

1221-05-001-001  
APN# 1321-32-002-034



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: MID TOWN VENTURES, LLC.  
Address: 220 SHERIDAN CREEK COURT  
City/State/Zip: CARDNERVILLE, NV 89460

Mail Tax Statements to:

Name: AS ABOVE  
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

William W. Nichols

Printed Name

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION OF COVENANTS**  
**CONDITIONS AND RESTRICTIONS**  
**OF**  
**HUNTERS POINT**  
**A PLANNED DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 1<sup>ST</sup> day of OCTOBER 2019, by MIDTOWN VENTURES, LLC., a Nevada limited liability company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of all that certain real property in Douglas County, Nevada hereinafter known as "HUNTERS POINT"; said subdivision containing all the lands shown on that certain plat filed concurrently herewith as Document \_\_\_\_\_ in the Office of the County Recorder of Douglas County, which lands are more fully described in **EXHIBIT "A"** (hereinafter, the "**Property**") attached hereto and incorporated herein by reference;

WHEREAS, Declarant considers it desirable and appropriate to establish covenants, conditions and restrictions upon the property in order to establish a general plan for the improvement of the Property which shall benefit the use, occupancy and enjoyment of the Property and to enhance and protect the value, desirability and attractiveness of the Property; and,

WHEREAS, the Property is to be subdivided into eleven (11) residential units without reservation of any developmental rights and, pursuant to NRS 116.1203, is exempt from application of the provisions of NRS Chapter 116, and these CC&Rs shall not be expressly or implicitly governed by the provisions thereof.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, rented, occupied, used and improved, subject to the following easements, restrictions, covenants and conditions, which are declared to be for the purpose of protecting the value and desirability of the Property in the subdivision, and which shall run with and burden the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and are imposed upon the Property and each interest therein, as a servitude in favor of each and every interest in the Property as the dominant tenements.

**ARTICLE I**  
**DEFINITIONS**

SECTION 1. "County" shall mean Douglas County, Nevada.

SECTION 2. "Declarant" shall mean and refer to MIDTOWN VENTURES, LLC, its successors and assigns, if the rights of Declarant are assigned to said successors and assigns.

SECTION 3. "Lot" shall mean and refer to any parcel or plot of land shown upon any recorded subdivision, planned unit development or parcel map of the Property.

SECTION 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including Declarant and contract sellers, but excluding those having an interest in a lot merely as security for the performance of an obligation.

SECTION 5. "Property" shall mean and refer to all the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the legal description of the Property.

SECTION 6. "Residence" shall mean and refer to a lot shown on the map of the Property and shall also include the residential dwelling together with garages other structures and improvements on the same lot.

SECTION 7. "Roads" shall mean and refer to all improved streets and roadways intended for vehicular traffic within the Property and all equestrian easements within the Property.

SECTION 8. "Dwelling" shall mean a building or other structure actually or intended to be occupied for residential purposes by any person or persons.

## ARTICLE II USE AND BUILDING RESTRICTIONS

SECTION 1. Commercial Use. The Property is zoned for residential use and no part of a lot, residence or outbuilding shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any non-residential purpose. The only exceptions hereunder shall be the permissibility of (1) obtaining a home occupancy permit pursuant to County codes; and, (2) agricultural uses for grazing of livestock that may be expressly permitted hereunder, but expressly excluding the growing of agricultural crops. Further, no Owner shall be permitted to rent or allow occupancy of quests under AirBNB or any other similar method or renting any portion of a Lot on a short term basis.

SECTION 2. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property except such signs as may be used by Declarant or its sales agents in connection with the development and sale of the Property; provided, however, that for a reasonable time, and from time to time an Owner may display on his Lot one (1) sign advertising its sale or lease by him so long as such sign complies with any customary and reasonable standards promulgated by these CC&Rs as to size, color, shape or other qualification for the permitted sign. Political signs, as allowed by the County Code also shall be permitted. Any permitted individual lot sign shall be commercially lettered, shall not exceed four (4) square feet in total area, shall be limited to being within or upon the particular Owner's Lot, and for a time period not to exceed 60 days prior to the election. All political and temporary signs shall be removed within 30 days of the date of the election or the sale or lease of the particular Lot.

SECTION 3. Nuisance. No noxious, offensive or disturbing activity of any kind shall be permitted within any structure or upon any Lot within the Property, nor shall anything else be done in any residence, on any Lot or the Property which may be or become an annoyance to the neighborhood or which shall in any way interfere with the quiet enjoyment by each Owner of their respective Lot and residence, or which shall in any way increase the rate of insurance for Declarant or any Owner. This section includes, but is not limited to, the discharge of firearms or fireworks, non-muffled motor vehicles, barking dogs, crowing roosters or any other animal vocalizations, loudspeakers and other sources of noise.

