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DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
OLD SAW MILL INDUSTRIAL PARK, LLC

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
OLD SAW MILL INDUSTRIAL PARK, LLC

THIS DECLARATION, is made this ____ day of _____, 2009, by OLD SAW MILL INDUSTRIAL PARK, LLC, a Nevada limited liability company, hereinafter referred to as "Declarant."

The Declarant is the owner of that certain real property located and situated in Gardnerville, Nevada, more particularly described in Exhibit A, which is attached hereto and by reference made a part hereof, hereinafter referred to as "Property."

Declarant considers it desirable and appropriate to establish covenants, conditions and restrictions upon the Property to establish a general plan for the development and improvement of the Property that shall benefit the use, occupancy and enjoyment of the Property and will enhance and protect the value, desirability and attractiveness of the Property.

Declarant covenants and declares that the Declarant's interest in the Property shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied used and improved subject to covenants, conditions and restrictions which are declared to be for the benefit of the Property, and the owners of Parcels, their successors and assigns. These covenants, conditions, conditions and restrictions shall run with the Property, and all interests therein, and shall be binding on all parties having or acquiring any right, title or interest in the Property, Parcels, or any interest therein, whether as full owners, joint owners, lessees, tenants, occupants, trustees, or otherwise, and shall inure to the benefit of each owner thereof and are imposed upon the Property, and any interest therein, as a servitude in favor of each and every interest in the Property as the dominant tenement or tenements.

ARTICLE I

GENERAL PROVISIONS

1.01 Establishment of Restrictions and Covenants. Declarant, owner of the Property, declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth. Each of the restrictions and covenants are for and shall insure to the benefit of and pass with each and every Parcel and apply to and bind the heirs, assignees and successors in interest of each and every owner of Parcels within the Property.

1.02 Restrictions Operate as Covenants. Each purchaser of any portion of the Property covenants and agrees with Declarant, its successors and assignees to use the Parcels located on the Property only in accordance with the restrictions herein set forth and to refrain from using the



Parcels or the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

1.03 Purpose of Restrictions and Covenants. It is the intent and purpose of these covenants and restrictions to allow the location on the Property of general industrial activities, provided that such activities are confined to the Property and do not cause unreasonable interference with other permitted uses on the Property, nor contain a high hazard potential due to the nature of the products, material, or processes involved. It is further the intent and purpose of these Covenants, Conditions, and Restrictions create a maintenance agreement among the Owners, to control uses of the Property, and to expressly prohibit certain uses of the Property.

ARTICLE II

DEFINITIONS

2.01 Architectural and Landscape Control Committee. The Committee created pursuant to Article V hereof (hereinafter referred to as the "Committee").

2.02 County. Douglas County, Nevada.

2.03 Declarant. Old Saw Mill Industrial Park, LLC, a Nevada limited liability company.

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

2.05 Design Standards. Shall have the meaning as set forth in Section 5.05 of this Declaration.

2.06 Improvement. Any structure and all appurtenances thereto of every type and kind, including but not limited to building, outbuilding, 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.

2.07 Lot. The fractional part of blocks as divided and subdivided on subdivision maps of the Official Records of Douglas County.

2.08 Owner. The record owner of any Parcel subject to this Declaration. Owner shall include the Buyer under any Agreement of Purchase and Sale of Real Property and shall exclude the Declarant thereunder and those having an interest in any property that is subject to this Declaration solely for security for the performance of an obligation.



- 2.09 Parcel. Any portion of the Property, including Lot and Site as defined herein.
- 2.10 Person. A natural individual or any other entity with the legal right to hold title to real property.
- 2.11 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 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.
- 2.12 Property. All real property described in Exhibit A.
- 2.13 Setbacks. Setbacks from the property line on each side and on the back of each lot shall be ten (10) feet, and the front set back shall be thirty-five (35) feet; except that corner lots shall have side set backs of fifteen (15) feet. Interior lot lines for a corner lot shall be considered side lot lines.
- 2.14 Sign. Any structure, devise, or contrivance, electric or non-electric, and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting, devise or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fasten or affixed.
- 2.15 Site. All contiguous land under one ownership and tenancy; provided, however, that multiple occupancy of a building does not destroy a parcel's character as a Site.
- 2.16 Streets. Reference to all streets or rights-of-way within this Declaration shall mean dedicated vehicular rights-of-way.
- 2.17 Supplemental Declaration. Any declaration of covenants, conditions and restrictions which may be hereafter recorded by Declarant.

