

Assessor's Parcel Number: 1219-14-002-051 et al.

Recording Requested By:

Name: NATHAN A. LEISING

Address: 850 FLYING EAGLE RANCH LANE

City/State/Zip GARDNERVILLE, NEVADA 89460

Real Property Transfer Tax:

DOC # **0797570**  
02/21/2012 11:21 AM Deputy: PK

**OFFICIAL RECORD**

Requested By:

**NATHAN A LEISING**

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 19 Fee: 32.00

BK-0212 PG- 3711 RPTT: 0.00



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REVISED AND RESTATED CC+R'S

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

**REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EAGLE VIEW MEADOWS ESTATES**

This **REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Revised Declaration") is made this \_\_\_ day of February, 2012, by Flying Eagle Ranch, LLC, William R. Kugler and Colleen Susan Coffey (husband and wife, as joint tenants).

**RECITALS:**

WHEREAS, on October 15, 2003, the Declarant, Flying Eagle Ranch, LLC, executed the Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded with the Douglas County Recorder as Document Number 0593609;

WHEREAS, the Declaration subjected all of the Property in Exhibit "A" to the Declaration, except for the real property described in Exhibit "B";

WHEREAS, Declarant has subsequently conveyed certain property subject to the Declaration to William R. Kugler and Colleen Susan Coffey;

WHEREAS, Declarant and the above Owners, constituting more than 80% of the Property, hereby consent and desire to revise and restate the Declaration, thereby meeting and exceeding the intent and requirements for amending the Declaration as set forth in Section 10.2 of the Declaration;

WHEREAS, Declarant and the Owners desire and intend to dissolve the homeowners' association and to remove or revise a certain number of covenants, conditions and restrictions as provided for in the Declaration; and

WHEREAS, Declarant and the Owners desire to be bound by a new private road maintenance provision and to create new mechanisms for enforcing the covenants, conditions and restrictions;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

That the Declaration is revoked, revised and restated as fully set forth below.

[INTENTIONALLY LEFT BLANK]

DECLARATION:

NOW, THEREFORE, in furtherance of the above-stated desires, intentions and objectives, Declarant and Owners hereby declare all of the property referred to herein as the Property, and more particularly described and depicted in Exhibit "A" attached hereto and incorporated by this reference as if fully set forth herein (except for that portion described in Exhibit "B"), is and henceforth shall be owned, held, transferred, conveyed, encumbered, leased, hypothecated, improved, used, occupied, enjoyed and otherwise affected in any manner subject to this Declaration and the following easements, declarations, limitations, covenants, conditions, restrictions and equitable servitudes and the same shall constitute a general plan for the division, ownership, improvement, parceling, sale, uses and occupancy of the Property, to enhance the value, desirability and quality of the Property.

This Declaration shall run with the Property and all parts and parcels thereof and shall be binding on all parties having any right, title or interest in any portion of the 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 Property against any other owner, tenant or occupant of said real property or portion thereof similarly restricted by this Declaration.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

- 1.1 [INTENTIONALLY LEFT BLANK]
- 1.2 [INTENTIONALLY LEFT BLANK]
- 1.3 [INTENTIONALLY LEFT BLANK]
- 1.4 [INTENTIONALLY LEFT BLANK]
- 1.5 [INTENTIONALLY LEFT BLANK]
- 1.6 [INTENTIONALLY LEFT BLANK]
- 1.7 [INTENTIONALLY LEFT BLANK]
- 1.8 [INTENTIONALLY LEFT BLANK]
- 1.9 [INTENTIONALLY LEFT BLANK]

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

1.11 [INTENTIONALLY LEFT BLANK]

1.12 [INTENTIONALLY LEFT BLANK]

1.13 [INTENTIONALLY LEFT BLANK]

1.14 **Declarant.** The Declarant shall initially mean Flying Eagle Ranch, LLC; however, it shall also include any Successor Declarant(s). Because there may be more than one Declarant, the term shall include the plural.