SECTION 4. No Partitioning or Subdividing. No Lot shall be subdivided, parceled or partitioned and no residence shall be erected on less than one Lot. No deed, conveyance, transfer or agreement shall be executed or entered into by any Owner which would effect or cause a separation into different ownerships, the surface and subsurface rights of any Lot or residence or portion thereof.

SECTION 5. Temporary Structures. No temporary residential structure of any form or type and no trailer, basement, tent, shack or other outbuilding shall be constructed or used as any residence at any time, either temporarily or permanently, before completing construction of the main dwelling unit.

SECTION 6. Certificate of Occupancy. Upon commencement of construction of any residence or improvement therein within the Property, all reasonable speed and diligence shall be employed by the Owner to complete said construction, and completion must be effected within twelve (12) months as evidenced by a Certificate of Occupancy issued by the duly authorized governmental authority.

SECTION 7. Prefabricated Homes. Prefabricated homes are not allowed. Except for new structural components approved by the ARC, no existing, used, previously constructed or partially constructed structures of any type or nature, including but not limited to trailer homes, mobile homes, modular homes, prefabricated homes or manufactured housing, shall be moved from another place onto the Property or any Lot.

SECTION 8. Motor Driven Cycles. All motor driven cycles shall be used solely for the purpose of transportation. No racing, dirt bike tracks or pleasure riding shall be carried on upon any Lot, equestrian trail or any open space or drainage easement.

SECTION 9. Prohibition Against Reflective Building Materials. No building or structure shall be constructed or surfaced with a material that will cause sunlight to be reflected.

SECTION 10. Animals.

(a) Livestock Animals: There is only permitted within the Property no more than one (1) horse per acre on each lot and only in a manner as may be allowed by County code and this Declaration. For purposes herein, "livestock animal" shall be limited to horses. Pigs, bovine, sheep, llamas, goats, fowl of any kind and all exotic or non-indigenous animals are expressly prohibited.

(b) Household pets shall not interfere with the reasonable comfort or safety of adjoining neighbors and shall not exceed a total of four (4) such pets per household for any Lot. Owners are responsible for cleaning up any mess that a pet creates within the subdivision area.

(c) No household pets or other animals whatsoever will be kept or bred for commercial purposes on any parcels or Lots. All animals, including household pets, are to be kept on a leash or bridle when not within the boundaries of the Owner's lot and all said animals shall be prevented from entering all other lots unless with permission of the Owner thereof. Each area within a lot used for or by such animals shall be kept in a clean and sanitary condition so as to prevent flies and other insects and offensive odors from becoming a nuisance or annoyance to the neighborhood. Owners are responsible for cleaning up any mess that their pets create within or upon any lot and the pedestrian trails surrounding the Property. Any complaint by other lot Owners within the Subdivision shall constitute and be deemed a breach of this provision.

(d) The Property is located in an area where wild horses and other wild animals are present. Under no circumstances shall an Owner feed or water or cause others to feed or water any wild horse or other animal of any kind located in or around the Property.

SECTION 11. Antennas. No radio transmitting and receiving antennas for short wave or ham radio installations shall be installed.

SECTION 12. Satellite Dishes. Pursuant to the 1999 FCC Ruling entitled Over-the-Air Reception Devices Rule, satellite dishes are allowed, but their location is controlled. Dishes one meter (39.37") or over in diameter are disallowed completely. Dishes less than one meter in diameter must be kept below the fence line on the Southern, rear corner of the residence. If a quality signal cannot be achieved the dish may be placed above the fence line only as high as required to receive a quality signal and as far away from all streets as possible. If this placement causes untimely delay of installation or unreasonable cost, the satellite dish may be placed in the next closest location where all the above conditions are met.

SECTION 13. Utilities. All utility connections and service lines to each Lot or residence must be installed underground, including electric service, water service, sewer service, gas service, television and telephone cable, in accordance with accepted construction and utility standards. All propane tanks shall be buried with an appropriate liner as may be required by codes or the utility provider. All outdoor lighting shall be down-lighting, which shall be subdued and shielded in such a way as to prevent illumination of and glare to adjacent or nearby properties. Decorative holiday trim and lights (such as Christmas lights) may be displayed only during the appropriate season for that holiday and then removed, i.e. Christmas lights may be displayed from November 1 to January 15. Utility type "night lights" shall be prohibited.

