



KAREN ELLISON, RECORDER

APN# 1320-32-102-003

Recording Requested by/Mail to:

Name: Dood LLC

Address: 1398 Madcap Ln

City/State/Zip: Gardnerville, NV 89410

Mail Tax Statements to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

CC + R's

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording  
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
MACKLAND UNIT 4**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS MADE THIS 9 DAY OF September, 2019, FOR MACKLAND UNIT 4, DOUGLAS COUNTY, NEVADA, BY DOOD, LLC, THEIR HEIRS OR ASSIGNS, HEREIN AFTER CALLED THE DECLARANT. THE DECLARANT IS THE OWNER OF THAT CERTAIN REAL PROPERTY DESCRIBED IN EXHIBIT "A," MADE A PART HEREOF.

**WITNESSETH**

WHEREAS SUCH COVENANTS, CONDITIONS, AND RESTRICTIONS ARE INTENDED TO BE PART OF A GENERAL PROGRAM FOR THE IMPROVEMENT OF THE DEVELOPMENT, THIS PROGRAM CONTEMPLATES THAT EACH LOT IN THE DEVELOPMENT SHALL BE USED FOR RESIDENTIAL PURPOSES OF HIGH QUALITY ONLY. THE PROGRAM IS FOR THE BENEFIT OF MACKLAND UNIT 4 AND ALL OF THE LOTS THEREIN. THE PROGRAM CONTEMPLATES THAT THE COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL AFFECT EACH LOT IN MACKLAND UNIT 4 AND SHALL RUN WITH THE LAND, BEING BINDING UPON EACH SUBSEQUENT OWNER WITH EACH CONVEYANCE OF A LOT OR LOTS IN MACKLAND UNIT 4;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FOR THE USE AND PURPOSES HEREIN SET FORTH, THE ABOVE DECLARANT DOES HEREBY DECLARE THAT ALL CONVEYANCES OF LOTS WITHIN MACKLAND UNIT 4 SHALL BE MADE AND ACCEPTED UPON THE FOLLOWING COVENANTS, CONDITIONS, AND RESTRICTIONS WHICH SHALL APPLY TO AND BIND THE PARTIES THERETO, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, AND ARE DESIGNATED FOR THE MUTUAL BENEFIT OF THE OWNERS OF THE LOTS ABOVE DESCRIBED, SUCH COVENANTS, CONDITIONS, AND RESTRICTIONS BEING AS FOLLOWS, TO WIT:

**SECTION I  
ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**1.1 PURPOSE OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

MACKLAND UNIT 4 IS AND SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS, AND CHARGES HEREIN CONTAINED TO PROVIDE A WELL PLANNED AND CONTROLLED RESIDENTIAL AREA, TO SET QUALITY STANDARDS FOR ALL IMPROVEMENTS TO BE CONSTRUCTED ON EACH LOT IN THE DEVELOPMENT, TO PROVIDE THAT EACH LOT IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY, AND FOR THE PRESERVATION OF VALUE FOR THE BENEFIT OF EACH AND EVERY PROPERTY OWNER OF A LOT IN MACKLAND UNIT 4.

**1.2 DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BIND THE DECLARANT, HEIRS, EXECUTORS, AND ADMINISTRATORS, AND ALL FUTURE ASSIGNS OF THE LOTS IN MACKLAND UNIT 4, OR ANY PARTS THEREOF, FOR AND DURING THE PERIOD FROM THE DATE OF RECORDING OF THE DEVELOPMENT FINAL MAP, TO THIRTY (30) YEARS FROM THE DATE OF RECORDING THEREOF, SUBJECT TO THE PROVISIONS OF SECTION 1.3, 1.4, 1.5, AND 1.6 OF THIS DECLARATION.

**1.3 AMENDMENTS TO COVENANTS, CONDITIONS, AND RESTRICTIONS.**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, OR ANY PART OF THEM, MAY BE CHANGED, SUPPLEMENTED, OR ABOLISHED IN ANY AND ALL PARTICULARS BY THE RECORDATION IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY,

NEVADA OF A REVOCATION OF OR AN AMENDMENT TO THESE COVENANTS, CONDITIONS, AND RESTRICTIONS, BOTH WHICH SHALL BE DULY EXECUTED BY THE OWNERS OF RECORD OF NOT LESS THAN TWO THIRDS (2/3) OF THE LOTS IN MACKLAND UNIT 4.