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

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

1.17 **Eagle View Meadows Estates Restrictions.** This Declaration, together with any and all Supplemental Declaration(s) which may be recorded pursuant hereto, as this Declaration or said Supplemental Declaration(s) may be amended from time to time.

1.18 **Improvement.** Any structure and all appurtenances thereto of every type and kind, including but not limited to any building, outbuilding, patio, tennis court, 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 or 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.

1.19 **Lot.** Any unit of land, not smaller than 19 acres, which is designated on a recorded Subdivision plat or Parcel Map for the Property, whether or not improved, for a single-family residence, also referred to herein as "Unit."

1.20 [INTENTIONALLY LEFT BLANK]

1.21 [INTENTIONALLY LEFT BLANK]

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

1.23 **Notice and Hearing.** Ten (10) days' written notice given as provided in Section 10.3 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.

1.24 **Owner.** The record owner of any Lot is subject to this Declaration. "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.

1.25 Person. A natural individual, trust, entity or agency, legal or otherwise.

1.26 [INTENTIONALLY LEFT BLANK]

1.27 Property. All real property and Improvements thereto currently situated in Douglas County and more particularly described as Eagle View Meadows Estates, as described and depicted in Exhibit "A" (except for that portion in Exhibit "B").

1.28 Purchaser. A purchaser who is unrelated to Declarant or any other 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 improvements, development or sale of Property.

1.29 Record, Recorded, and Recordation. With respect to any documents, the recordation of such document in the office of the Clerk and Recorder of the county of wherein the land lies.

1.30 [INTENTIONALLY LEFT BLANK]

1.31 Residence. A dwelling and appurtenant structures on a Lot intended for the use and occupancy by a Single Family.

1.32 Single Family. Persons who are related to one another by blood, marriage or legal adoption, or a group of not more than four persons not so related, together with their domestic employees and servants who maintain a common household in a residential unit and casual guests or invitees as defined by applicable zoning laws and other state and local laws, rules and regulations.

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

1.34 Subdivision. A parcel of land which has been shown on a final or recorded subdivision plat pursuant to N.R.S. Chapter 278, 278A or Chapter 116, as amended.

1.35 Successor Declarant. Successors-in-interest of the Declarant, who acquire an interest in the Property, or any portion thereof, and to whom any rights which are personal to Declarant and which may be exercised only by Declarant have been assigned by a written assignment or court order which is duly recorded, and the assignee(s) of any Successor Declarant who becomes a Successor Declarant under a duly recorded written instrument. A

Successor Declarant hereunder shall cease to be a Successor Declarant at such time that it ceases to own an interest in any portion of the Property and designates a Successor Declarant in the manner provided in this Section. A Successor Declarant, by reason of its acquisition of the Declarant's interest in the Property, enjoys all of the rights, entitlements and duties afforded the Declarant under this Declaration.

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

1.37 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 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

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ARTICLE III

PERMITTED USES AND RESTRICTIONS -RESIDENTIAL AREAS

3.1 Residential Use. Except as provided in Section 3.3, hereinbelow, no Lots shall be used except for private, residential purpose, nor shall any structure be erected or maintained upon any of said lots other than a single family dwelling, for said purpose, together with appurtenant and usual ancillary permanent buildings, including a private garage, or garages, which may either be separate or made part of the dwelling house. Such garage or garages shall be used only in connection with a residential dwelling house or for storage owner's personal effects. In addition, other auxiliary structures necessary for the conduct of agricultural or ranching operations (including, but not limited to, barns, stables, sheds, pump houses, corrals and fences) may be erected on said lots, according to and subject to applicable laws, ordinances, codes or rules.