SECTION 14. Unsightly Items; Garbage Removal; Clotheslines. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, garbage, compost material or similar matter shall be permitted to accumulate on any lot or portion thereof, and shall be disposed of in accordance with accepted sanitary practice. Each Owner shall maintain his Lot in a neat, orderly and well-groomed manner, and he shall subscribe to a regularly scheduled and established garbage collection service. Each Lot shall promptly be cleaned of all waste, debris, used building materials, garbage, weeds and other waste materials during the course of construction and following construction. No outdoor clotheslines are permitted on the lots or residences. All refuse containers, woodpiles, storage areas, oil tanks, machinery and equipment shall be prohibited upon any lot or residence unless obscured from view from adjoining residences and lots and streets by a wall, fence or screen approved by the ARC as to size, color or other qualifications for permitted fences or screens. All exterior holiday ornamentation must be taken down within 30 days of the holiday.

SECTION 15. Landscaping.

(a) The front yard of each Lot (including street side on corner Lots) must be landscaped to a minimum amount as pre-approved by ARC Guideline standards for each dwelling prior to its occupancy. The landscaping standard shall be in a manner suitable to the character and quality of the area and harmonize with the neighborhood. A landscaping plan shall be submitted to the Architectural Review Committee (ARC) at the same time as the building plan, to verify that the plan will conform to a minimum planting schedule, or prior to commencement of any alteration to any existing landscaping. A refundable cash deposit in the amount of \$5,000.00 shall be posted with Declarant to assure completion of landscape plans as security of completion of landscaping as provided herein.

(b) In the event that plantings cannot be completed prior to a Certificate of Occupancy due to weather circumstances (during the winter months of December, January or February) the ARC may grant an extension to the time for completion of the proposed work. In any event, landscaping must be installed with due diligence as may be agreed between the Owner and ARC. At the option of the ARC, the landscaping design criterion may be amended to meet, at a minimum, the County landscaping standard.

SECTION 16. Minimum Residence Floor Area. All single family dwelling units constructed shall have the following minimum square footage of enclosed living space floor area, exclusive of porches, patios, garage, basements, and other accessory structures: 2,200 square feet.

SECTION 17. Vehicles.

(a) Every single-family dwelling unit constructed on a Lot shall have, at a minimum, a 3-car garage as approved by the ARC.

(b) Except as provided in this section, no recreational vehicle or equipment shall hereafter be permitted to remain upon the Property, including without limitation, streets or driveways, unless: 1) there is a separate enclosure constructed as approved by the ARC, or 2) the recreational vehicle or equipment must be kept and stored behind the front dwelling setback on the garage side of the residence, enclosed within a minimum 6' solid fence approved by the ARC; and (3) each vehicle is registered and insured, except for the period of time such vehicle is inoperable but being repaired or restored on a continuous and diligent basis as may be agreed between the Owner and ARC and in accordance with subparagraph (c), below.

(c) No automobile, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repainted, serviced or repainted on a residence unless performed within a completely enclosed garage or other structure located on the Property or any Lot which completely screens the sight and sound of such activity from street and neighboring residences. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

(d) Recreational vehicles and equipment are permitted to be parked in front of a residence only in the following circumstances: (i) up to 48 consecutive hours twice each month; (ii) recreational vehicles and equipment owned by guests temporarily visiting an owner may be parked in front of such owner's residence for a period not to exceed one (1) week only if safe ingress and egress to adjoining Lots is maintained. Commercial vehicles and equipment may be parked temporarily only as outlined in (g) below.

(e) As used in this section, "commercial vehicle" shall be defined as a truck of greater than 3/4 ton capacity or any vehicle with a sign prominently displayed on any part thereof advertising any kind of business or on which racks, materials and/or tools are visible. The type of motor vehicle license plate shall not be material to the foregoing definition.

(f) As used in this section "recreational vehicle or equipment" shall include trailers, boats, campers, fifth wheelers, trailer coaches, buses, house cars, motor homes, and off road vehicle or any other similar type of vehicle or equipment.

(g) Temporary parking shall mean parking of vehicles belonging to guests of Owners and commercial vehicles being used in the furnishing of services to the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes.

SECTION 18. Exterior Decor. No structure shall be painted or otherwise decorated in any color or in any manner which is not in keeping with the original approval of the ARC or is otherwise objectionable or detrimental to neighboring residences.

(a) The exterior woodwork of all houses, buildings and structures erected or constructed on any Lot shall be painted with at least two (2) coats of paint, varnish or other stain or any approved coloration within thirty (30) days after completion and before occupancy. At no time will the exterior of any house, building or structure and landscaping be allowed to approach the state of aesthetic deterioration such that it becomes a visual nuisance or objectionable to others in the neighborhood.

(b) Any proposed redecorating or alterations of the exterior of any residence or structure inclusive of repainting must be submitted to the ARC for approval as to color scheme.

(c) Any proposed redecorating or alterations of the exterior of any residence or structure will be deemed the equivalent of new construction and must be submitted to the ARC for approval prior to the commencement of such redecorating, alterations or remodeling.

(d) Redecoration or alterations, approved by the ARC, shall be diligently and continuously pursued to affect the earliest possible completion of the improvements and as may be agreed between the Owner and ARC.