**1.4 EXTENSION OF DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

ANY OR ALL OF SAID COVENANTS, CONDITIONS, AND RESTRICTIONS MAY BE EXTENDED FOR A FURTHER TIME THROUGH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MACKLAND UNIT 4 DULY EXECUTED BY THE OWNERS OF RECORD OF NOT LESS THAN A MAJORITY OF THE LOTS IN MACKLAND UNIT 4, AND RECORDED IN DOUGLAS COUNTY, NEVADA.

**1.5 INVALIDATION OF A COVENANT, CONDITION, OR RESTRICTION.**

ANY INVALIDATION OF A SPECIFIC COVENANT, CONDITION, OR RESTRICTION BY THE JUDGEMENT OR ORDER OF ANY COURT OF COMPETENT JURISDICTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING COVENANTS, CONDITIONS, AND RESTRICTIONS WHICH SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT. ANY COVENANT, CONDITION, OR RESTRICTION SO DEEMED INVALIDATED SHALL BE DEEMED SEPARABLE FROM THE REMAINING COVENANTS, CONDITIONS, AND RESTRICTIONS HEREIN SET FORTH.

**1.6 DECLARANT EXEMPTED.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY OTHER PROVISION HEREOF, THE DECLARANT SHALL NOT BE BOUND BY THESE COVENANTS, CONDITIONS, AND RESTRICTIONS AS TO EACH OF THE LOTS IN MACKLAND UNIT 4 UNTIL THE DECLARANT HAS CONVEYED TITLE TO THE LOT TO A SECOND PARTY.

**SECTION II  
ARCHITECTURAL STANDARDS**

**2.1 BUILDING LOCATION**

**2.1.1. BUILDING SETBACK LINES REQUIRED BY COUNTY CODE.**

NO BUILDING SHALL BE LOCATED ON ANY LOT IN MACKLAND UNIT 4 NEARER TO THE FRONT, SIDE, OR REAR PROPERTY LINE, THAN THE MINIMUM BUILDING SETBACK CODES SET FORTH BY DOUGLAS COUNTY CODE IN EFFECT AT THE TIME CONSTRUCTION IS COMMENCED. ANY BUILDING VIOLATING THIS PROVISION MUST BE REMOVED AT THE SOLE EXPENSE OF THE OWNER OF THE LOT.

**2.1.2 BUILDING SETBACK LINES.**

IN ADDITION TO THE BUILDING SETBACK LINE OF SECTION 2.1.1, BUILDING SETBACK LINES AND EASEMENTS SHOWN ON THE FINAL PLANS MUST BE STRICTLY OBSERVED. ANY BUILDING VIOLATING THIS PROVISION MUST BE REMOVED AT THE SOLE EXPENSE OF THE OWNER OF THAT LOT.

**2.2 SINGLE FAMILY RESIDENTIAL USE ONLY**

**2.2.1 SINGLE FAMILY USE ONLY.**

EACH LOT IN MACKLAND UNIT 4 MAY BE USED FOR ONE, AND ONLY ONE, SINGLE FAMILY RESIDENCE, AND FOR NO OTHER PURPOSE. MOBILE HOMES, FACTORY-BUILT HOUSING, OR MANUFACTURED HOUSING OF ANY KIND ARE NOT PERMISSIBLE ON ANY PARCEL.

### 2.2.2 NUISANCES PROHIBITED.

ANY ACTIVITY WHICH CONSTITUTES OR WHICH COULD CONSTITUTE AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD WILL NOT BE PERMITTED ON ANY LOT IN MACKLAND UNIT 4 OR IN ANY STRUCTURE ON ANY SUCH LOT.