No non-agricultural businesses or commercial enterprise may be maintained, carried on or conducted on the Property except for home-based businesses conducted within the confines of the residence. Any home-based business or agricultural business carried on or conducted upon said property shall not cause any noise or offensive activity which shall then become an annoyance or nuisance to the neighborhood. Normal fencing and ranching activities and the resulting effects therefrom (including, for example, smoke from routine ranching fires, livestock odors, dust occasioned by routine farming practices, hunting, etc.), however, shall not constitute an annoyance or nuisance for purposes of this Declaration and

shall not be subject to restraint, abatement or injunctive relief at the request of the Declarant or any Owner.

3.2 Agricultural, Farming and Ranching Use. In addition to residential use, all Lots within the Property may be used for agricultural, farming and/or ranching purposes. Accordingly, the Owners or other residents of any Lot are hereby authorized to conduct or undertake such agricultural, farming and ranching activities, including the raising of livestock, as are permitted by the applicable laws, ordinances and rules for the Property. This provision, however, does not authorize an Owner or any resident to conduct any food processing or slaughter house-type operations on the Property or to raise and maintain more than five hundred (500) farm animals or head of livestock at any one time on any one 19-acre parcel. Further, any use of a Lot under this provision, other than leaving the Lot unused, must be carried out in conjunction with a residential use; all Lots within the Property, if used at all, must at least be used for residential purposes.

3.3 Fences. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot so as to obstruct the line of sight within such distance of such intersections unless the obstruction is maintained at sufficient height to prevent such line-of-sight obstruction from the roadway. Shade trees and other plantings shall be encouraged within the public easements, if any, rights-of-ways or private areas for the enhancement of the entire area.

3.4 Solar or Alternative Energy Systems. No solar, wind or alternative energy systems shall be installed on this property which requires metal reflective roofs or collecting apparatus which may be deemed aesthetically annoying or displeasing to the neighborhood.

3.5 Lighting. No night-guard or other lighting which may be objectionable to either an individual residence or the neighborhood in general may be installed on any parcel. All outdoor lighting shall be downward adjusted in order to minimize interference with adjacent properties and maximize the beauty of the night sky.

3.6 [INTENTIONALLY LEFT BLANK]

3.7 Temporary Structures. No structure of temporary character, trailer, vehicle, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

3.8 Nuisance. Except as provided in Section 3.1 above, no noxious, obnoxious or offensive activity shall be carried on in any Lot or Residence, nor shall any activity be conducted which may be or become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment of each resident.

3.9 Storage of Materials. Trash, garbage, or other waste shall be kept in sanitary containers. No lot or adjacent open area shall be used as a dumping ground for rubbish. All incinerators and garbage cans shall be kept in clean and sanitary condition and stored out of sight from the street except for the 12 hours before and after garbage pickup.

3.10 Vehicles. No recreational or commercial vehicles including, but not limited to, trucks, mechanical equipment, boats, trailers, or motor homes, shall be permitted to remain upon any Lot, except for a reasonable and limited time, unless kept within an enclosed area and obstructed from view from the street or adjoining residences. It is the intent of this restriction to prohibit the storage of vehicles in such a manner as to be an unattractive nuisance in the neighborhood. Accordingly, no owner shall violate the spirit of, nor the intent to, retain the best possible visual conditions on the Lots.

#### ARTICLE IV

#### GENERAL RESTRICTIONS

4.1 Antennas. No exterior radio or television antenna may be erected on any Lot when such equipment interferes with or prohibits the normal reception of a radio, TV, or other communication equipment to any resident of that real property to which this Declaration applies. No radio or TV tower may be erected on any parcel in excess of 10 feet above ground level and must be in the rear of the principal house within an area designated by extending a line from the end or side of the building straight back to the rear of the lot a 90 degrees from the street in front of the building. No aerial or satellite dish in excess of 36" in diameter shall be erected or maintained on any Lot unless it is hidden from view.

It is the intent of this restriction to prevent the location of antennas, satellite dishes and similar devices in such a way as to protect each dwelling from being subjected to unsightly devices in the neighborhood.

