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Recording Requested by/Mail to: KAREN ELLISON, RECORDER	
Name: Matuska Law Offices	
Address: 2310 S. Carson Street, #6	
City/State/Zip: Carson City, NV 89701	
Mail Tax Statements to:	
Name: Lot 2 HOA c/o Associa Sierra North	
Address:Address	N
City/State/Zip: Reno, NV 89521	
First Amended Declaration of Covenants, Conditions, and Restrictions of	
Lot 2 Boulder Court Condominiums	
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	
Michael L. Matuska	
Printed Name	
This document is being (re-)recorded to correct document #, and is correcting	

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FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LOT 2 BOULDER COURT CONDOMINIUMS

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LOT 2 BOULDER COURT CONDOMINIUMS, is made this 13th day of March, 2020, by the undersigned owners and members of the LOT 2 BOULDER COURT CONDOMINIUMS Homeowners Association:

A. On or about the date of recordation of this First Amended Declaration, in the Office of the County Recorder of Douglas County, Nevada, the undersigned own that certain real property commonly known as Lot 2 Boulder Court Condominiums, a Condominium Development, improved with eighteen (18) units, and with property improvements and all appurtenances and facilities thereof, being hereinafter collectively referred to as "Lot 2 Boulder Court Condominiums" and "the Property," all of which is more particularly described as:

Units 1 through 18 of Lot 2 Condominium Map, as set forth on Sheet 6 of the 3rd Amended Map of Tahoe Village Unit No. 2 filed for record on August 14, 1979, as Document No. 35555 of Official Records of Douglas County, State of Nevada.

APNs 1319-30-512-001 through 1319-30-512-018

- B. The Property has been sold and conveyed subject to previously recorded Declarations of Covenants, Conditions and Restrictions, including but not necessarily limited to the Declaration of Covenants, Conditions and Restrictions, Lot 2 Boulder Court Condominiums, filed for record on July 20, 2006, Book 0706, Page 7047, Document No. 0680189, Official Records of Douglas County, Nevada.
- C. It is the desire and intention of the undersigned Owners now to record this First Amended Declaration to replace and supersede all previously recorded Declarations in their entirety.
- NOW, THEREFORE, pursuant to the provisions of Nevada Revised Statutes, Chapters 116 and 117, the undersigned Owners declare that the property, improvements, appurtenances, and facilities described herein as shown on the Condominium Map, previously recorded in connection with this project, shall be held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied, and improved only upon and subject to, the following uniform covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-ways, liens, charges, and equitable servitudes, all of which are hereby declared, established, expressed, and agreed:
- (1) to be in furtherance of a plan for the subdivision and sale of individual condominiums in a condominium project, as provided for in NRS 116 et seq. and 117, et seq; (2) to be for the benefit and protection of the project, its desirability, value, and attractiveness; (3) to be for the benefit of the Owners of the condominiums in the project; (4) to run with the land and be binding upon all parties having or acquiring any right, title, or interest in the project or any portion thereof; (5) to inure to the benefit of every portion of the project and any interest therein; and (6) to inure to the benefit of and be binding upon each successor and assignee-in-interest of each Owner and of Declarant. Any conveyance, transfer, sale, assignment, lease, or sublease made by

Declarant, or any Owner, or by the Association (as hereinafter defined) of a condominium in the project, will and hereby is deemed to incorporate by reference the provisions of the Declaration, including, but not limited to, covenants, conditions, restrictions, limitations, grants of easements, rights, rights-of-way, liens, charges, and equitable servitudes contained herein. The provisions of this Declaration shall be enforceable by Declarant, any Owner, the Association formed in accordance with this Declaration or its successor.