SECTION 19. Fences. No fencing shall be constructed in excess of six (6) feet in height. All fences and design for the development shall be approved by the Architectural Review Committee prior to installation and shall consist only of a 3-rail, white vinyl fencing with posts in concrete footings. Fences shall be maintained by each owner to retain its aesthetic quality and structural integrity.

SECTION 20. Excavation. No excavation or drilling for oil, shale, minerals, stone, gravel or earth shall be made upon any Lot. Excavation for necessary construction purposes relating to residential units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping and generally improving any Lot as a residence is permitted. No excavation shall commence for any purpose without prior approval in writing from the ARC.

SECTION 21. Sewage/Water. All Lots are to be serviced by an appropriate de nitrification septic system and built, inspected and maintained in accordance with the laws and regulations of the Nevada State and Douglas County Departments of Health, which are express beneficiaries to this covenant and which may enforce such provisions as appropriate. The placement, digging and drilling of wells and the placement and construction of septic tanks shall be in strict conformance with all applicable state and county laws and ordinances and in strict conformance with all applicable rules and regulations of all public agencies, including health authorities, having jurisdiction over the same. All Owners shall comply with any annual or other periodic inspections of a well or septic system that may be required or requested by any governmental authority with jurisdiction thereof. Owners are purchasing lots as may be created within the Property with the understanding that extension of sewer or water lines to the vicinity of the Property may occur and that, at such time as may be legally required by the County, each Owner shall connect to such sewer and water mains and be responsible for all such connection and maintenance fees as may be properly assessed.

SECTION 22. Interior Sprinkler System. All Lots may, at the discretion of the Douglas County Building Department, be required to install an interior fire sprinkler system as a condition to issuance of a building permit for a new home or remodel of an existing home. The requirement is dependent upon the size of the structure and location of the property.

SECTION 23. Drainage and Open Space Easements. The designation of drainage and open space parcels or portions of an Owner's Lot thereof are hereby placed within an open space conservation and drainage easement and those designated areas shall have no structure or other improvement placed within the drainage areas so designated by Declarant. Each Owner shall be responsible to maintain the drainage or open space easements in accordance with the provisions of Article IV, Section 2, and Article VI herein.

SECTION 24. Solar Panels. Solar panels for the production of power or heating upon any Lot is permitted but subject to ARC approval. Such solar panels may only be affixed to a structure's roof or located at ground level; provided however, that the limitations set forth in Sections 3, 9, and 13 of this Article II as to height and screening from view of other Owners by opaque fencing (not required for roof installations).

### ARTICLE III ARCHITECTURAL CONTROL

#### SECTION 1. Architectural Review Committee.

(a) In order to provide for the orderly development of this development and to maintain a reasonable architectural character, there is hereby created an Architectural Review Committee (the "ARC"), initially to be: William W. Nichols and Rick DeCarlo. At Declarant's option, upon the complete build out of the subject lots, an Architectural Review Committee shall be formed comprising of three (3) or five (5) of the then existing home owners. The ARC shall review and approve all buildings, structures and other improvements placed on each lot, including without limitation changes or alterations in any and all plans for any structure, landscaping, grading and/or removal of natural cover, fence or other improvement to be constructed on any lot, as well as make exceptions to these reservations and restrictions as necessary and proper, whether or not specific provision therefor is stated in any conveyance of a Lot hereinafter made.

(b) The Owner of each Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, structure or any other improvement shall be placed upon such Lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the ARC as herein provided. No structural alteration to the exterior appearance of these buildings or structures shall be made without approval as provided for herein.

(c) The Owner of each Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that, in the event the ARC commences any legal proceeding wherein part of the relief requested is to prohibit an Owner from constructing any building or structure in violation of the provisions of these CC&R's, such Owner agrees and stipulates to the entry by any Court of sufficient jurisdiction of an immediate injunction enjoining such construction, and waiving the requirement of the posting of any surety bond in excess of \$500 for such injunction. Each Owner, for himself and his successors, assigns, representatives and heirs, hereby acknowledges that any violation of the provisions of these CC&R'S as determined by the ARC shall be deemed to constitute a threat of irreparable injury to all other Owners and that the extent of damages for purposes of fixing a surety bond are limited to \$500; it being agreed that such damage limitation on said surety bond constitute, for purposes of establishing such bond



amount, a reasonable amount based on the difficulty of estimating the amount thereof for purposes of this document. This provision shall be binding on any legal tribunal for all purposes.

SECTION 2. Declarant's Rights of Appointment. The Declarant, its heirs, successors, and assigns, shall have the sole right to appoint and remove all members of the ARC. In the event Declarant is unable or refuses to act, the majority of homeowners may appoint such members of the ARC as is needed.