4.2 No Further Subdividing. No Lot shall be further divided or subdivided (except as provided by county code or local ordinance) unless each resulting Lot is at least 19 acres, nor may any easement or other interest therein (less than the whole) be conveyed by the Owner(s) thereof; provided, however, that if the Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot in accordance with the current county codes.

4.3 [INTENTIONALLY LEFT BLANK]

4.4 [INTENTIONALLY LEFT BLANK]

4.5 House Size. No residence may be constructed containing less than 2,000 square feet of prime living area. Garages, basement, patios, breeze ways, etc. will not be included in the calculations of the prime living area. No building shall be erected with a roof



less than 5/12 pitch. Flat roof structures are prohibited. Houses must be built in place without pre-fabricated floors, walls or roof.

4.6 Lot Line Set Backs. All construction shall comply with all applicable laws, regulations, ordinances, codes and rules.

4.7 [INTENTIONALLY LEFT BLANK]

4.8 Construction Line. When construction of any structure is commenced upon any Lot, the owner thereof shall prosecute with all reasonable diligence the completion of the structure, and shall complete exterior construction within twelve (12) months and interior construction and landscaping within eighteen (18) months from the date of commencement.

4.9 [INTENTIONALLY LEFT BLANK]

4.10 Guest House. Guest houses must comply with all applicable laws, regulations, ordinances, codes and rules, and must be constructed of the same type of materials and construction as the primary residence. Owners may not have more than a single guest house.

4.11 Manufactured Homes. No manufactured home, modular home or mobile home shall be placed on any Lot, except by Declarant as part of construction, sales or promotional activities.

4.12 Repair of Building. No Improvement(s) constructed on any Lot 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(s) thereof.

4.13 Drainage. There shall be no interference with the established drainage patterns over any Lot, except by Declarant, unless adequate provision is made for proper drainage.

4.14 Slope. Each Owner shall maintain any slope occurring on all Lots they may own within the Project, by use of riprap or other method, to prevent erosion of said slopes.

4.15 No Hazardous Activities. No activity shall be conducted on any Lot, and no Improvement(s) may be constructed on any Lot, which are or might be unsafe or hazardous to any person or property.

4.16 No obstruction of View Corridor. No structures, vegetation, foliage or other obstruction shall be constructed, erected, maintained, planted, grown or otherwise placed on a Lot so as to unreasonably or significantly interfere with the view of Job's Peak or Silver Peak enjoyed from any Residence within the Property.

4.17 Private Road Maintenance. The Declarant and Owners shall be jointly responsible for maintaining, repairing and improving that certain private road (the "Private

Road”), the legal description of which is set forth in Exhibit “C” to this Amendment, as otherwise provided herein.

4.18 Improvement or Repair. If an improvement, repair or maintenance is ordered by a government entity or outside body, the costs of such undertaking shall be shared in accordance with Section 8.4.

ARTICLE V

PERMITTED USES AND RESTRICTIONS - OTHER AREAS

5.1 Easements of Airspace. There is hereby reserved to the Declarant all right, title and interest to all airspace rights thirty-five feet (35') above the ground elevation of the Lots within the Property.

5.2 Declarant’s Right to Facilitate Sales and Resales. There is hereby reserved to Declarant, its agents and employees, the right to use any units owned or leased by the Declarant as models, management offices, sales and resales offices, or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; 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.

ARTICLE VI

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ARTICLE VII

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ARTICLE VIII

ADMINISTRATION AND ENFORCEMENT OF THE DECLARATION

8.1 Meetings. Any Owner may convene a meeting of Owners, at which time decisions shall be made as to expending funds to undertake any work within the scope and purpose of the Declaration.

8.2 Notice. Such a meeting may be convened by giving thirty (30) days written notice to all Owners as they appear on the records of the Douglas County Recorder’s Office. Notice shall be deemed given if hand delivered or properly addressed to such Owner and deposited, postage prepaid, with the United States Postal Service, return receipt requested, or by overnight courier service (e.g., FedEx).