ARTICLE III

GENERAL RESTRICTIONS & ASSESSMENTS

All Parcels within the Property shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the Design Standards and the following limitations, restrictions and assessments:

- 3.01 Subdividing. No Parcel which is part of the Property shall be divided or subdivided to be less than one (1) acre, nor may any easement or other interest therein (less than the whole) be



conveyed by the Owner thereof without the prior written approval of the Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Parcel, and convey any easement or other interest less than the whole, all without the approval of the Committee; and provided, further, that nothing herein shall be deemed to require the approval of the Committee for the transfer or sale of any Parcel, 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.

3.02 Nuisances. No portion of the Property shall be used in such a manner as to create a nuisance to adjacent sites, such as, but not limited to, vibration, sound, electro-mechanical disturbances, electro-magnetic disturbances, radiation, air or water pollution, dust, emission or odorous, toxic or noxious matter, beyond reasonable acceptable levels expected from Permitted Uses set forth in Section 4.01 hereinbelow. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property and no odors shall be permitted to arise therefrom so as to render the Property or an portion thereof unsanitary, unsightly, offensive or detrimental to any neighboring property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to neighboring property for its zoned use. 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 the Property without the prior written approval of the Committee.

3.03 Repair of Improvement. No Improvement hereafter constructed upon any Parcel within the Property 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.

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

3.05 Drainage. There shall be no interference with established drainage patterns over any portion of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Committee.

3.06 No Temporary Structures or Outbuildings. No tent or shack or other temporary building, Improvement, outbuilding or structure shall be placed upon the Property, except that the temporary structures necessary for: security; or for storage of tools and equipment and for office space for architects, builders and foremen during actual construction which may be maintained with prior approval of the Committee. The Committee shall determine the appropriate nature, size, location and duration of such structure, except as specifically provided in Section 4.01, below. Mobile homes and/or other pre-fabricated housing no older than ten years old at the time



of placement on the Property, used in conjunction with a Permitted Use as defined by Section 4.01 herein, and as allowed by the County, are allowed on the Property.

3.07 Exemption of Declarant. Neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of, the Committee.

3.08 Sewer Plant Assessment. The Property shall be served, upon approval by the County, by a temporary onsite commercial denitrifying package treatment plant ("Plant"), and each Lot and/or Parcel shall be assessed first by the Declarant, later by the Committee, and then by the County upon dedication of the Plant. Each Lot and/or Parcel will be assessed its proportionate share of the cost of continued operation and maintenance of the Plant. In addition, each Lot and/or Parcel owner will be assessed by the Declarant or its assigns, and each owner shall pay, a sewer hook-up fee upon initial tie-in to the Plant system, in an amount proportionate to the share of the cost of Plant construction and/or capacity.

ARTICLE IV

PERMITTED USES, RESTRICTIONS AND EASEMENTS

4.01 Permitted Uses. Each and every Parcel is restricted to the following permitted uses: building contracting shop, carpentry, woodworking or furniture making facility, lumber yards for wholesale and retail building materials, agricultural products processing and storage, commercial nursery, limited agricultural uses, open agricultural uses, commercial bakery, commercial laundry and dry cleaning, equipment rental, light industrial, machine shop, bulk petroleum storage, outside storage, solid waste transfer facility, day care center (large and small), emergency care facility, education facility, professional office, uses for community significance, retail or wholesale garden store, restaurant, helistop, ride facilities, parking structure and lot, central office of telecommunication company, public safety, sewer or water transmission lines, telecommunications site, telecommunication facility, utility service facility, water tank, water treatment facility or sewer lift station, treated effluent irrigations, personal storage facility, recreation vehicle sales, service, and storage, warehouse and distribution center, accessory dwelling and outside storage, temporary batch plant, temporary construction or sale office, temporary dwelling unit, or temporary seasonal sales lots.