ARTICLE I DEFINITION OF TERMS

Whenever used in this Declaration, the following shall mean:

- 1. <u>ASSOCIATION</u> shall mean LOT 2 BOULDER COURT CONDOMINIUMS Homeowners Association, a Nevada non-profit corporation, consisting of all Owners of condominiums in the project, which entity shall have the duty of maintaining, operating, and managing the Common Area of the project in the manner and to the extent provided for herein. Each Owner shall become a member of the Association contemporaneously with the acquisition of a Unit without further documentation of any kind.
- 2. <u>BOARD</u> shall mean the Board of Directors for the Association.
- 3. <u>BY-LAWS</u> shall mean and refer to the duly adopted By-Laws of the Association, as the same may be from time to time amended.
- 4. COMMON AREA and COMMON ELEMENTS shall be used interchangeably and shall mean the entire project, other than the Units, owned in common by Owners of the Units or by the Association for the common use and enjoyment of the Owners. Common Areas shall include: (i) Common Areas identified on the Subdivision Map and any subsequent or amended maps, this Declaration, and the Nevada Revised Statutes; (ii) all mechanical and utility installations including, but not limited to, elevators and elevator shafts, power, gas, light, cable, television, phone, internet, electrical, water, sewer, central heating, central refrigeration, central air conditioning, and fire sprinkler installations; all equipment related to the mechanical and utility installations, including reservoirs, tanks, pumps, pipes, chutes, ducts, flumes, conduits, wires, and other installations, except for the outlets thereof (including heating and air conditioning units) when located within a Unit, which outlets shall be considered part of the Unit; (iii) all exterior components of the building, including exterior siding and roof, but not including exterior doors and windows, and not including rear decks, porches balconies or overhangs that exclusively serve a single unit or the steps leading up thereto; (iv) all structural components of the building including, but are not limited to: bearing walls, interior and exterior walkway walls, columns, roofs, foundations, exterior surfaces, and trim, excluding windows and doors; and (v) in general, all other parts of the project existing for the use of more than one (1) of the Owners, including staircases and decks used to access the front access of the Units.

- 5. <u>CONDOMINIUM</u> shall mean a condominium as defined in NRS 116.027 and NRS 117.010(2), consisting of an individual interest-in-common in a portion of a parcel of real property, together with a separate interest in the space in a residential building on such real property; more particularly, an estate in real property, consisting of an undivided 1/18th interest in the Common Area, together with a separate interest in a Unit as hereinbefore defined in said property.
- 6. <u>CONDOMINIUM PLAN</u> shall mean and refer to the Condominium Plan referred to in Nevada Revised Statutes Section 117.020, entitled LOT 2 BOULDER COURT CONDOMINIUMS, County of Douglas, Nevada, concerning the subject property filed in the Office of the Recorder of Douglas County.
- 7. <u>DECLARANT</u> shall mean: Kevin Temple and Sherri Temple.
- 8. <u>DECLARATION</u> shall mean this Declaration, as the same may be amended, changed, modified, or augmented from time to time.
- 9. <u>LIMITED COMMON AREA</u> (and elements) and EXCLUSIVE COMMON AREA (and elements) shall be used interchangeably and shall mean that portion of the common elements allocated by this Declaration, the Map attached hereto as Exhibit "B," or the Nevada Revised Statutes for the exclusive use of one or more but fewer than all of the Units. Limited Common Area shall include, but is not necessarily limited to, exterior doors and windows, and rear decks, porches, balconies or overhangs that exclusively serve a single unit or the steps leading up thereto.
- 10. <u>ORGANIZATIONAL MEETING</u> shall mean the first meeting of Owners referred to in Article IV hereof, wherein the Owners elect a new Board of Directors to manage the Association.
- 11. <u>OWNER</u> shall mean the record owner, or owners if more than one, of a condominium in the project, including Declarant, so long as any condominium in the project remains unsold.
- 12. <u>PROJECT</u> shall mean the entire parcel of real property described on the Condominium Map, divided or to be divided into condominiums, including all structures and improvements thereon.
- 13. PROJECT COMMON AREA shall mean and refer to all of the project described on the Subdivision Map and on the Condominium Plan which is not included within any Unit or within any Limited Common Area. Project Common Area shall include, but shall not be limited to: all of the underlying land of the project not situated under a residential building, all parking stalls or area, all storage areas and equipment areas, open spaces, planted and landscaped areas, and all other improvements which may be placed upon or located in the Project Common Area. It is understood that the Project Common Area is owned by the TAHOE VILLAGE HOMEOWNERS ASSOCIATION and assumption of duties thereon by the LOT 2 BOULDER COURT CONDOMINIUMS Homeowner's

Association is subject to contractual agreements and easements between the parties.