### 2.2.3 BUSINESS USE PROHIBITED.

NO BUSINESS OR PROFESSION SHALL BE CARRIED ON OR CONDUCTED WITHIN ANY LOT IN MACKLAND UNIT 4 OR WITHIN ANY IMPROVEMENT ON ANY LOT IN MACKLAND UNIT 4, WITH THE EXCEPTION OF OFFICE USAGES PERMITTED BY DOUGLAS COUNTY.

### 2.2.4 COMMERCIAL USE PROHIBITED.

NO STORE OR OTHER PLACE OF COMMERCIAL OR PROFESSIONAL BUSINESS OF ANY KIND, NOR ANY HOSPITAL, SANITARIUM, OR OTHER FACILITY FOR THE CARE OF THE SICK OR DISABLED, PHYSICALLY OR MENTALLY, NOR ANY PLACE OF PUBLIC ENTERTAINMENT SHALL BE PERMITTED ON ANY LOT IN MACKLAND UNIT 4.

### 2.2.5 OCCUPANCY PROHIBITED.

NO GARAGE, SHED, TENT, TRAILER, BARN, STRUCTURE OR BUILDING OTHER THAN THE PRIMARY RESIDENCE ON ANY LOT IN MACKLAND UNIT 4 EXCEPT FOR LEGALLY PERMITTED GUEST HOUSES AND/OR MOTHER-IN-LAW QUARTERS SHALL BE USED FOR PERMANENT OR TEMPORARY RESIDENTIAL 2.2.6 PURPOSES AT ANY TIME.

### 2.2.6 TEMPORARY STRUCTURES PROHIBITED.

NO TEMPORARY STRUCTURE OF ANY KIND SHALL BE CREATED, CONSTRUCTED, PERMITTED OR MAINTAINED ON ANY LOT IN MACKLAND UNIT 4.

### 2.2.7 WRECKED AUTOMOBILES OR APPLIANCES.

STORAGE OF WRECKED, JUNKED, UNLICENSED, OR INOPERABLE AUTOMOBILES, APPLIANCES, OR SIMILAR MACHINERY SHALL NOT BE PERMITTED ON ANY LOT IN MACKLAND UNIT 4, EXCEPT IN AN ENCLOSED STRUCTURE.

## **2.3 RESIDENCE SIZE.**

### 2.3.1 SINGLE STORY RESIDENCES

A RESIDENCE HAVING A HEATED FLOOR AREA OF LESS THAN TWO THOUSAND TWO HUNDRED (2,200) SQUARE FEET, EXCLUSIVE OF PORCHES, PATIOS, TERRACES, AND GARAGE, SHALL NOT BE PERMITTED ON ANY LOT, EXCEPT LOTS 1, 2, AND 12. THE MINIMUM RESIDENCE SIZE FOR LOTS 1, 2, AND 12 IS TWO THOUSAND (2,000) SQUARE FEET. HEIGHT OF THE RESIDENCE ON ANY LOT IS LIMITED TO THIRTY (30) FEET FROM THE FINISHED GRADE OF THE LOT TO THE RIDGE PEAK. THE ARCHITECTURE COMMITTEE ON A CASE-BY- CASE BASIS MAY APPROVE A VARIANCE.

### 2.3.2 ARCHITECTURAL STANDARDS

15% BRICK, ROCK, OR STUCCO ON FRONT ELEVATION; 25 YEAR ROOF, TILE, OR COMPOSITION; MINIMUM 6:12 PITCH ROOF, 2 X 8 MINIMUM FASCIA OR COMPARABLE; DECORATIVE WINDOWS ON GARAGE DOORS.

## **2.4 AUTOMOBILE AND VEHICLE STORAGE.**

### **2.4.1 COVERED AND ENCLOSED GARAGES.**

EVERY RESIDENCE CONSTRUCTED ON ANY LOT IN MACKLAND UNIT 4 SHALL HAVE AT LEAST A THREE (3) CAR GARAGE.

### **2.4.2 TRUCK, TRAILER, RV AND BOAT STORAGE.**

NO TRUCKS, TRAILERS, BOATS, RECREATIONAL VEHICLES, OR UNLICENSED VEHICLE OF ANY KIND SHALL BE KEPT, STORED, OR PARKED ON ANY PORTION OF ANY LOT IN MACKLAND UNIT 4 EXCEPT WITHIN A COVERED AND ENCLOSED STRUCTURE OR BEHIND A FENCE.

