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2221 Meridian Blvd. Ste A
Minden, NV 89423

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
MONTERRA**

COOPER

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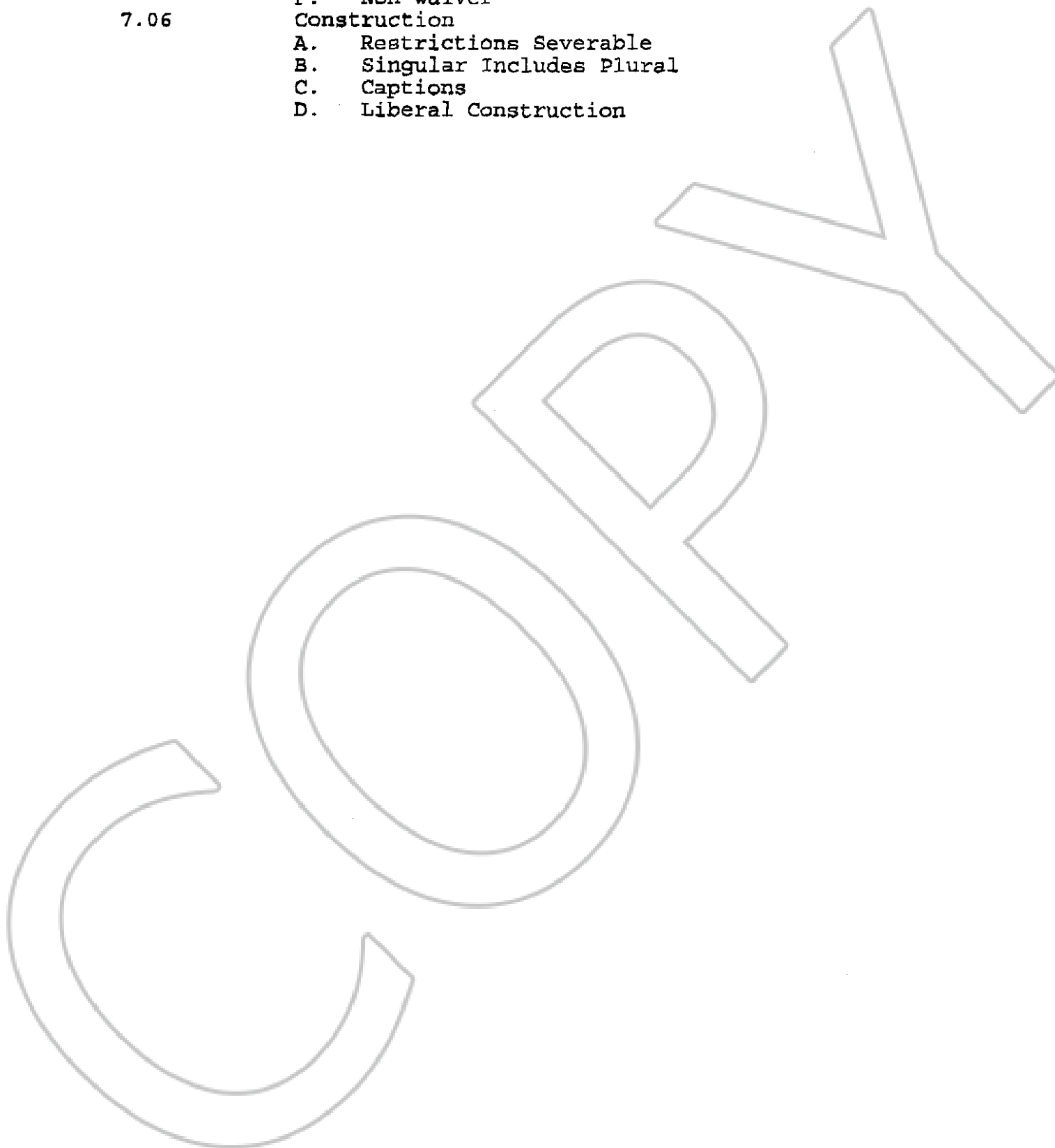
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
Monterra**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 6th day of October, 2004 by SYNCON HOMES, a Nevada corporation (hereinafter referred to as "Declarant").

RECITALS:

The Declarant is the owner of all that certain real property located in Douglas County, Nevada and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference, and which is hereinafter referred to as the "Project" or the "Property".

The Declarant intends by this Declaration to impose upon the Project, mutually beneficial conditions and restrictions for the benefit of all Owners of Units within the Project and to create a community and environment in which the aesthetic features and beauty of the property and surrounding area will be substantially preserved for the enjoyment and benefit of all persons living within the Project and to enhance the value, desirability and quality of the Project.

In furtherance of such intent, Declarant declares that all of the real property referred to herein as the Project and more particularly described in Exhibit "A" and such other real property as may become annexed and subject thereto is and henceforth shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following covenants, conditions and restrictions and equitable servitudes and the same shall constitute a general plan for the division, ownership, improvement, parceling, sale, use and occupancy of the Project.

This Declaration shall run with the real property described in Exhibit "A" and all parts and parcels thereof and shall be binding on all parties having any right, title or interest in the Exhibit "A" property and their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each Owner or member thereof. Each, all and every one of the limitations, easements, uses, obligations, covenants, conditions and restrictions herein imposed shall be deemed to be and construed as equitable servitudes enforceable by any of the Owners of any portion of the real property subject to this Declaration against any other Owner, tenant or occupant of said real property or portion thereof similarly restricted by this Declaration.