SECTION 3. Submittal of Plans. Before any construction activity begins, the following shall be submitted to the ARC: (1) two sets of complete construction plans, prepared and signed by the Owner and architect or certified draftsman and "wet stamped" by a structural engineer as required by County code; and (2) two sets of prints or drawings with samples showing external color scheme, materials, and (3) two copies of plot plans with dimensions showing building location with respect to parcel boundaries and a general landscaping plan. For exterior finish samples (roof, siding/stucco, masonry, paint/stain), manufacturer's brochures will be adequate, and all finishes are to be called out on plans. Upon approval, one set of these exhibits shall be certified as "approved", and returned to the Owner or his agent; the other set shall be filed with the ARC. The ARC, at its option, may charge an application review fee to process, inspect or engage consultants in its work in reviewing the applicant's submitted documents and construction plans in a reasonable amount to reimburse the ARC for such expenses.

SECTION 4. Review of Proposed Construction. Whenever in this Declaration the approval of this ARC is required, it shall have the right to consider all of the plans and specifications for the improvement or proposal in question and all other facts which in its sole discretion are relevant. Except as provided above, prior to commencement of any construction of any improvement, the plans and specifications therefor shall be submitted to the ARC, and construction thereof may not commence unless and until the ARC has approved such plans and specifications in writing. The ARC shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration within thirty (30) days of receipt of complete submittals from an Owner.

The ARC shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the Subdivision area, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The ARC may condition its approval of plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the material submitted. Until receipt by the ARC of all required plans and specifications and other information, the ARC may postpone review of anything submitted for approval.

SECTION 5. Disapproval of Plans. Approval by the ARC of any plans may be withheld due to noncompliance with any of the requirements of this declaration or due to reasonable disapproval as to the location of the building site upon any Lot; appearance, construction materials to be used, the grading plan, the harmony of a proposed structure site with the surrounding area and homes, and the influence or effect any structure may have upon the view, outlook, or adjacent or neighboring Lots.

SECTION 6. Review, Approval and Conformity of Plans. Approval of any plan or specification shall not prevent the ARC from withholding approval of an identical plan or specification, or part thereof, when subsequently or additionally submitted for approval by the same or any other Owner. An approval or consent of the ARC shall not be deemed a waiver of any right to withhold future approval or consent on any other matter whatsoever subsequently or additionally submitted for approval or consent by the same or a

different person. The ARC shall have the right, but not the obligation, to issue variances of these CC&Rs in its sole and absolute discretion and, in such event, such variance approvals shall not entitle any other Owner to rely on a grant of similar variance.

**SECTION 7. Architectural Design Guidelines.** The Architectural Review Committee may, from time to time, adopt and promulgate architectural standards to be administered hereunder. The architectural standards may include, among other things, those restrictions and limitations upon the owner set forth below:

(a) Time limitations for the completion of any improvement for which approval is required pursuant to the architectural standards.

(b) Conformity of complete improvements to plans and specifications approved by the ARC; provided, however as to purchasers and encumbrances in good faith and for value, unless notice of noncompletion or nonconformance identifying the violating residence and its owner and specifying the reason for the notice, executed by the ARC, shall be filed of record in the office of the County Recorder, and given to such owner within thirty (30) days of the expiration of the time limitation described in subsection (a), above, or unless legal proceedings shall have been instituted to enforce compliance of completion within said thirty (30) day period, the completed architectural improvements shall be deemed to be compliance with plans and specifications approved by the ARC and in compliance with the architectural standards promulgated by the ARC from time to time, but only with respect to purchasers and encumbrances in good faith and for value.

(c) Such other limitations and restrictions as the Architectural Review Committee in its reasonable discretion shall adopt, including without limitation, the regulation of the following: construction, reconstruction, exterior addition, change or alteration to or maintenance of any building structure, wall or fence, including surface and location of such dwelling or structure, and the placements, species and height of any trees, bushes, ground cover, plants or other landscaping materials.

**SECTION 8. Initial Design Restrictions.** In addition to the provisions of these CC&R'S, the following are the initial established guidelines for the ARC:

(a) Roofing must carry a minimum fifty (50) year manufacturer's warranty.

(b) Minimum 12% masonry on the exterior vertical surfaces, less windows & doors (vertical surface size, less windows & doors, times The masonry required by this paragraph is not satisfied by use of stucco or similar materials, but must be rock, brick or like materials, although stucco will be considered as a suitable exterior surface material.

(c) All homes and structures should be painted with predominantly earth tones or neutrals.

**SECTION 9. Meetings of the ARC.** The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC 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 ARC, by unanimously adopting written resolutions. In the absence of such designation, the vote or written consent of a majority of all of the members of the ARC shall constitute an act of the ARC as to all matters except the adoption, amendment or repeal of Design Guidelines.