4.02 Prohibited Uses. No lot shall be used for residential (except for a designated caretaker), slaughter houses, meat packing plants, wrecking yards, salvage yards, permanent batch plants, disposal sites, and toxic chemical storage or use.

4.03 Permits. The above listed Permitted Uses [X] have [] have not been approved by Special Use Permit by Douglas County on July 10, 2006. Each Lot [X] is [] is not subject to a Special Use Permit requirement and is subject to the development standards of these Covenants, Conditions, and Restrictions and the Design Review requirements of Douglas County.

4.04 Utilities Easement. 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 and each Parcel thereof. Any repair or excavation within the Property shall not be undertaken until all Plans and Specifications and procedures have been approved by Declarant, its successors or assigns.

ARTICLE V

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

5.01 Members of Committee. Initially, the Committee shall consist of Declarant. After more than seventy-five percent (75%) of the Lots are sold, the Committee shall consist of no fewer than three (3) members nor more than five (5) members, all of which shall be initially 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 thereof. Each member of the Committee shall hold office until such time as he has resigned or has been removed, as provided herein.

5.02 Declarant's Right of Appointment. The Declarant shall have the right to appoint and remove all members of the Committee, including alternates, until ninety percent (90%) of Lots are sold.

5.03 Rights of Owners Upon Expiration of Declarant's Right of Appointment. Any member of the Committee shall have the power and right to resign at any time. Upon expiration of Declarant's Right of Appointment, a Committee member may be removed at any time, without cause, by a majority vote of the Owners. In the event of the resignation or removal of a Committee member after the expiration of Declarant's Right of Appointment, the replacement shall be selected by a majority of the Owners. If a majority of the Owners cannot agree upon a replacement within sixty (60) days of the vacancy, Declarant may appoint the replacement member.

5.04 Review of Proposed Construction. The construction of any Improvement shall not be commenced, and any addition, change, or alteration thereto, shall not be made until the Plans and Specifications for said Improvement is approved by the Committee. In approving or disapproving such Plans and Specifications, the Committee shall take into consideration the Covenants, Conditions, and Restrictions of this Declaration, harmony of external design and location in relation to surrounding structures, the Design Standards listed below, and the nature, use, shape, height, materials and location of the structures.

5.05 Design Standards. The Committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote rules and regulations to be known as Design



Standards interpreting and implementing the provisions of this Declaration and setting forth procedures and design and construction criteria to be followed in submitting proposals to the Committee. Unless and until the Committee adopts new Design Standards, the following shall apply.

a. Landscaping. Upon substantial completion of the Improvement, the Owner shall have completed the landscaping of the Improvement in compliance with the Plans and Specifications therefor submitted to and approved in writing by the Committee. The general landscaping design shall comply with County requirements. Landscaping and parking areas shall be maintained by the Owners in an attractive and safe condition, in accordance with this Declaration.

b. Exterior Materials and Decor. Exterior building materials and colors shall be in keeping with the natural surroundings and not objectionable or detrimental to neighboring Parcels. All exterior colors and building materials shall be reviewed and approved by the Committee prior to installation. No unpainted metal buildings shall be allowed.

c. Set Back Areas. All Parcels will be engineered so as to allow for the construction of a Improvements thereon. No construction will be allowed within the stated set-back areas except in unusual situations and then only with the written approval of the Committee. No Improvement shall be erected, placed or altered on any Parcel until the construction Plans and Specifications have been approved in writing by the Committee as to location and finish grade elevation. Building set-backs shall be thirty-five (35) feet from the front property line and shall not be located closer than ten (10) feet from the side or back property lines. Any exceptions hereto shall be made with reference to the City municipal code as a guide only. Side or rear yard setbacks may be disregarded, upon written approval from the Committee, between adjoining lots owned by one owner who places a single building or facility on both lots. Owner may reduce any set back by twenty percent (20%) with the written approval of the Committee and the County. Except for access drives, setbacks shall be landscaped according to the Design Standards.