**ARTICLE I
DEFINITIONS**

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following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

1.01 Architectural Review Committee. The committee created pursuant to Article V hereof (hereinafter sometimes referred to as "Committee" or "ARC").

1.02 Architectural Review Committee Rules and Design Guidelines. Rules and regulations that may from time to time be adopted by the ARC interpreting the terms of this Declaration, setting fees and design, construction, landscape and maintenance criteria in accordance with this Declaration (hereinafter sometimes referred to as "Rules and Regulations" or "Design Guidelines").

1.03 Assessments. Assessments of the ARC including both regular and special assessments as set forth herein.

1.04 Covenants, Conditions and Restrictions. This Declaration, together with any and all Supplemental Declarations which may be recorded, as this Declaration or said Supplemental Declarations may be amended from time to time, together with ARC Rules and Design Guidelines from time to time in effect.

1.05 Beneficiary. A mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

1.06 Declarant. The owner or owners of the property described in Exhibit "A", and their successors and assigns, if such successors or assigns acquire the majority of the Homesites subject to this Declaration for the purpose of resale to others.

1.07 Declaration. This document, as it may be amended from time to time.

1.08 Deed of Trust. A mortgage or a deed of trust, as the case may be.

1.09 Homesite. Any unit of land which is designated on any recorded parcel map or planned unit development plat, or final subdivision map, whether or not improved, for a single-family residence.

1.10 Lot. Any unit of land which is designated on any recorded subdivision plat, whether improved or not improved, for a single family residence.

1.11 Improvement. Any structure and all appurtenances thereto of every type and kind, including but not limited to building, outbuilding, patio, pool, garage, shed, doghouse, mailbox, aerial, antenna, road, driveway, parking area, walk, fence, screening wall, retaining wall, stair, deck, landscaping, court, gate, statue, marker, hedge, windbreak, planting, planted tree and shrub, pole, sign, exterior air conditioning, water softener fixture or equipment, pole, pump, well, ditch, tank, reservoir, pipe, line, meter, tower and other facilities used in

connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.12 Major Developer. Any person or persons designated as such by Declarant in an instrument recorded in the real property records of the county wherein the land lies.

1.13 Mortgage. Any mortgage or deed of trust given to secure the payment of a debt.

1.14 Notice and Hearing. Ten (10) days written notice given as provided herein and a hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

1.15 Owner. The record owner of any Homesite, subject to this Declaration, or any record owner of any Homesite that is annexed hereto. "Owner" shall include the vendee under an Installment Contract of Sale and shall exclude the vendor thereunder and those having an interest in any property that is subject to this Declaration solely for security for the performance of an obligation.

1.16 Person. A natural individual or any other entity with the legal right to hold title to real property.

1.17 Plans and Specifications. Any and all documents designed to guide or control an Improvement, including but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the Improvement.

1.18 Project. All real property and improvements thereto situate in Douglas County and more particularly described on Exhibit "A" hereto.

1.19 Purchaser. A purchaser who is unrelated to Declarant or any corporation, partnership, joint venture, or other business entity in which Declarant has an ownership interest or over which Declarant exercises contractual or other control relating to the improvement, development or sale of Property.

1.20 Record, Recorded and Recordation. With respect to any document, the recordation of such document in the office of the Clerk and Recorder of Douglas County, Nevada.

1.21 Single Family. One (1) or more persons each related to the other by blood, marriage or legal adoption or a group of not more than four persons not all so related, together with their domestic employees and servants who maintain a common

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household in a residential unit and casual guests or as defined under the provisions of the Douglas County Code.

1.22 Single Family Residential Use. The occupancy and use of a residential unit or Homesite by a Single Family in conformity with the covenants, conditions and restrictions hereof, the rules and requirements imposed by applicable zoning laws and other state or local rules and regulations.

1.23 Subdivision. A parcel of land which has been shown on a final and recorded planned unit development map or subdivision plat pursuant to NRS Chapter 278, 278A or Chapter 116, as amended.

1.24 Supplemental Declaration. Any declaration of covenants, conditions and restrictions which may be hereafter recorded by Declarant or by Declarant and a Major Developer.

1.25 Unit. "Unit" shall mean a portion of the Project, whether developed or undeveloped, intended for development, use, and occupancy as a detached residence for a single family on a separately platted homesite, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or a part of the Project.

1.26 Visible from Neighboring Property. With respect to any given object, such object is or would be visible to a person six feet tall standing on an assumed floor elevation two feet (2') above the surface of any neighboring property in the area involved, assuming that the property had an elevation equal to the highest elevation of the ground surface of that portion of the area upon which the object is located.

ARTICLE II
GENERAL RESTRICTIONS

All real property within the Project shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the Architectural Review Committee Rules and Design Guidelines and the following limitations and restrictions:

2.01 Antennas. Except for any which may, at Declarant's option, be erected by Declarant or Declarant's designated representative, no exterior radio, television antenna, satellite dish, or aerial shall be erected or maintained in the Project without the prior written approval of the Architectural Review Committee.

2.02 Insurance Rates. Nothing shall be done or kept in the Project which will increase the rate of insurance on any property without the written approval of the ARC, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any property or which would be in violation of any law.