8.3 Voting. At such a meeting, the Owners shall have one vote for each Lot. Votes must be cast at such a meeting by the Owners of each Lot or by their proxies or representatives. Failure of any Owner to vote (whether in person or through proxy) shall be deemed as an affirmative vote in favor of a proposed work, or in favor of enforcing any of the covenants or restrictions of the Declaration. Except with respect to amendments to the Declaration (under Section 10.2), a majority vote of all Owners is required for approval of any improvement or maintenance.

8.4 Funding. Except as provided in Section 8.6, if a majority of Owners agree to undertake an improvement or maintenance, such improvement or maintenance shall be funded by charging the costs thereof to each Owner equally, regardless of the size of each Owner's property.

8.5 Failure to Contribute Costs. In the event of failure or refusal of any Owner to contribute their share of the costs of an approved project or enforcement decision, he or she shall be liable for same to the other Owners as a debt. In the event that any party so obligated to pay their share does not pay after thirty (30) days written notice, then the other parties may pay that share and the amount thereof shall constitute a debt to the remaining parties, which shall bear interest at the rate of eighteen (18%) per annum until paid. The remaining Owners, or any of them, may enforce said obligation on behalf of others and may seek any legal remedy as to said obligation. In the event suit is filed to enforce such obligation of any covenant herein, the prevailing party in such an action shall be entitled to his reasonable attorney's fees.

8.6 Emergency Action. Should emergency repair of the Private Road be required, any Owner may undertake such action as reasonably necessary to address the emergency and shall be entitled to reimbursement from all other Owners, in equal shares.

8.7 Mortgage Protection. Notwithstanding any other provision of the Eagle View Meadows Estates Restrictions, the enforcement of any provisions of this Declaration or of any Supplemental Declaration shall not defeat or render invalid the right of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter placed upon a Lot, made in good faith and for value perfected before the date on which the assessment sought to be enforced became delinquent. After the foreclosure of any such first Mortgage or Deed of Trust, or after conveyance in lieu of foreclosure, however, such Lot shall remain subject to the Eagle View Meadows Restrictions.

## ARTICLE IX

### ANNEXATION AND DECLARANT'S SPECIAL RIGHTS

9.1 Annexation. Additional lands may be subjected to this Declaration upon written consent of the Declarant, or by majority vote of the Owners.

Except as provided in paragraph (4) of this Section 9.1, upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it has originally subject to this Declaration; and thereafter, except as provided in paragraph (4) of this Section, the rights, privileges, duties, and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands and Lots originally covered by this Declaration.

The Notice of Annexation referred to hereinabove shall contain the following provisions:

- (1) A reference to this Declaration, which reference shall state the date of recordation hereof and book and page (and/or document) numbers wherein this Declaration is recorded;
- (2) A statement that the provision of this Declaration shall apply to the added land as set forth herein;
- (3) An adequate legal description of the added land;
- (4) Declarant's or the majority of Owners' written consent, if the added land is not then owned by Declarant. As part of such written consent, Declarant may agree with the Person who owns such land as to the terms and conditions upon which Declarant will exercise its rights and duties, as Declarant under this Declaration, with respect to such added land. Such terms and conditions may provide for joint exercise, as to such added land, of the Declarant's said rights and duties; and
- (5) Such complimentary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the added land which may be significantly at variance with the original land.

9.2 Deannexation. Declarant may deannex any area of land within the Property from this Declaration, without the consent of any Owner, at any time prior to the conveyance of any area of land or Lot on that portion of land to be withdrawn, to a Purchaser. Such deannexation shall be effected by recording a Notice of Deannexation Declaration. Upon the recording of such Notice, the land to be deannexed shall be removed and deannexed from the Property and, thereafter, shall be free from the obligations, requirements, declaration, limitations, covenants, conditions and restrictions set forth herein.

9.3 Special Declarant Rights. There are hereby reserved unto the Declarant or its designee(s) the following enumerated rights:

(a) To complete any of the improvements depicted on the plats, plans and map as set forth in the Declaration.