- 14. PROPERTY AND IMPROVEMENTS shall mean and include all that real property more particularly described as: of which is more particularly described as: Units 1 through 18 of Lot 2 Condominium Map, as set forth on Sheet 6 of the 3rd Amended Map of Tahoe Village No. 2 filed for record on August 14, 1979, as Document No. 3555 of Official Records of Douglas County, State of Nevada. Tahoe Summit, a condominium project, being all of Lot 117, amended map of Tahoe Village Unit No. 1, filed for record March 20, 1981, as Document No. 54593, Official Records of Douglas County, State of Nevada, together with any further amendments improved with eighteen (18) Units and with property improvements and all appurtenances and facilities thereof, being hereinafter collectively referred to as "Lot 2 Boulder Court" and "the Property."
- 15. <u>RULES AND REGULATIONS</u> shall mean those rules and regulations passed by the Board, including resolutions, with respect to fines, the rule-making authority granted in the Nevada Revised Statutes, and/or Article V of this Declaration. Rules and Regulations shall include resolutions of the Board to the extent the resolutions fall within the rule-making authority of the Board and are reduced to writing.
- 16. <u>SUBDIVISION MAP</u> shall mean the "Plat of Lot 2 Boulder Court Condominiums" being Units 1 through 18 of Lot 2 Condominium Map, as set forth on Sheet 6 of the 3rd Amended Map of Tahoe Village Unit No. 2 filed for record on August 14, 1979, as Document No. 35555 of Official Records of Douglas County, State of Nevada, a copy of which is attached hereto as Exhibit "B," together with any further amendments.
- 17. <u>UNIT</u> shall mean the elements of a condominium which are not owned in common with Owners of other Units in the project. The boundaries of the eighteen (18) Units are shown and depicted on the Condominium Map.

ARTICLE II <u>DESCRIPTION OF LAND AND IMPROVEMENTS</u>

Section 1. SUBDIVISION MAP BEST AUTHORITY

The following description is intended for information purposes only and in the event of any conflict between this description and the Subdivision Map, said Subdivision Map shall be deemed to conclusively control.

Section 2. PROPERTY DESCRIPTION

The Property consists of units and with property improvements and all appurtenances and facilities thereof, being Units 1 through 18 of Lot 2 Condominium Map, as set forth on Sheet 6 of the 3rd Amended Map of Tahoe Village No. 2 filed for record on August 14, 1979, as Document No. 3555 of Official Records of Douglas County, State of Nevada, hereinafter collectively referred to as "Lot 2 Boulder Court" and "the Property."

Section 3. PROPERTY BOUNDARIES

The Property has within its boundaries various Units and Common Area as shown and described on the Condominium Map.

Section 4. DESCRIPTION OF INDIVIDUAL CONDOMINIUMS

Each Unit within the project which shall be offered for sale, shall consist of a fee simple interest in and to the particular Unit, together with a specified undivided interest as a tenant-in-common in and to the Common Area as set forth on Exhibit "B," hereto attached and made a part hereof, the Unit more particularly shown and described on the Subdivision Map.

Section 5. EASEMENTS

Each Owner shall receive, as an incident of conveyance of his Unit, a non-exclusive easement appurtenant to his Unit, for ingress, egress, and support over, across, and through the Common Area and every portion of any Unit within the project required for structural support of any building within which said condominium is located.

ARTICLE III OWNERS' ASSOCIATION

Section 1. CREATION OF ASSOCIATION

The Owners of Units shall constitute an Owners' Association. Each Owner of a Unit, including Declarant, shall be a member of the Association. Association membership shall be appurtenant to Unit ownership and each Owner of a Unit shall automatically be a member of the Association. Ownership of a Unit within the project shall be the sole qualification for membership in the Association.