## **2.5 EASEMENTS.**

### **2.5.1 EXISTING EASEMENTS.**

THE DECLARANT HAS RESERVED EASEMENTS FOR THE PURPOSE OF INSTALLING AND MAINTAINING PUBLIC UTILITY FACILITIES FOR SUCH OTHER PURPOSES INCIDENT TO THE DEVELOPMENT OVER EACH LOT IN MACKLAND UNIT 4.

### **2.5.2 STRUCTURES PROHIBITED IN EASEMENT AREAS.**

WITHIN ANY EASEMENT ON ANY LOT IN MACKLAND UNIT 4, NO STRUCTURE OR OTHER IMPROVEMENT SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES.

### **2.5.3 EASEMENTS AND ROAD MAINTENANCE.**

THE EASEMENT AREA OF EACH LOT IN MACKLAND UNIT 4 AND ALL IMPROVEMENTS ON IT SHALL BE MAINTAINED CONTINUALLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH ANY PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. WITHIN 60 DAYS OF PURCHASE, THE FIRST OWNER OF EACH LOT IN MACKLAND UNIT 4 SHALL INSTALL LANDSCAPING IN ACCORDANCE WITH THE LANDSCAPE PLANS INCLUDED WITH THE SITE IMPROVEMENT PERMIT. IT IS THE RESPONSIBILITY OF EACH OWNER TO MAINTAIN THE LANDSCAPING ON THE MEDIAN IN FRONT OF THEIR HOME. NO LAWN SHALL BE PLANTED OR MAINTAINED IN THIS AREA.

## **2.6. UTILITIES.**

### **2.6.1 UNDERGROUND UTILITIES.**

ALL UTILITY CONNECTIONS AND SERVICE LINES INSTALLED TO EACH INDIVIDUAL LOT SHALL BE INSTALLED UNDERGROUND, INCLUDING ELECTRICAL POWER, TELEPHONE, GAS, AND CABLE TV, IN ACCORDANCE WITH ACCEPTED CONSTRUCTION AND UTILITY STANDARDS.

### **2.6.2 SEWER.**

EACH OWNER OF EACH LOT IN MACKLAND UNIT 4 SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF WATER AND SEWER.

## **2.7 LANDSCAPING AND GROUNDS.**

### **2.7.1 TREES ENCOURAGED.**

TO THE MAXIMUM EXTENT CONSISTENT WITH SOUND LANDSCAPING PRACTICES, THE PLANTING OF TREES IN LOCATIONS NOT OBSTRUCTING VIEWS FROM ADJACENT LOTS SHALL BE ENCOURAGED.

#### 2.7.2 LANDSCAPE TIME REQUIREMENTS.

EVERY OWNER OF EACH LOT IN MACKLAND UNIT 4 IS REQUIRED TO HAVE COMPLETED FRONT LANDSCAPING THAT IS APPROPRIATE TO THE CONTINUITY OF THE DEVELOPMENT WITHIN 60 DAYS FROM THE DATE OF COMPLETION MEANING EITHER OBTAINING CERTIFICATE OF OCCUPANCY FROM DOUGLAS COUNTY OR CLOSE OF ESCROW, WHICHEVER IS LATER. ALL LANDSCAPING PLANS MUST BE SUBMITTED FOR APPROVAL TO THE ARCHITECTURAL COMMITTEE PRIOR TO THE START OF CONSTRUCTION.

### **2.8 FENCES.**

#### 2.8.1 FENCE HEIGHTS.

FENCE HEIGHTS SHALL COMPLY WITH DOUGLAS COUNTY CODE. FRONT YARD FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT. SIDE AND REAR FENCES SHALL NOT EXCEED SIX (6) FEET IN HEIGHT.

#### 2.8.2 FENCE ENCOURAGED/DISCOURAGED

TO KEEP THE CONTINUITY OF APPEARANCE OF MACKLAND UNIT 4 NO CHAIN LINK OR CYCLONE FENCES ARE ALLOWED.