(b) To exercise the development rights and including annexation set forth in this Declaration.

ARTICLE X

MISCELLANEOUS

10.1 Term. This Declaration, including all if the covenants, conditions and restrictions hereof, shall run until September 30, 2053, unless amended as herein provided. After September 30, 2053, 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 a majority of the Owners in the Eagle View Meadows Estates and Recorded in the real property records of the appropriate county or governmental agency.

10.2 Amendment.

(a) Special Provisions. No amendment of this Section 10.2 shall be effective unless adopted by eighty percent (80%) or more of the total number of Lots in the Property 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 the appropriate county or governmental agency in the manner herein provided.

(b) By Declarant. Except as provided in Section 10.2 (a), this Declaration may be amended only by the Declarant until eighty percent (80%) of the total number of Lots in the Property are sold; provided, however that no such amendment by Declarant shall be effective without Notice and Hearing, and if the Owners, other than the Declarant, controlling eighty percent (80%) or more of the potential Lots to be developed in the Property, object to such amendment proposed by Declarant, such amendment shall not be effective. No amendment by Declarant shall be effective until there has been Recorded in the real property records of the appropriate governmental agency an instrument executed and acknowledged by Declarant setting forth the amendment.

10.3 Notices. Any notice permitted or required to be given as provided herein 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 of the Person's Lot within the Property or that Person's residence on such Lot.

10.4 Interpretation. The provision of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for development and operation of Eagle View Meadows Estates and of promoting and effectuating the fundamental concepts of Eagle View Meadows Estates as set forth in Article I of this Declaration. This Declaration shall be construed and governed under the laws of the state of Nevada.

10.5 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner, at their own expense, and the Declarant, shall each have the right to enforce all of the provisions of the Eagle View Meadows Estates Restrictions against any Lot or property within the Property and the Owner(s) thereof. Such right of enforcement shall include both damages and/or injunctive relief.

(b) Violation and Nuisance. Every act or omission whereby any provision of the Eagle View Meadows Estates Restrictions or Rules is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner(s), at their own expense, or by Declarant, whether or not the relief sought is for negative or affirmative action. However, only Declarant or its authorized agents may enforce by peaceful self-help any of the provisions of the Eagle View Meadows Estates Restrictions, 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 Eagle View Meadows Estates is hereby declared to be a violation of the Eagle View Meadows Estates Restrictions and subject to all of the enforcement procedures set forth in said Restrictions.

(d) Remedies Cumulative. Each remedy provided by the Eagle View Meadows Estates Restrictions is cumulative and not exclusive.

(e) Nonwaiver. The failure to enforce any provisions of the Eagle View Meadows Estates Restrictions or Rules at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions or Rules.

(f) Attorneys Fees. Any judgment rendered in any action, arbitration or other proceeding brought to enforce, interpret or which otherwise arises from or is based upon the Eagle View Meadows Estates Restrictions shall include a sum for attorneys fees in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of delinquent payment (if applicable), interest thereon, late charges (if any) and court costs.

10.7 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any portion of the Property does and shall be

conclusively deemed to have consented and agreed to every limitation, restriction, rule, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration or the Rules is contained in the instrument by which such person acquired an interest in the Property or any portion thereof.

10.8 Construction.

(a) Restrictions Severable. Each of the provisions of the Eagle View Meadows Estates Restrictions 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 shall include the singular; and the masculine, feminine or neuter shall each include 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 paragraph, section 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 right necessary to complete the project and to insure the integrity of the interrelated land uses.

IN WITNESS WHEREOF, the Parties have executed this Declaration the day and year first written above

Nathan A. Leising  
By: FLYING EAGLE RANCH, LLC  
Nathan A. Leising, Manager

William R. Kugler  
By: William R. Kugler

Colleen Susan Coffey  
By: Colleen Susan Coffey

STATE OF NEVADA )

: ss.