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2.03 No Further Subdividing. No Homesite Area or unit of land which is designated for residential use shall be further divided or subdivided except in accordance with Douglas County approval, Town of Minden approval and the approval of the Architectural Review Committee; provided, however, that nothing herein shall be deemed to require the approval of the Architectural Review Committee for the transfer or sale of any Homesite or Lot, including improvements thereon, to more than one (1) person to be held by them as tenants in common or joint tenants, or for the granting of any mortgage or deed of trust.

2.04 Signs. No sign, billboard, or advertising structure of any kind shall be displayed to the public view without the approval of the Architectural Review Committee except such signs as may be required by legal proceedings. No flashing or moving signs shall be permitted on any portion of the Project. All signage shall be of an architectural style in harmony with the overall Project as prescribed by the Design Guidelines and approved in writing by the Architectural Review Committee. One sign, not more than six (6) square feet, advertising the property for sale or rent may be displayed without the prior approval of the ARC.

2.05 Fences; Easements Over Certain Homesites. The Declarant hereby reserves an easement in Declarant's favor and the favor of the ARC along the boundary lines of the Project for the construction, maintenance and repair of fences. This easement is reserved regardless of whether the Owner or the Declarant constructs said fence, and the Owner shall be responsible for the maintenance and repair of all said fences constructed on the Owner's Lot or Homesite. The Declarant and/or the ARC, at its sole discretion, may maintain fences anywhere in the Project and assess the Owner of the underlying property for reasonable maintenance expenses. All fences must be approved by the ARC in accordance with the Rules and Design Guidelines and this Declaration. Security, decoration or boundary fences installed by the Declarant may not be removed, painted, altered or damaged in any way.

2.06 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Project and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. All refuse, garbage and trash shall at all times be kept in covered, sanitary containers or enclosed areas designed for such purpose. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, insect control lights, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Architectural Review Committee.

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2.07 Repair of Building. No Improvement hereafter constructed upon any land within the Project shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof. The ARC reserves the right to enter onto property in disrepair and make necessary repairs subject to Section 2.09 below.

2.08 Improvements and Alterations. There shall be no construction, excavation or alteration, other than repairs, which in any way alters the exterior appearance of any Improvement, or removal of any Improvement without the prior written approval of the Architectural Review Committee.

2.09 Violation of ARC Rules and Design Guidelines. There shall be no violation of the ARC Rules and Design Guidelines once adopted by the ARC and made available to the Persons affected thereby. If any Owner or their family or any guest, licensee, lessee or invitee of such Owner or their family violates any Rules and Guidelines, the ARC may invoke any one or more of the following remedies: (a) impose a fine upon such Owner of not more than One Hundred Dollars (\$100.00) for each violation; (b) cause the violation to be cured and charge the cost thereof to such Owner; and (c) obtain injunctive relief against the continuance of such violation. Before invoking any such remedy, the ARC shall give such Owner Notice and Hearing. Any fine, assessment or charge imposed under this Section that remains unpaid for a period of ten (10) days or more, shall become a lien upon the Owner's Lot upon its inclusion in a recorded notice thereof.

2.10 Drainage. There shall be no interference with the established drainage patterns over any property within the Project, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee.

2.11 No Hazardous Activities. No activities shall be conducted on any property and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property, and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed exterior fireplace.

2.12 No Temporary Structures. No tent or shack or other temporary building, Improvement or structure shall be placed upon any property, except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction which may be maintained with the prior approval of ARC, such approval to include the nature, size and location of such structure.

2.13 No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals of

any kind, rocks, stones, sand, gravel, aggregate or earth, except that Declarant may, by appropriate written permit, grant, license or easement, allow the drilling of wells and the installation of infiltration galleries; and except that Declarant may, by appropriate written permit, grant, license or easement, allow any of the foregoing activities to the extent permitted by applicable zoning and as required for purposes of the Declarant.

2.14 Vehicles. In addition to the provisions of Sections 3.06 and 3.07 hereof, the use of all vehicles, including but not limited to aircraft, glider, truck, automobile, golf cart, grader, loader, boat, vessel, personal watercraft, raft, canoe, tractor, pickup, mobile home, trailer, bus, camper, motor home, motorcycle, motor scooter, wagon, sleigh and snowmobile, shall be subject to the ARC Rules and Design Guidelines, which may prohibit or limit the use thereof throughout or within specified parts of the Project, and which may also provide parking regulations and adopt other rules regulating the same.

2.15 Fire Hazard. No rubbish, brush, weeds, undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon any property within the Project so as to render said property, or any part thereof, a fire hazard.

2.16 Commercial Activity. No part of the property within the Project shall be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other non-residential purposes, including, without limitation, any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part time, generates or does not generate a profit, or requires or does not require a license; except Declarant, its successors and assigns, may use any portion of the property within the Project for model homesites and display and sales offices for residential housing. Notwithstanding the foregoing, the provisions of this Section 2.16 shall not preclude any of the above-described activities without external evidence thereof, provided that all of the following conditions are fulfilled: (i) such activities are conducted in conformance with all applicable governmental ordinances; (ii) the patrons or clientele of such activities do not regularly visit or park automobiles or other vehicles on the property within the Project; (iii) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Project; and (iv) such activities are consistent with the residential character of the Project.