### **2.9 TRASH SANITATION STANDARDS**

#### 2.9.1 MANDATORY TRASH SERVICE

EACH LOT IN MACKLAND UNIT 4 HAS A MANDATORY REQUIREMENT FOR WEEKLY TRASH REMOVAL SERVICE.

#### 2.9.2 SANITATION STANDARDS

NO GARBAGE, REFUSE, OBNOXIOUS OR OFFENSIVE MATERIALS SHALL BE PERMITTED TO ACCUMULATE ON ANY LOT IN MACKLAND UNIT 4, AND THE OWNER OF EACH LOT SHALL CAUSE SUCH MATERIAL TO BE DISPOSED OF WITH MANDATORY TRASH SERVICE AND OTHER ACCEPTED SANITARY PRACTICES. ALL GARBAGE OR TRASH CONTAINERS AND OTHER SUCH FACILITIES SHALL BE PLACED IN ENCLOSED AREAS SO THAT THEY ARE NOT VISIBLE FROM ADJOINING LOTS OR ROADS.

### **2.10 RELOCATION OF BUILDINGS.**

NO BUILDING OR STRUCTURE SHALL BE RELOCATED FROM ANY OTHER LOCATION ONTO ANY LOT IN MACKLAND UNIT 4 WITHOUT PRIOR APPROVAL FROM THE DECLARANT. ANY STRUCTURE VIOLATING THIS PROVISION MUST BE REMOVED AT THE SOLE EXPENSE OF THE OWNER OF THE LOT.

### **2.11 RESTRICTION OF VIEW.**

IN NO EVENT SHALL EITHER THE LOCATION OF ANY STRUCTURE OR ITS HEIGHT AFFECT ADJOINING PROPERTIES SO AS TO UNREASONABLY DIMINISH OR RESTRICT VIEWS IN ANY DIRECTION.

## **2.12 DILIGENT PROSECUTION OF CONSTRUCTION.**

WHEN THE CONSTRUCTION OF ANY STRUCTURE IS COMMENCED UPON ANY LOT IN MACKLAND UNIT 4, THE OWNER OR THE CONTRACTOR THEREOF SHALL PROSECUTE, WITH REASONABLE DILIGENCE, THE COMPLETION THEREOF AND SHALL COMPLETE THE CONSTRUCTION WITHIN A TWELVE (12) MONTH PERIOD FROM THE DATE OF ISSUANCE OF BUILDING PERMIT FROM DOUGLAS COUNTY, FORCE MAJEURE EXCEPTED.

## **2.13 ANTENNAS.**

INSTALLATION OF ANY RADIO ANTENNA IS NOT ALLOWED. ANY TELEVISION DISC THAT EXCEEDS 24" IN DIAMETER IS NOT ALLOWED. NO CLOTHESLINE SHALL BE CONSTRUCTED OR ERECTED WHICH WOULD BE VISIBLE FROM THE STREET OR ADJOINING PROPERTIES.

## **2.14 COMMITTEE OF ARCHITECTURE.**

### **2.14.1 COMMITTEE MEMBERS.**

THE COMMITTEE OF ARCHITECTURE SHALL INITIALLY BE COMPOSED OF TGS CONSTRUCTION, COMPOSED OF TOM SMITH, P.O. BOX 3135, GARDNERVILLE, NV, PHONE NO. 775.782.3545. ANY VACANCY ON SUCH COMMITTEE CAUSED BY DEATH, RESIGNATION, OR INABILITY TO SERVE SHALL BE FILLED BY NOMINATION OF THE DECLARANT. WHEN THE LAST LOT IS SOLD IN MACKLAND UNIT 4, COMMITTEE MEMBERS SHALL RESIGN.

### **2.14.2 PURPOSE.**

IT SHALL BE THE PURPOSE OF THE COMMITTEE TO PROVIDE FOR THE MAINTENANCE OF A HIGH STANDARD OF ARCHITECTURE AND CONSTRUCTION IN SUCH A MANNER AS TO ENHANCE THE AESTHETIC PROPERTIES OF THE DEVELOPMENT.

