrictions created pursuant thereto that govern the conduct of Owners and

that provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any lot. Every owner shall cause all occupants of the Owner's lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations.

In the event the Association takes any action as authorized, to enforce these covenants, the expense of said enforcement action, including but not limited to, trash removal, repairs and costs of litigation, including attorney's fees, incurred by the Association may be charged to the lot owner. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, his successors and assigns. Such charge shall also be the personal obligation of the owner(s) or contract purchasers of the lot involved on the date of removal. This paragraph shall not be construed to prohibit the composting of debris generated during lawn and garden maintenance.

Section 2. Covenants and severability: The covenants, conditions, easements and restrictions contained in this Declaration shall be deemed to run with the land, shall be a burden and benefit upon the lots and all other portions of the property, shall be binding upon all persons acquiring or owning any interest therein, their grantees, successors, heirs, executors, administrators and assigns.

Section 3. Notices. Any notice permitted or required to be delivered under the provisions of this declaration, may be delivered either personally or by mail. If delivery is by mail, such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States mail. Postage shall be prepaid for first class mail, addressed to the person listed as the record with the Douglas County Recorder.

Section 4. Severability. Invalidation of any covenant or restriction by any Court of record shall not affect any other provision of this Declaration.

Section 5. Term and Amendment. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive ten (10)-year increments unless an instrument signed by a majority of then owners of the lots have been recorded. This Declaration may be amended by the affirmative vote of fifty-one percent (51%) of the then Owners of all Lots entitled to vote and thereafter recording and amendment to this Declaration duly executed by (a) the requisite number of such Owners required to effect such amendment or (b) by the Association, in which later case such amendment shall have to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners required to effect such amendment, certified by the secretary or president of the Association.

Section 6. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes to create a uniform plan for operation and maintenance of Common areas of previously described PUD.

ARTICLE VIII

Effective Date

This Declaration shall take effect upon recording with the Douglas County Recorder.

IN WITNESS WHEREOF, the undersigned, being a representative of the majority of entitled voters in CAHI #6 Homeowners Association herein, do hereunto set my hand and seal this 14th day of July, 2004.

CAHI #6 Homeowner's Association

By: Lisa M Morigeau

Title: President CAHI #6 H.O.A.

Lisa M. Morigeau

State of Nevada)
Carson)
County of Douglas)

Ss.

On this 14 day of July, 2004, personally appeared before me, a Notary Public, Lisa M Morigeau who acknowledged to me that he/she executed the above instrument.



Theresa Weaver
NOTARY PUBLIC

APPENDIX "A"

Lots 728 & 729 as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 6,
filed in the office of the County Recorder of Douglas County, State of Nevada on May 29,
1973 as Document No. 66512.

COPY

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