2.17 Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by any Owner (including Declarant) upon property within the Project; provided that when completed such Improvements shall in all ways conform to this Declaration and the ARC Rules and Design Guidelines. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this

Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities; provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

2.18 Exemption of Declarant. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, to maintain model homes and construction, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing, anywhere on the Project.

2.19 Assignment by Declarant. Notwithstanding any other provision of this Declaration to the contrary, Declarant may assign in whole or in part any of its privileges, exemptions, rights and duties under this Declaration to any other Person and may permit the participation in whole or in part by any other Person in any of its privileges, exemptions, rights and duties hereunder.

2.20 Ancillary Structures. No ancillary structures shall be permitted on any Homesite or Lot except as may otherwise be approved by the Architectural Review Committee in accordance with the Douglas County Code and the ARC Rules and Design Guidelines.

2.21 Building Permits. Building permits for any structures on property which is the subject of this Declaration, shall only be issued in accordance with the Douglas County Code and the ARC Rules and Design Guidelines.

2.22 Setback Requirements. All lots shall have a minimum rear yard setback of seven feet (7'), side yard setback of five feet (5') and front yard setback of ten feet (10').

ARTICLE III
PERMITTED USES AND RESTRICTIONS

3.01 Residential Areas. All property within the Project (excluding the park and landscaping areas) shall be improved and used solely for residential use.

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3.02 Improvement and Use.

A. No residence on any Lot shall be used for any purpose other than Single-Family Residential Use with detached single-family residences. All residences shall have a minimum of two thousand two hundred (2,200) square feet of living space and an attached garage sufficient for parking a minimum of three (3) automobiles. Residences may be two story with a maximum height of twenty eight feet (28') from the surface of the finished lot to the highest point of the residence.

B. The exterior color of all residences shall be in accordance with the specific requirements set forth in the Design Guidelines adopted by the Declarant and/or the Architectural Review Committee.

3.03 Rentals. Nothing in this Declaration shall prevent the rental of entire property by the Owner thereof for residential purposes, on either a short-term or long-term basis subject to all the provisions of this Declaration. No commune or similar type living arrangement shall be permitted anywhere in the Project. The rental of a portion of any lot or residence is prohibited.

3.04 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Homesite. No more than three (3) normal household pets shall be raised, or kept on any Homesite and all pets shall be restrained or confined to the Homesite and not allowed to run at large or leave a Homesite except when restrained by a leash. Excessive barking or other noise from household pets is not permitted. Failure to reasonably control household pets, resulting in the disturbance of Owner's quiet enjoyment of their property, is deemed to be a violation of these Restrictions and shall be enforceable by the ARC or any Owner.

3.05 Unsightly Articles. No unsightly article shall be permitted to remain on any Homesite so as to be Visible from Neighboring Property or public or private thoroughfares. Garden and maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened so as not to be Visible from Neighboring Property. No repair or maintenance work shall be done on any automobile or vehicle or piece of equipment, other than minor emergency repairs, except so as not to be Visible from Neighboring Property. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an area so as not to be visible at all. All Owners must subscribe to a garbage collection service. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure and kept so as not to be Visible from Neighboring Property.

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3.06 Parking Restrictions; Use of Garage. Unless otherwise permitted by the ARC, no automobile, non commercial pickup truck or motorcycle shall be parked or left within the Project other than within a garage or driveway. Owners are prohibited from parking on any street. No Owner shall use any area designated as "guest parking" for any purpose other than for parking of guests' vehicles. Temporary parking by guests and commercial vehicles for the purpose of making deliveries, shall be permitted in accordance with the ARC Rules and Design Guidelines. Garages shall be used for parking automobiles including non-commercial pickup trucks and motorcycles only and shall not be converted for living or recreational activities.

3.07 Vehicles. Except as provided herein, no vehicle, including but not limited to aircraft, glider, truck (other than non-commercial pickup), golf cart, grader, loader, boat, vessel, personal watercraft, raft, canoe, tractor, mobile home, trailer, bus, camper, motor home, motor scooter, wagon, sleigh and snowmobile, or similar vehicle or vessel (hereinafter "Recreation Vehicle"), shall be parked or permitted to remain on any driveway, garage, Homesite, Lot or street within the Project.

A. Guests of an Owner may park a motor home, camper or travel trailer, on the driveway of the Lot for not more than two (2) nights in any seven (7) day period.

B. No automobile, motorcycle or other vehicle shall be permitted to remain upon any Lot including without limitation, street, alleyway, driveway or garage, either stored, unattended, on blocks, or unrepaired.

C. No automobile, noncommercial pickup truck, Recreational Vehicle, or mechanical equipment may be dismantled, rebuilt, repaired, serviced or repainted on any Lot, street, alleyway, driveway or garage. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading vehicles, or washing, cleaning and polishing of automobiles, pickups and motorcycles.

D. "Temporary Parking" shall mean parking of vehicles belonging to Owners, and their guests, and commercial vehicles and equipment being used by business furnishing services to Owners, for short periods of time and in no event overnight. Temporary Parking may be permitted in accordance with the ARC Rules and Design Guidelines.

E. No vehicle, boat, trailer, camper, tent, automobile, motor home or truck shall be used as a living area while parked or located within the Project.

F. Any vehicle parked or stored in violation of this Declaration and or the ARC Rules and Design Guidelines will be subject to being towed at the Owner's expense.