### **2.14.3 DESIGN.**

THE DESIGN OF ALL STRUCTURES AND BUILDINGS, INCLUDING HEIGHT, ELEVATIONS, COLOR, TEXTURE, AND OTHER IMPROVEMENTS, SHALL BE SUBJECT TO APPROVAL BY THE COMMITTEE OF ARCHITECTURE PRIOR TO OBTAINING A BUILDING PERMIT FROM DOUGLAS COUNTY.

### **2.14.4 PLANS.**

ALL PLANS SUBMITTED TO THE COMMITTEE OF ARCHITECTURE MUST BE INCLUSIVE OF EXTERIOR DESIGN, FLOOR AREA, AND PLOT PLAN. BUILDING ENVELOPES ON ALL LOTS ARE RESTRICTED AND MUST BE APPROVED BY THE COMMITTEE. ALL PLANS MUST BE SUBMITTED IN DUPLICATE; ALLOW SEVEN DAYS FOR THE REVIEW PROCESS. PLANS SUBMITTED IN THIS FASHION WILL NOT BE UNREASONABLY WITHHELD.

## **SECTION III ANIMALS**

### **3.1 HOUSEHOLD PETS.**

DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND PROVIDED THEY DO NOT BECOME A NUISANCE TO OTHER PROPERTY OWNERS. THERE SHALL BE NO MORE THAN

THREE (3) DOGS ON ANY ONE LOT IN MACKLAND UNIT 4. REASONABLE EXCEPTIONS TO THIS PROVISION WILL BE ALLOWED FOLLOWING BIRTHS OF LITTERS, PENDING DISPOSITION OF SUCH LITTERS WITHIN TWO MONTHS.

#### **SECTION IV EXCAVATION**

##### **4.1 EXCAVATIONS.**

NO EXCAVATION SHALL BE PERMITTED ON ANY LOT IN MACKLAND UNIT 4 EXCEPT IN CONNECTION WITH GRADING AND PREPARING OF BUILDING SITE, DRIVEWAYS, UTILITY SERVICES, AND LANDSCAPING.

#### **SECTION V ENFORCEABILITY**

##### **5.1 ENFORCEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

THE COVENANTS, CONDITIONS, AND RESTRICTIONS HEREIN CONTAINED SHALL BIND AND INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, THE DECLARANT, HIS HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, AND BY THE FUTURE OWNER OR OWNERS OF ANY LOT OR LOTS IN MACKLAND UNIT 4.

##### **5.2 VIOLATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

ANY OWNER OR OWNERS OF ANY LOT OR LOTS IN MACKLAND UNIT 4 MAY INSTITUTE AND PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON, FIRM OR OTHER ENTITY VIOLATING, OR THREATENING TO VIOLATE, ANY OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS HEREIN CONTAINED. ANY SUCH ACTION MAY BE MAINTAINED FOR THE PURPOSE OF STOPPING AND/OR PREVENTING VIOLATION, TO RECOVER DAMAGES FOR A VIOLATION, OR FOR BOTH SUCH PURPOSES.

##### **5.3 FAILURE TO ENFORCE.**

THE FAILURE OF THE DECLARANT, HIS SUCCESSORS OR ASSIGNS, OR OF ANY OWNER OF ANY LOT IN MACKLAND UNIT 4 TO ENFORCE ANY OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS HEREIN CONTAINED SHALL NOT BE DEEMED A WAIVER OF A RIGHT TO ENFORCE THEM THEREAFTER.

##### **5.4 APPLICATION OF REMEDY.**

NOTHING HEREIN SHALL BE CONSTRUED AS PREVENTING THE APPLICATION OF ANY REMEDY GIVEN BY LAW AGAINST A NUISANCE, PUBLIC OR PRIVATE, THE APPLICATION OF WHICH SHALL BE IN ADDITION TO ANY OTHER REMEDY OR REMEDIES NOW OR HEREAFTER PROVIDED BY LAW.