SECTION 10. Inspection of Work. The ARC has the right to inspect all construction work on any Lot in progress to assure its conformance with plans and specifications approved by the ARC, as follows:

(a) Upon the completion of any improvements for which approved plans or specifications are required under this Declaration, the Owner shall give written notice of completion of any improvement for which approval of plans and specifications are required to the ARC and a copy of the certificate of occupancy issued by the County for such improvement.

(b) Within the time period set forth in its Rules but not to exceed fifteen (15) days after the notice of completion is actually received by the ARC, the ARC or its duly authorized representative may inspect such improvement. If the ARC finds that such work was not done in strict compliance with all approved plans and specifications submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within the above period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If the Owner fails to remedy such noncompliance within thirty (30) days from such notification, the ARC shall notify the offending Owner in writing of such failure and require said Owner to appear and explain the violations. Upon notice and hearing, the ARC shall issue a ruling determining whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. The Owner shall remedy or remove the noncomplying improvement within forty-five (45) days from the date of announcement of the ARC's ruling.

(d) The ARC may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (b) of this Section 10. If the Owner denies that such noncompliance exists, the procedures set out in subparagraph (c) of this Section 10 shall be followed, except that no further work shall be done by the Owner, pending resolution of the dispute.

(e) If the offending Owner does not timely comply with the ARC's ruling, the ARC, at its option, may either (1) remove the noncomplying improvement; (2) remedy the noncompliance; or (3) commence legal action to compel compliance with these CC&Rs. To the extent the ARC does not elect to pursue any remedies or in the event the ARC is discontinued, any Owner at any time may proceed to enforce these CC&Rs and seek all remedies available under these CC&Rs and at law and in equity. In such event, the time provisions of subparagraphs (b) and (c) of this Section 10 shall not be applicable to such Owners enforcement efforts; provided, however, that prior to commencing any legal proceedings thereon, the enforcing Owner gives the offending Owner 30 days notice of such enforcing Owner's intent to enforce the CC&Rs.

(f) Whether any legal proceeding is commenced by the ARC or another Owner, the offending Owner shall reimburse the ARC or other Owner for all expenses incurred in connection therewith, including all costs and attorney's fees incurred prior to and in bringing any enforcement proceeding, upon demand therefore or at the conclusion of legal proceedings, and regardless of whether the ARC or other Owner is considered a prevailing party or not, unless the claims brought by the ARC or other Owner are determined to have no merit under NRS 18.010(2)(b), or any successor statute or court rule. This provision is binding on any legal tribunal and shall not be invalidated by any other statute or rule to the contrary, including NRCP 68. This provision is deemed material consideration hereunder and necessary to the viability of enforcement proceedings provided for herein that assures the value of the Property and continuity of the neighborhood.

**SECTION 11. Nonliability of ARC Members.**

(a) Neither the ARC 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 ARC's respective duties under this Declaration unless due to the willful misconduct or bad faith of the ARC or its members. Except as provided in this Declaration, the ARC shall review and approve or disapprove all plans and specifications submitted to it for any proposed improvement, including the construction of, alteration or addition to improvements, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area. The ARC 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.

(b) Plans and specifications shall be considered for approval by the ARC as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications the ARC or Declarant assumes no liability or responsibility therefor, or for any defect in any structures constructed from such plans and specifications. Each Owner shall be responsible for complying with the requirements of the County as to improvements installed on his residence.

**SECTION 12. Variances.** The ARC 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, setbacks, 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 all of the members of the ARC. 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 or any supplemental declaration for any purpose except as to the particular Lot and particular provision and in the particular instance covered by the variance.

**SECTION 13. Obligations with Respect to Zoning and Subdivisions.** All Owners and other persons shall comply fully with the zoning and master plan designations approved for the Subdivision by the Board of Commissioners of Douglas County, Nevada, and with all applicable federal, state and local laws, regulations and ordinances, insofar as the same is applicable and as the same may hereafter be amended from time to time.

**SECTION 14. ARC General Provisions.**

(a) The establishment of the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify or otherwise have control over the residence as may otherwise be specified in this Declaration.

(b) In the event the ARC fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been duly submitted in accordance with any rules regarding such

submission adopted by the ARC, such plans and specifications will be deemed approved.

(c) Any approval or disapproval of such plans and specifications by the ARC shall be final and conclusive. If an appeal is filed by any home Owner within thirty (30) days of the ARC determination, the ARC shall act on such appeal within fifteen (15) days of the appeal. Failure of the ARC to act on the appeal will constitute an affirmation of the decision of the ARC. Any appeal by an Owner must specify the reasons the ARC determination is not in accord with these CC&Rs and provide such documentation or other evidence that supports the Owner's position. The ARC's decision on such appeal shall be final and binding on the Owner.