3.08 Maintenance of Lawns, Plantings and Landscape. Each

Owner agrees to allow Declarant to plant erosion control grasses or plants on Owner's unimproved property to mitigate and eliminate dust and unsightly areas on unimproved Homesites. Each Owner shall keep all shrubs, trees, grass and plantings on his or her Homesite (which includes the parkway area) neatly trimmed, properly cultivated and free from trash, weeds and other unsightly material. Each Owner shall maintain all trees on his or her Homesite and shall replace any tree that dies or becomes diseased. The Architectural Review Committee and their respective authorized agents shall have the right (without the duty) to enter upon any Homesite at any reasonable time for the purpose of planting, inspecting, replacing, maintaining or cultivating trees and shrubs. If any diseased or insect infested trees or other plant life is found, the ARC and/or Declarant may, spray or remove diseased and/or infested trees and other plant life and take such other remedial measures as deemed expedient. The cost thereof applicable to privately owned property may be levied by the ARC as a specific assessment against such property pursuant to the provisions hereof.

3.09 Fences. Initially all fences on an Owner's lot will be constructed by Declarant and/or the Major Developer within one hundred eighty (180) days of the date of the close of escrow on each Lot. The height, design, material and method of construction shall be determined by Declarant and/or the Major Developer. The fence shall entirely enclose the rear portion of the Lot and may extend to the front of the Lot but no further than the front of the residential structure on the Lot. From the street to the front of the residential structure there shall be no fence, wall, hedge or shrub planting over four feet (4') in height. No fence, wall, hedge or shrub planting over three feet (3') in height shall be placed or permitted on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five feet (25') from the intersection of the street property line extended. No tree shall be permitted within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. All fences, walls, hedges and shrub plantings shall conform to the ARC Rules and Design Guidelines. No fence, wall, hedge or shrub planting, other than those constructed or planted by Declarant or Major Developer, shall be constructed, planted or permitted without the prior written approval of the ARC.

3.10 Window Coverings. Curtains, drapes, shutters or blinds which are compatible with the external decor may be installed as window coverings. No window covering shall be made, or shall any window be covered with aluminum foil, cardboard, bedding sheets, spread or blanket, tarp, plastic sheet or similar material or item which is not designed or intended to be used as a window covering.

3.11 External Decor. No structure shall be painted or otherwise decorated in any color or any manner which does not comply with the ARC Rules and Design Guidelines and this Declaration.

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ARTICLE IV
PERMITTED USES AND RESTRICTION - OTHER AREAS

There is hereby granted in favor of Declarant or its successors or assigns an easement for purposes of installing, facilitating, maintaining, repairing, replacing or inspecting sewer, drainage, and underground power lines or other utilities over, under and across the property described in Exhibit "A", attached hereto and incorporated herein by this reference. Any repair or excavation within the Exhibit "A" property shall not be undertaken until all plans and specifications and procedures have been approved by Declarant, its successors and assigns.

4.02 Easement in Favor of Declarant to Facilitate Sales and Resales. There is hereby reserved to Declarant, its agents and employees, the right and exclusive easement to use any units owned or leased by the Declarant as models, management offices, sales and resale offices, or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Project; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the property such advertising signs as may comply with applicable governmental regulations which may be placed in any location on the property and may be relocated or removed all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the exclusive right to erect temporary offices or facilities for models, sales, resales, management, customer service, and similar purposes. The reservation of this easement to facilitate sales also applies to any land annexed or to be covered by these Covenants, Conditions and Restrictions. Any such sales and marketing facilities shall be maintained at the sole cost of the Declarant so long as Declarant is the sole user of such areas.

ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE

5.01 Architectural Review Committee. There shall be an Architectural Review Committee (ARC) which shall consist of three (3) members or five (5) members, all of which shall be designated by Declarant. There may also be two (2) alternate members, either of whom may be designated by the Committee to act as substitute on the Committee in the event of absence or disability of any member. Each member of the Committee shall hold office for a term of one (1) year or until such time as he has resigned or has been removed, as provided herein. Members of the Committee may be removed by the Declarant at any time without cause.

5.02 Declarant's Right of Appointment. The Declarant shall have the right to appoint and remove all members of the ARC, including alternates. Upon sale of the final Lot or Homesite by the Declarant or its successor, the right to appoint and remove all members of ARC shall be automatically transferred to the Owners who shall then have the authority to appoint and/or remove members of

the ARC upon a majority vote. Declarant may at anytime, delegate to Owners the right to appoint or remove one or more members of the ARC.

5.03 Owners Right of Appointment. Any members of the ARC not selected by the Declarant as provided hereinabove shall be elected by a majority of the Owners. Any meeting conducted by the Owners shall require written notice sent to all Owners, at least ten (10) days in advance of such meeting, and any such meeting, to constitute a quorum, shall require fifty-one percent (51%) of the Owners being present in person or by proxy. A majority of Owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion to select members of the ARC. Each Owner shall have one (1) vote for every lot owned. The vote for each such lot may be cast only as a unit and fractional votes shall not be permitted. In the event joint Owners are unable to agree among themselves as to how their vote(s) shall be cast, they shall lose their right to vote on the matter in question. All Persons appointed to the ARC by the Owners shall be Lot Owners. Persons appointed to the Committee by the Declarant, however, need not be Lot Owners. Members appointed or elected to the ARC may serve more than one (1) term.