d. Loading Areas. No loading dock or area is allowed on the front of any building or in the front yard setback. Loading dock areas shall be to the side or rear of any building. Any loading dock shall be screened from view with landscaping or fencing.

e. Storage Areas. All outdoor storage shall be visually screened from streets and adjacent property. Said screening shall form a complete opaque screen up to a point six (6) feet in vertical height. No fencing is permitted above six (6) feet in height. No storage shall be permitted between a frontage street and the building line.

f. Refuse Collection Areas. All outdoor refuse collection areas shall be visually screened from access streets and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage street and the building line.



g. Telephone and Electrical Service. All "on site" electrical lines and telephone lines shall be placed underground.

h. Fences. No fences shall be installed or constructed on a Parcel except in compliance with plans and specifications submitted to and approved in writing by the Committee as to harmony with external design and location in relation to surrounding structures.

i. Parking and Access Easements. Each Parcel shall contain parking areas sufficient to serve its Improvements required by County standards, and wherever possible, vehicular and pedestrian access shall be provided for between Parcels.

j. Amendment. These Design Standards may from time to time be amended or repealed by the Committee and true copies shall be maintained by the Committee and made available to any Owner or potential Owner for inspection upon request.

5.06 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. 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.

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 Submittal of Plans. Before any construction activity for an Improvement begins, the following shall be submitted to the Committee: (i) two (2) sets of complete construction plans, prepared and signed by the Owner, and approved by the Douglas County Building Department, and (ii) two (2) sets of prints or drawings showing external color scheme and materials, and (iii) two (2) copies of plot plans showing the location of the Improvement with respect to Parcel boundaries. Upon approval, one set of the documents will be marked "approved" and returned to the Owner or its agent, and the other set shall be retained by the Committee. In the event the Committee fails to approve or disapprove such Plans and Specifications within sixty (60) days after the same have been duly submitted in accordance with any rules regarding such submission, such Plans and Specifications shall be deemed approved.



5.09 General Provisions. The Committee may establish reasonable rules and procedures and access a fee, not to exceed \$350 per submission of plans, in connection with review of Plans and Specifications. The address of the Committee shall be the principal office of Declarant, and such address shall be the place for the submittal of plans and specifications and the place where the current Design Standards shall be kept.

5.10 Nonliability of Committee Members. Neither the Committee nor any member thereof nor the Declarant 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 Declarant's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members or the Declarant, 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. 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 Variations. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, 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 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 or any Supplemental Declaration 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 Design Standards 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.

ARTICLE VI

TERM, TERMINATION AND AMENDMENT

6.01 Term. This Declaration and every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty five (25) years from the date hereof, unless otherwise specifically provided. Notwithstanding the foregoing, that the



Term of this Declaration shall automatically renew for additional twenty-five (25) year periods unless the Owners elect to terminate this Declaration pursuant to Section 6.02, below, in which event the Owners shall record a notice of termination of this Declaration in the County Office.

6.02 Termination and Amendment. This Declaration, every provision hereof, and every Covenant, Condition and Restriction contained herein may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, with the written consent of the owners of sixty five per cent (65%) of the Property, based on the number of square feet owned as compared to the total number of square feet so specified, provided however, that so long as Declaration owns at least twenty percent (20%) of the Property, no such termination, extension, modification, or amendment shall be effective without the written approval of Declarant hereto. No such termination extension, modification, or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the County Recorder of Douglas County, Nevada.

ARTICLE VII

MISCELLANEOUS

7.01 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 of Declarant for the purpose of service of notices, or to the residence of such Person if no address has been given to the Committee or Declarant. Such address may be changed from time to time by notice in writing given by such Person to the Committee or Declarant.