SECTION 15. Notices for the ARC. Except as otherwise provided herein, all notices, statements, demands or other communications ("Notices") to be given to the ARC under or pursuant to these CC&Rs shall be in writing, addressed to members of the ARC as provided below, and shall be sent by certified or registered mail, postage prepaid, return receipt requested or shall be delivered personally. If mailed as described, the Notice shall be deemed to have been given forty-eight (48) hours from the date of mailing.

The addresses of the current member of the ARC are as follows:

William Nichols  
220 Sheridan Creek Court  
Gardnerville, Nevada 89460  
(775) 265-2145

Rick DeCarlo  
1028 Rocky Terrace Drive  
Gardnerville, NV 89410  
(406) 283-1507

Notices from the ARC to any Owner shall be sent to the Owner's address as set forth in the Douglas County Tax Assessor Records for the mailing of property tax assessments.

The ARC may change the above addresses by recording a notice thereof in the Douglas County Official Records, identifying all Lots subject to these CC&Rs and mailing a Notice of such change to each Owner. An Owner may designate another address for receipt of Notices for purposes of the ARC functions by sending a written change of address to the ARC specifying such new address.

#### ARTICLE IV REPAIR AND MAINTENANCE

SECTION 1. Repair and maintenance by Owner. Every owner shall:

- (a) Continuously maintain the exterior of his residence, walls, fences and roof of such residence in good condition and repair; and
- (b) Install and thereafter perpetually maintain in attractive condition landscaping and sprinkling systems in accordance with the provisions of this Article and Section 15 of Article II.

SECTION 2. Standards for Maintenance and Installation.

- (a) Maintenance of the exterior of the residences, including without limitation, walls, roofs, fences and landscaping shall be accomplished in accordance with the architectural standards and/or these declarations; and

(b) All slopes or terraces on any residence shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining residences.

SECTION 3. Repair and maintenance of Easements by Owners. It is understood that the important element for quality drainage is maintenance on a regular basis in a manner that promotes the safety and value of the Property and each Owner's Lot. The best maintenance practices for drainage facilities mandate that maintenance be performed on a regular schedule.

(a) Every owner shall be obligated to maintain and keep in good repair any easement for open space contained within such Owner's Lot.

(b) Each Owner is responsible for all costs to maintain and repair any open space easement or retention pond for such easement's intended purpose to the extent the same is located on their respective Lot. The Owners shall cause any erosion or weed collection issues to be remedied, at the Owner's expense, to keep flows from pooling or flooding.

#### ARTICLE V PROPERTY RIGHTS

SECTION 1. Owner's Easements of Enjoyment. Every Owner shall have a right to use the Roads, and to an easement of enjoyment in and to the equestrian trails which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of these CC&Rs as may be duly amended. Such right of enjoyment is subject to the right of the County to establish an assessment district or other governmental entity for the sole purpose of generating and expending earmarked funds to maintain and repair the roadways and drainage facilities within the Property, so long as the assessments and funds paid by the Owners are used exclusively for repair and maintenance of subdivision roads and drainage facilities, and for no other purpose.

SECTION 2. Waiver of Partition or Subdivision. There shall be no judicial partition or subdivision of any one or more Lots, nor shall Declarant or any person acquiring any interest in the Property or any part thereof seek any judicial partition or subdivision thereof, provided, however, that if any Lot shall be owned by two or more co-tenants in common or as joint tenants, nothing contained herein shall be deemed to prevent a judicial partition as between co-tenants so long as such judicial partition does not result in any physical partitioning.

#### ARTICLE VI GENERAL PROVISIONS

SECTION 1. Enforcement. The Declarant, ARC, or any Owner shall have the right to enforce against any other Owner or Owners by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violation.

SECTION 2. No Waiver. Failure by the Declarant or any Owner to enforce any covenant, condition or restriction herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

SECTION 3. Cumulative Remedies. All rights, options and remedies of Declarant or the owners under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

SECTION 4. Severability. Invalidation of any one or a portion of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5. Covenants to Run with the Land; Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by any owner, their respective legal representatives, heirs, successors and assigns, until January 1, 2029, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of fifteen (15) years, unless an instrument, signed by a majority of the then owners has been recorded at least one (1) year prior to the end of any such period, agreeing to change said covenants, conditions and restrictions in whole or in part.

SECTION 6. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

SECTION 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

SECTION 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Declarant, any Owner or express third party beneficiary. Such remedy shall be deemed cumulative and not exclusive.

SECTION 9. Obligations of Declarant. So long as Declarant is utilizing the right described in the section entitled "Construction by Declarant" in the article in this Declaration entitled "General Provisions", Declarant shall not be subject to the provisions of the article entitled "Architectural Control" or the provisions of the article entitled "Use Restrictions".