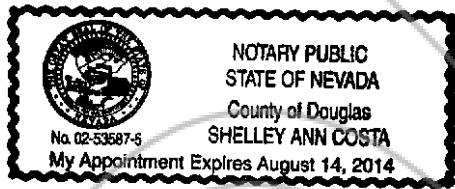
COUNTY OF Douglas )

On this 21 day of February, 2012, before me, the undersigned, a notary public, personally appeared Colleen S. Coffey, William R. Kugler, and Nathan A. Leising, executing the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

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

Shelley Ann Costa

NOTARY PUBLIC





**EXHIBIT "A"**

The land referred to herein is described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL NO. 1:

Section 13, Township 12 North, Range 19 East, Southwest 1/4.

Section 24, Township 12 North, Range 19 East, Northwest 1/4 of Northeast 1/4; North 1/2 of the Northwest 1/4.

Section 14, 23 and 24, Township 12 North, Range 19 East, that portion of the Southeast 1/4 of Section 14; the Northeast 1/4 of Section 23; the South 1/2 of the Northwest 1/4 Section 24 bounded by the following description: Beginning at the 1/4 corner between Sections 13 and 14; thence West 898 feet more or less to the Northwest corner of the Parcel; thence South 7°16' East, 1,680.32 feet; thence South 23°25' West, 616.5 feet; thence South 6°15' East, 2736.5 feet; thence North 74°30' East, 3,438.81 feet; thence North 85.8 feet to the Northeast corner of the South 1/2 of the Northwest 1/4 of above Section 24; thence West 2,640 feet more or less to the Northwest corner of the South 1/2 of Northwest 1/4, Section 24; thence North along the Section lines 3,960 feet more or less to the Point of Beginning.

TOGETHER with those portions of the Southeast 1/4 of Section 13 and the East 1/2 Northeast 1/4 of Section 24, granted to FRED H. DRESSLER, et ux, by Document recorded July 3, 1969, in Book 67, Page 524, as File No. 44830, Douglas County, Nevada, records.

Also together with a right of way for road and other purposes, over, under, upon and across that certain real property in the County of Douglas, State of Nevada, more particularly described as follows, to-wit:

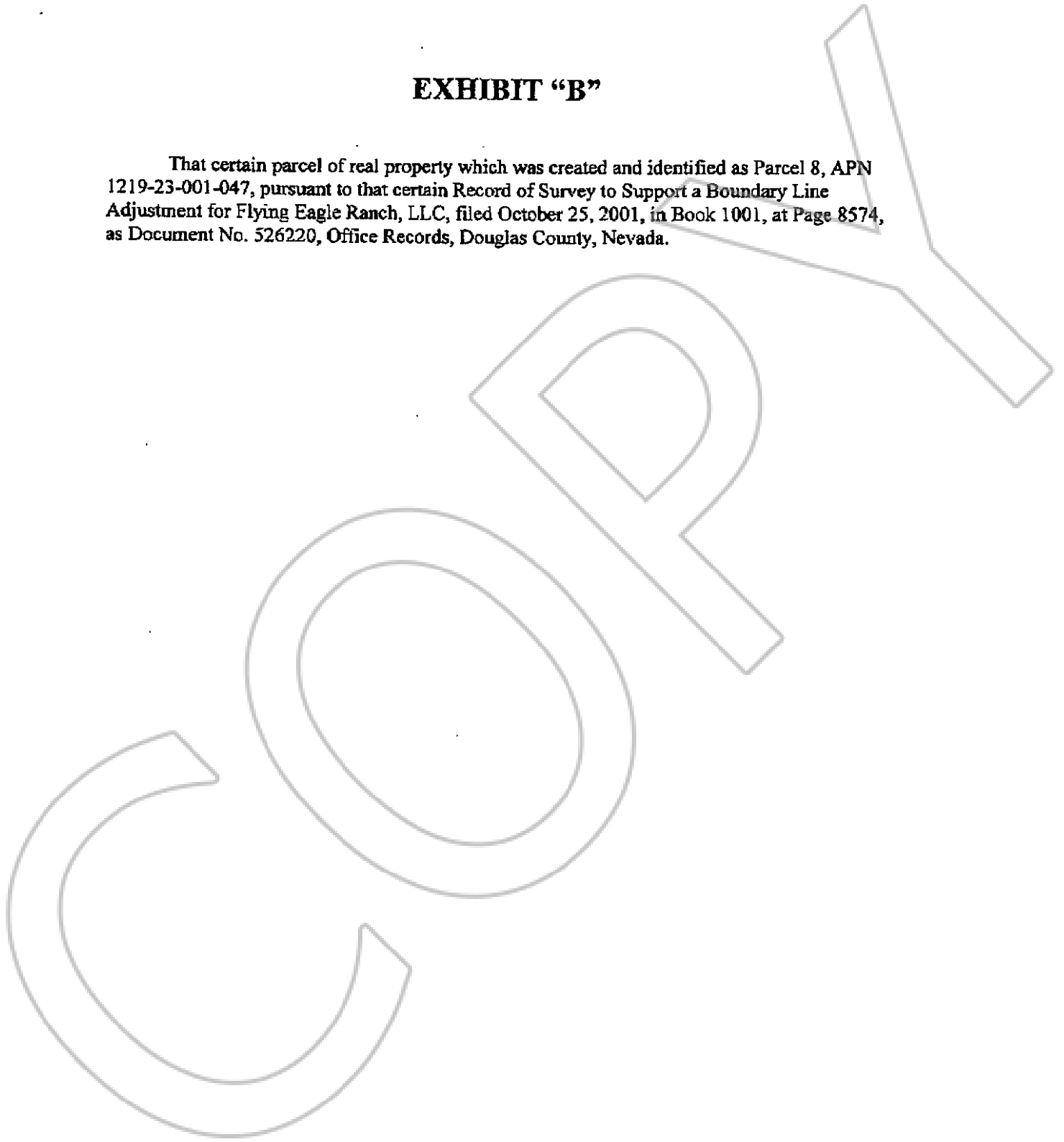
A strip of land 50 feet in width, running from the Foothill Highway northeasterly to the Dressler property crossing portions of the Northeast 1/4 of the Southwest 1/4; Northwest 1/4 of the Southeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 23, Township 12 North, Range 19 East, M. D. B. & M., in Douglas County, Nevada, and being more particularly described as follows:

Beginning at a point at the intersection of the Easterly right-of-way line of said Foothill Highway and the Southerly boundary of the property owned by Dominic Germano, from which the West 1/4 corner of Section 23 bears North 80°40'44" West, 2,180.04 feet; lying along the Northerly side and extending 50 feet at right angles to the following line running North 75°09' East, 614.08 feet; thence North 74°31' East, 783.64 feet; thence North 74°36' East, 1,167.05 feet to the Dressler Property.

1219-13-000-029, 030, 031, 032  
1219-14-002-051, 052, 083  
1219-23-001-046  
1219-24-001-003, 007

**EXHIBIT "B"**

That certain parcel of real property which was created and identified as Parcel 8, APN 1219-23-001-047, pursuant to that certain Record of Survey to Support a Boundary Line Adjustment for Flying Eagle Ranch, LLC, filed October 25, 2001, in Book 1001, at Page 8574, as Document No. 526220, Office Records, Douglas County, Nevada.



**EXHIBIT "C"**

That portion of Artemisia Lane beginning at Foothill Road and going westerly to the intersection of Eagle View Meadows Lane (as more particularly described as the right of way in Document # 0593609, BK1003PG7260), and from that intersection, north on Eagle View Meadows Lane to its terminus at Parcel 1219-14-002-029 (as more particularly described as the "New 50' Private Access and Public Utility Easement" in Document # 0594726, BK1003PG2560).