**SECTION VI  
BREACHES AND REMEDIES**

**6.1 MORTGAGE RIGHTS**

A BREACH OF ANY OF THE FOREGOING COVENANTS, CONDITIONS, AND RESTRICTIONS, OR THE RE-ENTRY BY REASON OF ANY SUCH BREACH, SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE FOR SAID PREMISES, OR ANY PART THEREOF, BUT THESE COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL BE BINDING UPON THE OWNER WHOSE TITLE TO A LOT IN MACKLAND UNIT 4 IS ACQUIRED UNDER FORECLOSURE, TRUSTEE'S SALE, OR OTHERWISE, AND SHALL BE BINDING UPON THE PARTY SO ACQUIRING TITLE.

**6.2 REMEDIES.**

**6.2.1 LEGAL ACTIONS PERMITTED.**

IF ANY OWNER OF A LOT IN MACKLAND UNIT 4 SHALL FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, THE OWNER OF ANY LOT SHALL HAVE FULL POWER AND AUTHORITY TO ENFORCE COMPLIANCE WITH THIS DECLARATION IN ANY MANNER PROVIDED FOR HEREIN AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, BRINGING (a) AN ACTION FOR DAMAGES, (b) AN ACTION TO ENJOIN ANY VIOLATION OR SPECIFICALLY ENFORCE THE PROVISIONS OF THIS DECLARATION, AND (c) AN ACTION TO ENFORCE ANY LIEN PROVIDED FOR HEREIN OR PROVIDED BY LAW.

**6.2.2 REMEDIES CUMULATIVE.**

ALL ENFORCEMENT POWERS OF A LOT OWNER SHALL BE CUMULATIVE.

**6.2.3 CONSENT TO REMEDIES.**

EACH PERSON WHO ENTERS INTO A PURCHASE AGREEMENT FOR A LOT IN MACKLAND UNIT 4, OR WHO ACCEPTS THE CONVEYANCE OF TITLE TO A LOT IN MACKLAND UNIT 4, SHALL BE DEEMED TO HAVE AGREED THAT ANY OWNER OF A LOT IN MACKLAND UNIT 4 SHALL HAVE ALL OF THE RIGHTS, POWERS, AND REMEDIES AS SET FORTH IN THIS DECLARATION.

**6.2.4 LITIGATION FOR BREACH OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

IT SHALL BE LAWFUL, NOT ONLY FOR THE DECLARANT, HIS HEIRS, SUCCESSORS, AND ASSIGNS, BUT ALSO FOR THE OWNER OR OWNERS OF ANY LOT OR LOTS IN MACKLAND UNIT 4, WHO HAVE DERIVED OR SHALL HERINAFTER DERIVE TITLE FROM OR THROUGH THE DECLARANT, TO INSTITUTE AND PROSECUTE LEGAL PROCEEDINGS AGAINST ANY PERSON OR PERSONS VIOLATING OR THREATENING TO VIOLATE THESE COVENANTS, CONDITIONS, AND RESTRICTIONS.

**6.2.5 PROPER NOTICE BEFORE INSTITUTING LEGAL PROCEEDINGS.**

PRIOR TO INSTITUTING LEGAL ACTION, THE INSTITUTING PARTY MUST GIVE NOT LESS THAN SIXTY (60) DAYS WRITTEN NOTICE BY REGISTERED MAIL TO THE VIOLATING PARTY,

AND SAID NOTICE SHALL SPECIFY IN WHAT RESPECTS THESE COVENANTS, CONDITIONS, AND RESTRICTIONS HAVE BEEN VIOLATED. IN THE EVENT THE VIOLATING PARTY CORRECTS AND CURES ANY SUCH VIOLATION WITHIN SIXTY (60) DAYS FROM THE MAILING OF SUCH NOTICE, THEN SUCH VIOLATION WILL BE TREATED AS THOUGH IT HAD NOT HAPPENED.