5.04 Review of Proposed Improvements, Alterations and Changes. Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Review Committee is required, the ARC shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. Except as provided in Sections 2.17 and 2.18 above, prior to commencement of any construction of any Improvement in the Project, the Plans and Specifications therefore shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Declarant, including the inspection of an Improvement, change or alteration in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the Improvement, construction, change, alteration, or addition contemplated thereby in the locations indicated will not be detrimental to the surrounding area or the Project as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval in any way it deems appropriate, and may require submission of additional Plans and Specifications or other information prior to approving or disapproving the material submitted. The Committee may also issue rules or guidelines regarding anything relevant to its functions, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. Such rules shall be known as the Architectural Review

Committee Rules and Design Guidelines. The ARC, at its sole discretion, may require a reasonable fee to accompany each application for approval. Said fee, payable in advance by Applicant, shall be used to cover the ARC and its members' reasonable costs. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval. All improvements shall be constructed in full compliance with all applicable zoning laws, building codes and other laws, ordinances and regulations applicable to the construction, use and occupancy of improvements. The placement of the improvements on a Homesite, the type of roofs, exterior materials and building shapes shall be established in such manner as to be in compliance with the ARC Rules and Design Guidelines and determined to be reasonable in the sole discretion of the Architectural Review Committee.

5.05 Rules:

A. Rulemaking Power. The ARC may, from time to time and subject to the provisions of this Declaration, propose, enact and amend rules and regulations to be known as ARC Rules and Design Guidelines. Such rules may concern, but need not be limited to: matters pertaining to signs; collection and disposal of refuse; minimum standards of maintenance of property; parking and traffic restrictions; installation and maintenance of landscaping; improvements on any property which obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic; procedures for approvals and any other subject or matter within the jurisdiction of the ARC as provided in this Declaration.

B. Notification of Rules. A copy of the ARC Rules and Design Guidelines as they may be from time to time adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may but need not be recorded. The recordation of said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. No ARC Rules may be adopted which materially impair the rights, preferences, or privileges of any Owner as specifically set forth herein.

5.06 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder, but such meetings shall be held at least annually or as otherwise required by law. The Committee may from time to time by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 5.11. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee. The Committee shall keep and maintain a written record of all actions taken by it. All approvals shall be in writing.

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5.07 No Waiver of Future Approvals. The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatsoever subsequently or additionally submitted for approval or consent by the same or a different Person.

5.08 Compensation of Members. The members of the Committee shall not be entitled to compensation for performance of their duties hereunder.

5.09 Non Liability of Committee Members. Neither the Committee nor any member thereof shall be liable to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members.

5.10 Basis for Approval. Except insofar as its duties may be extended with respect to a particular area by a Supplemental Declaration filed by Declarant or a Major Developer, as the case may be, the Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and the Project generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes which may be applicable to the planned construction.

5.11 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, any Supplemental Declaration or the ARC Rules and Design Guidelines, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations may, in its sole and absolute discretion, warrant. Such variances must be consistent with any and all applicable law. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee. If such a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration, Supplemental Declaration or the ARC Rules and Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the

terms and provisions of this Declaration, the ARC Rules and Design Guidelines or any Supplemental Declaration for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

5.12 Obligations with Respect to Zoning and Subdivisions.

The Architectural Review Committee shall require all Persons to comply fully with the zoning and master plan designations and the variances approved for the Project by the Douglas County Board of County Commissioners, and with all applicable federal, state and local laws, regulations and ordinances, insofar as the same is applicable and as the same may hereafter be amended from time to time.

5.13 Breach of Rules and Design Guidelines or Restrictions. In the event of a breach of any ARC Rules and Design Guidelines, or Restrictions contained in this Declaration by an Owner, their family, guests, employees, invitees, licensees or tenants, the ARC, for and on behalf of itself and all other Owners, shall enforce the obligations of each Owner to obey such Rules or Restrictions in any manner provided by law or in equity, including, but not limited to, appropriate hiring of legal counsel, the pursuit of legal action, without notice and hearing as herein provided, for an infraction of such Rules or Restrictions. In addition to the Other remedies herein set forth, including without limitation, assessing the cost of repair of any damage resulting from an infraction of the Rules or Restrictions, the ARC, by majority vote, may levy a fine against such Owner, after appropriate notice and hearing as herein provided, in an amount not to exceed One Hundred Dollars (\$100.00) for each such violation and the payment of such fine may be enforced in the same manner as set forth in Article VI hereof. Prior to imposing any penalty provided herein for breach of any rules enacted hereunder or of the Restrictions contained in this Declaration, the Board shall send written notice to the Owner specifying the nature of the infraction and shall provide an opportunity to the Owner for a hearing before the ARC regarding such infraction and the penalty to be imposed. In the event that the ARC determines that said infraction has occurred and that a penalty shall be imposed, after a reasonable opportunity for a hearing has been provided, the determination of the ARC shall be final. In the event legal counsel is retained or legal action is instituted by the ARC pursuant to this paragraph, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, and reasonable attorneys' fees.