7.02 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property as set forth in Article I of this Declaration.

7.03 Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supercede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provision of any deed of trust, any purchaser of such sale, and his successors and assigns, shall hold any and all such property purchased subject to all of the restrictions, covenants and other provisions of this Declaration.

7.04 Enforcement and Nonwaiver.

a. Right of Enforcement. Except as otherwise provided herein, any Owner, at their own expense, Declarant and the Committee shall have the right, though not the duty, to enforce all of the provisions of this Declaration against any property within the Project and the Owners thereof. 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 or is hereafter made subject to this Declaration.

b. Violation a Nuisance. Every act or omission whereby any provision of the Declaration 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, by Declarant, or by the Committee, whether or not the relief sought is for negative or affirmative action. However, only Declarant, and its duly authorized agents may enforce by self-help any of the provisions of the Declaration, and then only if such self-help is preceded by reasonable notice to the Owner in question.

c. 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 Declaration and subject to all of the enforcement procedures set forth in said Declaration. In the event the Declaration imposes standards stricter than those required by federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within the Property, the provisions contained within the Declaration shall control.

d. Nonwaiver. The failure to enforce any provision of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Declaration.

7.05 Construction.

a. Restrictions Severable. Each of the provisions of the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any 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 industrial development, reserving to the Declarant the rights necessary to complete the project and to insure the integrity of the interrelated land uses.

e. Applicable Law. This Declaration shall be construed and governed under the laws of the State of Nevada.

7.06 Attorneys' Fees. In any legal or equitable proceeding for the enforcement or to refrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay actual costs and actual attorneys' fees incurred by the prevailing party or parties in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

DATED this 13 day of March, 2009.

DECLARANT:

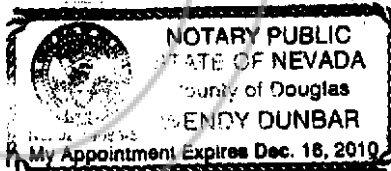
OLD SAW MILL INDUSTRIAL PARK, LLC,
a Nevada limited liability company

By:


PETER BEEKHOF, JR., Manager

STATE OF NEVADA)
) : ss.
Douglas)

on March 13, 2009, personally appeared before me, a notary public, PETER BEEKHOF, JR., personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of OLD SAW MILL INDUSTRIAL PARK, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing document on behalf of said company.




NOTARY PUBLIC

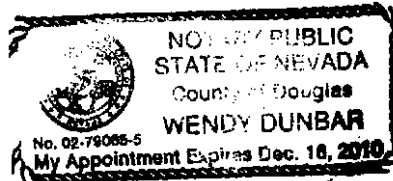


EXHIBIT "A"

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

A parcel of land located within a portion of Section 11, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Northeast corner of Tract 2 as shown on the Record of Survey to Accompany a Lot Line Adjustment for David A. Williams as recorded on the 28th day of June 1996, in Book 696, at Page 5301, Document No. 391147 in the office of the Recorder, Douglas County, Nevada; thence along the East line of said Tract 2, South 01°09'29" East, 660.99 feet to the Northeast corner of Tract 3 per said Record of Survey; thence South 00°24'45" West, 502.61 feet to the TRUE POINT OF BEGINNING; thence continuing along said Tract 3, South 00°24'45" West, 822.47 feet to the Southeast corner of said Tract 3; thence North 89°49'24" West, 2223.33 feet to the Southwest corner of said Tract 3; thence North 22°05'42" East, 234.07 feet; thence North 32°02'34" East, 395.53 feet; thence North 14°41'55" East, 152.14 feet; thence North 04°18'52" West, 127.60 feet; thence South 89°40'14" East, 1902.38 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey to support a boundary line adjustment, recorded May 15, 2000, in Book 0500, at Page 3909, as Document No. 491987.

Note: Legal description previously contained in Book 0905 at Page 3102 as Document No. 654646 recorded on September 9, 2005.