SECTION 10. Effect of Declaration. This Declaration is made for the purposes set forth in the recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portions of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

SECTION 11. Personal Covenant. Except as otherwise provided herein as to past due obligations, to the extent the acceptance of a conveyance of a residence creates a personal covenant between the owner of such residence and Declarant or other owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner.

SECTION 12. Nonliability of Officials. To the fullest extent permitted by law, the Declarant or the ARC shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which the Declarant or the ARC reasonably believed to be the scope of its duties.

SECTION 13. Leases. Any agreement for the leasing or rental of a residence (hereinafter in this section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be default under the lease. All leases shall be in writing. Any Owner who shall lease his residence shall be responsible for assuring compliance by such Owner's lessee with this Declaration. No residence shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever.

SECTION 14. Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to construct such additional improvements as Declarant deems advisable prior to completion of improvements upon and sale of the entire development. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the property such structures and displays as may be reasonably necessary for the conduct of business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition by title by a purchaser from Declarant to establish on the property additional licenses, reservations and rights of way to utility companies or to others as may from time to time be reasonably necessary to the proper development and disposal of the development. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned by any successor or successors to all or part of said entity's respective interest in the development, by an express assignment incorporated in a recorded deed of lease, as the case may be, transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the owner's rights to use and enjoy the property. Nothing herein shall be interpreted as or deemed a "developmental right" retained by Declarant for purposes of NRS Chapter 116, and to the extent that such rights may be included in these CC&Rs, such rights are void *ab initio* and without effect herein.

SECTION 15. Amendments. Subject to the other provisions of this Declaration, this Declaration may be amended as follows: Until such time there are Owners other than the Declarant, amendments or modifications shall be effective when executed by Declarant and when recorded in the official records of the County. Thereafter any amendments shall require the affirmative written assent or vote of not less than 75% of the lot Owners as defined in this document. An amendment or modification that requires the vote and written assent of the Owners as herein above provided shall be effective when executed by the Declarant or the proper number of Owners as appropriate, who shall certify that the amendment or modification has been approved as provided, and when recorded in the official records of the County.

SECTION 16. Acceptance of Provisions by Grantees. Each Grantee hereafter of any portion of interest in the project and any purchaser under grant or contract of sale, or lessee under any lease covering any portion or interest in the project, accepts the same subject to all the restrictions, conditions, covenants and reservations provided for in this Declaration.

SECTION 17. Purpose. The purpose of these covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community and thereby to secure to each subsequent site



owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantage to the adjacent owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

DATED this 6<sup>th</sup> day of June 2019.

MIDTOWN VENTURES, LLC  
Declarant

By [Signature]  
William W. Nichols, Manger/Member

By [Signature]  
Rick DeCarlo, Manger/Member

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF DOUGLAS    )

On June 6, 2019, before me, a notary public, personally appeared WILLIAM W. NICHOLS, personally known or proved to me to be a Manager/Member of MIDTOWN VENTURES, LLC., a Nevad limited liability company, and the person whose name is subscribed to the above instrument entitled "DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF HUNTERS POINT, A PLANNED DEVELOPMENT" who acknowledged that he executed the instrument.

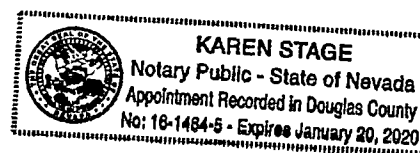
[Signature]  
Notary Public



STATE OF NEVADA            )  
  ) ss.  
COUNTY OF DOUGLAS    )

On June 6, 2019, before me, a notary public, personally appeared RICK DeCARLO, personally known or proved to me to be a Manager/Member of MIDTOWN VENTURES, LLC., a Nevad limited liability company, and the person whose name is subscribed to the above instrument entitled "DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF HUNTERS POINT, A PLANNED DEVELOPMENT" who acknowledged that he executed the instrument.

[Signature]  
Notary Public



**Legal Description**

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

Parcel 1:

The Northwest quarter of the Northwest quarter of Section 5, Township 12 North, Range 21 East, M.D.B.&M.

Parcel 2:

All that real property situate in Section 32, Township 13 North, Range 21 East, M.D.B.& M. in County of Douglas, State of Nevada, described as follows:

The Southwest quarter of the Southwest quarter of Section 32, Township 13 North, Range 21 East, M.D.B.& M.

EXCEPTING THEREFROM: All that portion of Parcel 1 and Parcel 2 of Parcel Map for James N. Feddish and Esther R Feddish, filed March 15, 1989 in Book 389, Page 2175 as Document No. 198297 of Official Records of Douglas County, State of Nevada.

Said portion also known as the North 330 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 13 North, Range 21 East, M.D.B.& M.

Assessor's Parcel Number(s):

1221-05-001-001

1321-32-002-034