Section 2. TRANSFER OF MEMBERSHIP

The Association membership of each Owner (including Declarant) shall be appurtenant to the condominium giving rise to such membership and shall not be assigned, transferred, pledged, conveyed, or alienated in any way, except upon the transfer of title to said condominium and then only to the transferee of title to said condominium. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a condominium shall operate automatically to transfer membership in the Association appurtenant thereto to the new owner thereof.

Section 3. CONTROL OF COMMON AREA

- (a) The Common Area shall be controlled by the Owners-in-common through their membership in the Association. The Association shall have the responsibility to manage and maintain or cause to be maintained all of the Common Area in a state of high quality so as to keep the whole project in a first-class condition and in a good state of repair.
- (b) The Board shall have the authority to resolve any disputes between Owners or between an Owner (or Owners) and the Association concerning the Common Area, including, but not limited to, encroachments existing as of the date of recordation of this Declaration, and any damage or repairs required as a result of the acts of an Owner or the family, tenants, guests, and invitees thereof.

- (c) The Board shall further have the authority to authorize encroachment into Common Area and to transfer or sell Common Area to an Owner or Owners. The Board may also charge a reasonable fee for the transfer or sale of Common Area other than Limited Common Area.
- (d) Notwithstanding the foregoing, the Board may not transfer Common Area without an affirmative vote of at least fifty percent (50%) of the voting membership of the Association, excluding Board members.

ARTICLE IV MANAGEMENT OF OWNERS' ASSOCIATION

Section 1. CREATION OF BOARD OF DIRECTORS

The members of the Association shall hold an organizational meeting of the Association within forty-five (45) days after the close of the sale of the first Unit to be sold, at which time, the Owners shall elect a Board of Directors consisting of three (3) members, all of whom shall be Owners, and which may include Declarant or its representative. Prior to the organizational meeting, the initial Board named by Declarant shall manage the affairs of the Association.

Section 2. ANNUAL MEETINGS

The Board of Directors shall pick the date for the annual meeting of Owners in conformance with the Articles of Incorporation and By-Laws of the Association. If the Board of Directors does not otherwise select a date for the annual meeting, the annual meeting of Owners shall be held on the same day of the same month of each year as the previous annual meeting, except that if no annual meeting has taken place, then the same day of the same month as the organizational meeting of the Board of Directors. The number of members of the Board of Directors may be changed from time to time in accordance with the Articles of Incorporation and By-Laws.

Section 3. OWNER VOTING RIGHTS

Each Unit, regardless of the number of Owners thereof, shall be represented in the Association by only one (1) vote, which may be cast only as a Unit by the Owner(s) thereof. The vote for each Unit may be cast only as a Unit and fractional votes shall not be allowed. In the event joint Owners are unable to agree among themselves as to how their vote(s) shall be cast, they shall lose their right to vote on the matter in question. If any Owner(s) cast(s) a vote representing a certain Unit, it shall thereafter be conclusively presumed for all purposes that he or they are acting with authority and consent of all other Owners of the same condominium. In the event that more than one vote is cast for a particular Unit, none of said votes shall be counted and all of said votes shall be deemed void.

Section 4. <u>ELECTION AND REMOVAL OF BOARD - CUMULATIVE VOTING</u>

Every Owner entitled to vote at any election of the Board may accumulate his vote and give one (1) candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which his/her Unit(s) is/are entitled, or may distribute his vote on the same principle among as many candidates as he desires. Cumulative voting in the election of the Board shall be prescribed for all elections in which more than two (2) positions on the Board are to be filled. The entire Board or any individual Directors may be removed from office by affirmative vote of fifty-one percent (51%) of the members entitled to vote at an

election of the Board.

Section 5. VOTING PROXIES

Voting may be carried out either in person or by proxy as provided in the By-Laws.

Section 6. QUORUM REQUIREMENTS FOR ASSOCIATION MEETINGS

At all meetings of the Owners, twenty percent (20%) of Owners present in person or by proxy shall constitute a quorum and a majority of Owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion or the adoption of any resolution, except in connection with amendment or repeal of this Declaration as hereinafter set forth in Articles X or XII. If the required quorum is not present, another meeting may be called subject to the written notice requirement sent to all members at least ten (10) days in advance of such meeting and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum for the preceding meeting. In the absence of a quorum at a members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date.