ARTICLE VI
FINES, FEES AND ASSESSMENTS

6.01 Unpaid Fines and Assessments as Liens. The amount of any delinquent fine, fee or Assessment, assessed against any property and any late payment charge attributable thereto, plus interest on such fine, fee or Assessment and charge at a rate not to exceed eighteen percent (18%) per annum simple interest, and the costs of collecting the same, including reasonable attorneys' fees,

shall be a lien upon such Homesite and the Improvements thereto. Such lien shall be prior to any declaration of homestead. Such lien shall be created in accordance with NRS 116.3116 and shall be foreclosed in the manner provided for in NRS 116.31162, 116.31164 and 116.31168. A certificate executed and acknowledged by any two (2) members of the ARC stating the indebtedness secured by such lien amount shall be conclusive as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

6.02 Mortgage Protection. Notwithstanding any other provision of these Restrictions, no lien created under any Article of this Declaration, nor any lien arising by reason of any breach of the Restrictions, Rules and Design Guidelines nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Homesite made in good faith and for value perfected before the date on which the assessment sought to be enforced became delinquent. However, after the foreclosure of any such first Mortgage or Deed of Trust or after any conveyance in lieu of foreclosure, such Homesite shall remain subject to the Association Restrictions and shall be liable for all fines, fees and Assessments and all special Assessments levied subsequent to completion of such foreclosure or delivery of such conveyance in lieu of foreclosure, and to all installments of all regular and special Assessments levied prior to completion of such foreclosure or delivery of such conveyance but falling due after such completion or such delivery.

6.03 Effect of Amendment on Mortgages. Notwithstanding any provision to the contrary, no amendment of this Article shall affect the rights of any Beneficiary whose Mortgage or Deed of Trust has the first and senior priority as provided herein and who does not join in the execution thereof, provided that its Mortgage or Deed of Trust is recorded in the real property records of Douglas County, prior to the recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust shall be subject to such amendment.

ARTICLE VII
MISCELLANEOUS

7.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2050, unless amended as herein provided. After December 31, 2050, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least two-thirds (2/3) of the Owners and recorded in the Douglas County real property records.

7.02 Amendment.

A. Special Provisions. No amendment of Sections 6.02 or 6.03 shall be effective as to any Beneficiary who does not join in the execution thereof provided that its Mortgage or Deed of Trust is recorded in the real property records of the county prior to the recordation of such amendment. Subject to the preceding sentence, and except as set forth below, no amendment of this Section shall be effective unless adopted by a majority of the total number of votes entitled to be cast at the time of the proposed amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Douglas County in the manner herein provided.

B. By Declarant. Except as otherwise provided herein, this Declaration may be amended by only the Declarant so long as Declarant is entitled to exercise any development rights or appoint any members of the ARC; provided, however, that no such amendment by Declarant shall be effective without Notice and a Meeting of the Owners, other than Declarant, entitled to cast eighty percent (80%) or more of the votes entitled to be cast object to such amendment proposed by Declarant. No amendment by Declarant shall be effective until there has been recorded in the real property records of the county, an instrument executed and acknowledged by Declarant and setting forth the amendment, and certifying that the above-mentioned Notice and Meeting was given and held and that the Board did not within fifteen (15) days after said hearing receive written objections to the amendment from the Owners, other than Declarant, entitled to cast eighty percent (80%) or more of the votes entitled to be cast.

C. By Owners. Except as otherwise provided herein, this Declaration may be amended by the recording in the County's real property records of an instrument executed and acknowledged by the Declarant, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast pursuant to Section 2.03. Any Owner may indicate their approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened meeting of the Owners.

7.03 Notices. Any notice permitted or required to be given by the Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Committee for the purpose of service of notices, or to the residence of such Person if no address has been given to the Committee. Such address may be changed from time to time by notice in writing given by such Person.

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7.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Project and of promoting and effectuating the fundamental concepts set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Nevada.

7.05 Enforcement and Non Waiver.

A. Right of Enforcement by Owners and Declarant. Except as otherwise provided herein, any Owner, at their own expense, and Declarant and the ARC shall have the right to enforce all of the provisions of this Declaration and the ARC Rules and Design Guidelines. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. The right of any Owner to so enforce such provisions shall be equally applicable without regard to whether the land (or other interest) of the Owner seeking such enforcement or the land (or other interest) whereon or with respect to which a violation of such provision is alleged is initially set forth on Exhibit "A" or is thereafter subject to this Declaration.

B. Right of Enforcement by Park Cattle Company and its Successors and Assigns. Park Cattle Company sold the Project to Declarant and as a condition of sale, reserved the right of enforcement of certain sections of this Declaration in favor of itself and its successors and assigns. Accordingly, Park Cattle Company, as the owner of the real property described in Exhibit "B", attached hereto and by this reference incorporated herein, and the successors and assigns to said property without the requirement of posting a bond or other security, shall be entitled to specific performance and injunctive relief from Declarant, its successors and assigns, with respect to enforcement of the restrictions set forth in Sections 2.03, 2.06, 2.07, 2.15, 2.16 and 3.02 for a period of fifteen (15) years from the date of this Declaration at which time this right of enforcement shall cease. During said fifteen (15) year period, the Declarant, and its successors and assigns, shall not be permitted to amend the above-referenced Sections without the consent of Park Cattle Company or its successors and assigns as owners of the property described in Exhibit "B". The prevailing party in any suit brought pursuant to this Section 7.05 B. to enforce the restrictions set forth in Sections 2.03, 2.06, 2.07, 2.15, 2.16 and 3.02 shall be entitled to reasonable attorney's fees and costs incurred in such enforcement and in the event any term of Sections 2.03, 2.06, 2.07, 2.15, 2.16 and 3.02 or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of Sections 2.03, 2.06, 2.07, 2.15, 2.16 and 3.02 or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of Sections 2.03, 2.06, 2.07, 2.15, 2.16 and 3.02 shall be valid and enforceable to the fullest extent.