6.2.6 FAILURE TO INSTITUTE ACTION.

FAILURE, HOWEVER, ON THE PART OF THE DECLARANT, HIS HEIRS, SUCCESSORS, AND ASSIGNS, OR ANY LOT OWNERS TO CLAIM HIS OR THEIR RIGHTS HEREUNDER, OR TO INSTITUTE LEGAL ACTION, SHALL NOT BE DEEMED AS AN AMENDMENT OR ALTERATION OF THESE COVENANTS, CONDITIONS, AND RESTRICTIONS, OR A RATIFICATION OF PAST BREACHES, VIOLATIONS, OR MISCONDUCT, OR CONDONATION

OF ANY FUTURE, SIMILAR BREACHES OR VIOLATIONS OF THESE COVENANTS, CONDITIONS, AND RESTRICTIONS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS THE DAY AND YEAR FIRST ABOVE WRITTEN.

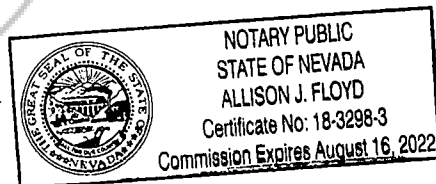
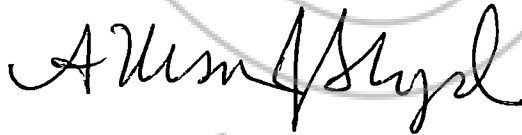
MIKE GILBERT



MIKE GILBERT, MANAGER  
DOOD LLC

STATE OF NEVADA  
COUNTY OF DOUGLAS

ON THIS 9 DAY OF Sept IN THE YEAR 2019 MIKE GILBERT, MANAGER, DOOD LLC, PERSONALLY KNOWN TO ME, APPEARED BEFORE ME, ALLISON FLOYD, NOTARIAL OFFICER, AND ACKNOWLEDGED THIS INSTRUMENT.



**EXHIBIT "A"**

**MACKLAND, UNIT 4  
(A.P.N. 1320-32-102-003)**

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

A parcel of land located within a portion of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

**COMMENCING** at the northwesterly corner of Adjusted 1320-32-201-005 (Parcel 2) as shown on the Record of Survey to Support a Boundary Line Adjustment for Mack Land and Cattle Company et al recorded June 29, 2009 in the office of Recorder, Douglas County, Nevada as Document No. 746235;

thence along the northerly boundary of said Adjusted 1320-32-201-004 (Parcel 2) per Document No. 673023, the following courses:

South 63°25'00" East, 30.00 feet;  
South 26°35'00" West, 11.90 feet;  
South 66°22'16" East, 95.13 feet;  
South 64°50'56" East, 80.02 feet;  
North 26°35'00" East, 5.00 feet;  
South 63°25'00" East, 85.00 feet to **THE POINT OF BEGINNING;**

thence continuing along the northerly boundary of said Adjusted 1320-32-201-004 (Parcel 2) the following courses:

South 63°25'00" East, 60.00 feet;  
South 26°35'00" West, 5.00 feet;  
South 63°25'00" East, 195.00 feet;  
North 26°35'00" East, 5.00 feet;  
South 63°25'00" East, 95.00 feet;  
South 26°35'00" West, 5.00 feet;  
South 63°25'00" East, 290.00 feet;  
North 26°35'00" East, 5.00 feet;  
South 63°25'00" East, 60.00 feet;  
South 26°35'00" West, 10.00 feet;

South 61°56'52" East, 233.05 feet to an angle point in the boundary of Adjusted Parcel 2 as shown on the Record of Survey to Support a Boundary Line Adjustment for Mack Land and Cattle Company recorded July 11, 2002 in said office of

Recorder as Document No. 546849, also being the westerly boundary of Mackland Unit 3 recorded October 13, 2003 in said office of Recorder as Document No. 593255;

thence along said westerly boundary of Mackland Unit 3, South 26°35'00" West, 244.03 feet;

thence leaving said westerly boundary of Mackland Unit 3, North 63°25'00" West, 932.97 feet;

thence North 26°35'00" East, 260.00 feet to the **POINT OF BEGINNING**, containing 5.44 acres, more or less.

The Basis of Bearing of this description is North 63°25'00" West, the southerly boundary of Block 'B' as shown on the Final Subdivision Map for Mackland Unit 3 recorded October 13, 2003 in said office of Recorder as Document No. 593255.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
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9-5-19