Section 7. WRITTEN NOTICE OF MEETINGS

Written notice of regular and special meetings shall be given to members by the Board at least fifteen (15) days in advance of any such meeting. The notice shall specify the date, time, and place of the meeting and, in the case of a special meeting, the nature of business to be undertaken. A special meeting of members of the Association shall be promptly called by the Board upon: (1) the vote for such a meeting by a majority of a quorum of the Board; or (b) receipt of a written request therefore signed by members representing at least ten percent (10%) of the total voting power of the Association.

Section 8. INDEMNIFICATION FOR PERFORMANCE OF DUTIES

Every Director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorney fees) actually or necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association, whether or not he continues in such capacity at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful or intentional misconduct, a knowing violation of the law, the payment of distributions in violation of NRS 82.136, or any action or proceeding brought pursuant to NRS 82.536, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such person may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE V <u>DUTIES AND POWERS OF OWNERS' ASSOCIATION</u>

Section 1. ADMINISTRATION OF PROJECT

The Owners and each of them, together with all parties bound by the Declaration, covenant and agree that the administration of the project shall be in accordance with the provision of this Declaration, the By-Laws, and such Rules and Regulations as may be adopted by the Board, and amendments, changes, and modifications thereto, as may come into effect from time to time. In the event of any inconsistency between the provisions of the Declaration and the provisions of the By-Laws or said Rules and Regulations, the provisions of the Declaration shall prevail.

Section 2. <u>AUTHORITY OF BOARD</u>

The Board as originally constituted prior to an organizational meeting, and thereafter, as duly elected, shall at all times be responsible for the day-to-day operation and management of the affairs of the Association and shall have the sole power and duty to perform and carry out the powers and duties of the Association, as set forth in this Declaration and the By-Laws, together with the powers and duties otherwise expressly delegated to the Board by this Declaration or the By-Laws, except for an action or activity expressly set forth herein or in the By-Laws, or the Nevada Revised Statutes, as requiring the vote or assent of members of the Association, or a given percentage thereof. Without limiting the generality of the foregoing, the Board shall have the following powers and duties:

- To enforce the applicable provisions of the Declaration, By-Laws, Rules and Regulations that may be promulgated in accordance therewith and other instruments for the management and control of the project. The Board shall have the right to adopt reasonable rules and to amend the same from time to time relating to the use of the Common Area and any recreational and other facilities situated thereon, by Owners and their tenants or guests, and conduct of such persons with respect to automobile parking [except to the extent governed by the Master Association], antennas, flags, signs, and other displays, outside storage of boats, trailers, bicycles, and other objects, disposal of waste materials, drying of laundry, control of pets, and other activities, which, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the Owner whose occupants leave property in/on the Common Area in violation of the rules may be assessed to cover the expense incurred by the Directors in removing such property and storing and disposing thereof. The Directors may provide in such rules for reasonable rental charges to be made with respect to the use of any storage areas or facilities which may exist upon the Common Area, provided that such charge shall in no way impose liability upon the Directors or any of its members for damage or loss to property so stored, it being intended that the use of any such storage area or facility be solely at the risk of the person using the same. A copy of such rules and all amendments thereto shall be mailed to each Owner and a copy shall be posted in one or more places on the Common Area, where the same may be conveniently inspected.
- (b) To adopt a schedule of fines for the violation of this Declaration or any Rules and Regulations promulgated hereunder.
- (c) To pay taxes and assessments which are or could become a lien on the Common Area or some portion thereof.
 - (d) To delegate its powers to committees, officers, or employees.