C. Violation a Nuisance. Every act or omission whereby any provision of this Declaration or the ARC Rules and

Design Guidelines is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner, at their own expense, the ARC or by Declarant, whether or not the relief sought is for negative or affirmative action. However, only Declarant and the duly authorized agents thereof may enforce by self-help any of the provisions of this Declaration and then only if such self-help is preceded by reasonable notice to the Owner in question.

D. Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within the Project is hereby declared to be a violation of the this Declaration and subject to all of the enforcement procedures set forth in said Restrictions.

E. Remedies Cumulative. Each remedy provided for herein is cumulative and not exclusive.

F. Non Waiver. The failure to enforce any provision of this Declaration or the ARC Rules and Design Guidelines at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said documents.

7.06 Construction.

A. Restrictions Severable. Notwithstanding the provisions of the foregoing, each of the provisions herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All Captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, Sections or Articles hereof.

D. Liberal Construction. It is the intention of Declarant that this Declaration be liberally construed to promote the purpose of a well planned community, reserving to the Declarant the rights necessary to complete the project and to insure the integrity of the interrelated land uses.

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

By: Andrew W. Mitchell

ANDREW W. MITCHELL
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STATE OF NEVADA)
County of Douglas) ss.

On October 6, 2004, before me, the undersigned, a notary public, personally appeared Andrew W. Mitchell personally known to me to be the President of SYNCON Homes, a NV Corp, who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned on behalf of said corporation.

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



Donna Sue Hawkins
Notary Public

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**DESCRIPTION
ADJUSTED PARCEL 32B
(A.P.N. 1320-29-000-009)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 20 and the Northeast one-quarter (NE $\frac{1}{4}$) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T. 13N., R. 20E., M.D.M., as shown on the Amended Record of Survey for Bently Nevada Corporation recorded June 16, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 180280 and being the southwest corner of Adjusted Parcel 32B as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company recorded September 18, 2003 in said office of Recorder as Document No. 590378, the POINT OF BEGINNING;

thence along the westerly line of said Adjusted Parcel 32B, North 00°41'53" East, 2651.39 feet to a 5/8" rebar with tag RLS 3579, the north one-quarter corner of said Section 29;

thence along the north line of the Northeast one-quarter of said Section 29, South 89°13'25" East, 15.06 feet to a 5/8" rebar, no tag,

thence along the westerly line of said Adjusted Parcel 32B, North 00°48'57" East, 395.60 feet;

thence along the northerly line of said Adjusted Parcel 32B, South 89°30'10" East, 1629.81 feet;

thence along the easterly line of said Adjusted Parcel 32B, South 00°30'17" West, 403.54 feet to a point on said north line of the Northeast one-quarter of Section 29;

thence continuing along said easterly line of Adjusted Parcel 32B, South 00°30'17" West, 1565.76 feet to the northeast corner of Parcel 32A as shown on the Record of Survey for Slash Bar H Limited Partnership and Douglas County School District recorded June 20, 1995 in said office of Recorder as Document No. 364421,

thence along the northerly line of said Parcel 32A, North 89°29'43" West, 660.00 feet to the northwest corner of said Parcel 32A,

thence along the westerly line of said Parcel 32A, South 00°30'17" West, 660.00 feet to the southwest corner of said Parcel 32A;

thence along the southerly line of said Parcel 32A, South 89°29'43" East, 660.00 feet to the southeast corner of said Parcel 32A,

thence along said easterly line of Adjusted Parcel 32B, South 00°30'17" West, 60.00 feet to the southeasterly terminus of Baler Street, a 60-foot wide non-exclusive public access and utility easement as recorded June 20, 1995 in said office of Recorder in Book 695, at Page 2977, as Document No. 364415;

thence along the southerly line of said Baler Street, North 89°29'43" West, 610.00 feet;

thence along the arc of a curve to the left having a radius of 20.00 feet, central angle of 90°00'00", and arc length of 31.42 feet;

thence along the easterly line of Sanford Way, a 60-foot wide non-exclusive public access and utility easement as recorded in said Book 695, at Page 2977, as Document No. 364415, South 00°30'17" West, 320.00 feet to a point on the north line of Buckeye Road, a 60-foot wide access and utility easement as shown on said Amended Record of Survey for Bently Nevada Corporation,

thence continuing South 00°30'17" West, 19.70 feet to a point on the south line of the Northeast one-quarter of said Section 29,

thence along said south line of the Northeast one-quarter of Section 29, North 89°23'21" West, 1025.97 feet to the POINT OF BEGINNING, containing 100.18 acres, more or less

The Basis of Bearing of this description is South 89°27'12" East, the east-west center section line of Section 28, T.13N., R.20E., M.D.M. as shown on the Amended Record of Survey for Bently Nevada Corp. recorded June 16, 1988 in said office of Recorder as Document No. 180280

Note: Refer this description to your title company before incorporating into any legal document

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