- (e) To contract for materials and/or services for the Common Area or the Owners' Association with the term of any service contract limited to a duration of one (1) year, except with approval of a majority of members of the Association, exclusive of the vote of Declarant.
- (f) To maintain the Common Area, all improvements thereon, and all utilities thereunder, except those maintained by public utility companies in good, clean, attractive, and sanitary order and repair.
- (g) To maintain, repair, and keep in good operating condition that portion of the sewer system which is located upon the project and which connects to the public sewer.
- (h) To operate all recreational equipment and facilities located within the Common Area.
- (i) To repaint exterior surfaces of all buildings situated on the properties, as such repainting is required, in order to preserve the attractiveness of the community. Painting of exterior surfaces shall be deemed to include front doors, shutters, window trim, pot shelves, masonry, exterior walls, and underneath side of roof overhang.
- (j) To maintain the portion of the project not occupied by the units in good, clean, attractive, and sanitary order and repair.
 - (k) To maintain, repair, and paint the roofs of all buildings situated on the properties.
 - (l) To pay premiums, taxes, and other assessments against the Common Area.
- (m) To meet the costs of any liability insurance and fire insurance of the Common Area, fidelity bonds, Board of Director errors and omissions insurance, out-of-pocket expenses of the Board relating to the operation of the Association, legal and accounting fees, and including, without limitation, fees of any manager, and a reasonable reserve for contingencies with respect to the Common Area.
- (n) To contract for fire, casualty, liability, and other insurance on behalf of the Association.
- (0) To enter upon any privately owned lot or Unit where necessary in connection with construction, maintenance, or repair for the benefit of the Common Area or the Owners-in-common.
- (p) To send to each member of the Association written notice of regular and special meetings. Except in emergency situations, at least ten (10) days notice of any meeting shall be provided. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.
- (q) To prepare or cause to be prepared, a balance sheet and an operating (income) statement for the Association;
- (r) To establish and collect regular assessments to fund the reserve account as the same may be required by law or approved by the Board if not so required, to defray expenses attributable to ownership, use, and operation of the Common Area and facilities with said assessments to be levied against each Owner, including Declarant, according to the fractional interest in the Common Area owned by each Owner.
- (s) To establish and collect special assessments for capital improvements or other purposes on the same basis as regular assessments.
- (t) To file liens against Unit Owners on account of non-payment of assessments duly levied and to foreclose said liens as provided by Article VIII.
- (u) To receive complaints concerning violations of the Declaration, By-Laws, Rules and Regulations, and/or other instruments for management and control of the Association; to hold hearings to determine whether or not to discipline members of the Association who

violate said management documents; to suspend use privileges and voting rights of members who violate said management documents after a hearing on the alleged violations has been held pursuant to the provisions of the By-Laws.

- (v) To acquire and hold for the benefit of the Unit Owners tangible and intangible personal property and to dispose of same by sale or otherwise.
- (w) To bond any members of any management body which participates in the management affairs of the Association.
- (x) To employ a professional manager. The manager may be selected by Declarant or by the Board prior to the organizational meeting to manage only until the first annual Owners' meeting. At the first annual meeting, the Board may decide to continue the contract of the initial manager or may select a different manager. Neither the Declarant nor the Board shall enter into a management contract that binds the Association for a period in excess of one (1) year, unless said contract is approved by a majority of members of the Association with the following exceptions: (i) a management contract, the terms of which have been approved by FHA or VA; (ii) a contract with a public utility company if the rates charged for materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; (iii) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration; provided that the policy permits for short rate cancellation by the insured.
- (y) The Board shall carry workers' compensation insurance covering all persons employed by it in performance of its responsibilities under this Declaration and may obtain fidelity bonds for such of its employees as it may deem advisable.
- With respect to each contract made by the Board for repainting of exterior surfaces of building(s) and car storage spaces and each contract for work and/or materials related to maintenance, repair, rebuilding, or replacement of any building, structure, or other improvement situated upon the Common Area in which the amount to be paid by the Board exceeds One Thousand Five Hundred Dollars (\$1,500), the Board shall take all reasonable efforts to secure at least three (3) bids from responsible contractors and shall accept the lowest qualified bid so obtained. If the amount of the contract exceeds the sum of Three Thousand Dollars (\$3,000), the Board shall take all reasonable efforts to require the contractor to furnish a completion bond assuring completion of the work and payment of all labor and material bills for which a lien on the Common Area or any residential Unit could be claimed. The Board shall require from each contractor which it engages satisfactory evidence that adequate worker's compensation and liability insurance is carried with respect to the employee(s) and activities of such contractor. In cases where a completion bond is neither required nor available, the Board shall require labor and material releases to be furnished by the contractor prior to making payment to same, unless the Board deems such requirements to be impractical or unnecessary to afford protection against liens.
- (aa) Only with written consent of a majority of the voting power of the Association residing in members other than Declarant; (i) to incur aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; (ii) sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; (iii) pay compensation to members of the Board or to officers of the Association for services performed in the conduct of Association business; provided, however, that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

(bb) To serve as the architectural control committee, or to appoint an architectural control committee, and to establish reasonable rules and regulations or by-laws for the operation of the committee.

ARTICLE VI INSURANCE

Section 1. FIRE INSURANCE

The Board shall carry fire insurance with extended coverage endorsement or other form of coverage providing protection equal to or greater than the amount of full insurable replacement value (as determined by appraisal or such other method as shall be deemed appropriate by the Board and be acceptable to the insurance carrier and reviewed at least annually), of all buildings, structures, landscaping, and other improvements (including furnishings and equipment related thereto) situated upon the Common Area. Such insurance shall be payable to the Board. In the event of damage to or destruction of any building, structure, or other improvement situated upon the Common Area, the Board shall cause the same to be repaired, rebuilt, or replaced. In the event the cost of such repair, rebuilding, or replacement exceeds the insurance proceeds payable by reason of said damage or destruction, the amount of the difference shall be prorated among the Owners and assessed to such Owners in accordance with the provisions of Articles VIII and XII. In the event the amount of such insurance proceeds exceeds the cost of such repair, rebuilding, or replacement, the surplus shall be retained by the Association and shall be taken into consideration in determining the amount of the annual assessment for the next budget period. Further, the Board shall carry a blanket policy or policies of casualty insurance with a special form all-risk coverage endorsement, for the full insurable replacement cost, from time to time, of the Common Area and the Units (or such other blanket fire and casualty insuring the Board, the Association, the Owner or Owners of each Unit hereunder, and their mortgages or mortgagees, as their respective interest may appear, against loss due to fire and/or other casualty customarily insured against by homeowners, which policy or policies may provide for separate protection for each Unit to the full insurance replacement cost thereof, and a separate loss-payable endorsement in favor of the mortgagees of each Unit, if any, and shall contain provisions, to the extent possible, protecting against any reduction in the amount of the proceeds payable as a result of any fire or similar insurance independently carried by any Owner of or with respect to any Unit.

In order to facilitate the provisions and maintenance of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the entire project prior to or concurrently with the financing of such sales and any obligations or commitments for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any Units, shall become an obligation of the Board and shall be paid out of the maintenance fund as provided herein.

Section 2. LIABILITY INSURANCE

The Board shall carry a policy or policies insuring the Association, the Board, each and all of the Owners, and management agent, if any, against any liability to the public or to the Owners or any other person, resulting from or incident to, the ownership, management, and use of the project by the Association, the Board, the Owners, their invitees and tenant(s), and members of the public, the liability limits under which insurance shall not be less than One

Million Dollars (\$1,000,000) for the total personal injury from any one (1) accident; Five Hundred Thousand Dollars (\$500,000) for personal injury to one (1) person; and Five Hundred Thousand Dollars (\$500,000) for property damage (such limits to be reviewed annually by the Board and increased in its discretion).

Section 3. ERRORS AND OMISSIONS INSURANCE

The Board shall obtain such errors and omissions insurance or other insurance as it deems advisable in a minimum aggregate amount of not less than \$1,000,000 insuring the Association, the Board and each member thereof, against any liability for an act or omission in carrying out their obligations hereunder or resulting from their membership on the Board, or any committee thereof.

Section 4. FLOOD INSURANCE

Additionally, the Board shall purchase and carry flood hazard insurance in the maximum amount available in the event the area in which the project is located is designated by the Office of Housing and Urban Development as an area having special flood hazards. All insurance policies purchased by the Board for the mutual benefit of all Owners shall contain a provision that each Owner will receive a notice from the insurance company that said policy is in effect and that each Owner will receive thirty (30) days' notice prior to cancellation or termination of said policy for any reason whatsoever.

Section 5. ADDITIONAL INSURANCE BY UNIT OWNER

The Association shall not be liable for any damage to a Unit Owner's Unit, personal property, furniture, or fixtures, or for loss of use of a Unit, except in cases of reckless or gross negligence by the Association. It is the responsibility of Unit Owners to obtain additional insurance coverage for the Owner's personal property, furniture, and fixtures. The Owner of any Unit may purchase such fire and casualty insurance as he/she may deem advisable for his/her own account and at his/her own expense, except that the carrying of any insurance individually by any Owner shall not relieve him/her of the obligation to pay such portion of assessments as he/she may be made from time to time for the purpose of paying premiums or other charges on fire and casualty insurance carried or contracted for by the Board for the benefit of the entire project and provided that any such insurance shall contain a loss-payable clause in favor of such Owner's mortgagee or mortgagees and the Board, as their respective interest may appear. No such insurance coverage or the terms of any such insurance policy shall defeat or contravene the purpose and interest of Article XII (Damage and Destruction) hereof.

If any additional insurance is required due to extra hazardous use made of any Unit or because of improvements to any Unit installed by its Owner, which increases the premiums for the required amount of coverage, the costs thereof shall be assessed to the Owner of such Unit.

ARTICLE VII FISCAL AFFAIRS

Section 1. DISTRIBUTION OF BUDGET

Unless the Nevada Revised Statutes impose more stringent requirements, the Board shall, not less than thirty (30) days or more than sixty (60) days before the beginning of the fiscal year of the Association, prepare and distribute to each Unit's Owner a copy of:

- (a) The budget for the daily operation of the Association. The budget must include, without limitation, the estimated annual revenue and expenses of the Association and any contributions to be made to the reserve account of the Association.
- (b) The budget to provide adequate reserve funding for the reserves required by paragraph (b) of subsection 2 of NRS 116.3113.

In lieu of distributing copies of the budget, the Board may distribute to each Unit's Owner a summary of those budgets, accompanied by a written notice that the budgets are available for review at the management office and will be provided upon request.

Section 2. APPROVAL OF BUDGET

Within sixty (60) days after the adoption of any proposed budget by the Board, the Board shall provide a summary of the proposed budget to each Unit's Owner and shall set a date for a meeting of the Units' Owners to consider ratification of the proposed budget. Unless at that meeting a majority of all Units' Owners reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present.

Section 3. AUDITS

Except as otherwise required by the Nevada Revised Statutes, the Board shall cause the financial statement of the Association to be reviewed by an independent certified public accountant during the year immediately preceding the year in which a study of the reserves of the Association is to be conducted pursuant to NRS 116.31152.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. <u>CREATION OF LIEN – PERSONAL OBLIGATION FOR ASSESSMENTS</u>

Each Owner of any Unit within the project, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; (2) special assessments for capital improvements; (3) emergency assessments; such assessments to be fixed, established, and collected from time to time, as hereinafter provided. The regular, special, and emergency assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Unit against which each such assessment is made from the time the assessment is due until paid, which lien shall be created and enforced in accordance with the provisions of this Article VIII. Each such assessment (and all other assessments levied in accordance with this Declaration), together with late charges, interest, costs, penalties, and reasonable attorney fees as provided for herein, shall also be the joint and several personal obligations of each person who was an Owner of such Unit at the time the assessment fell due.

Section 2. BASIC MAXIMUM AMOUNT OF REGULAR ASSESSMENT

Each Owner shall be obligated to pay to the Board, or a designated member thereof, or to the manager, if any, an initial assessment as indicated on Exhibit "A," attached hereto and made a part hereof.

Section 3. MAINTENANCE FUND

Assessment charges so collected shall be promptly deposited in a commercial bank account in a bank to be selected by Board or by the manager, if any, which account shall be clearly designated in the name of the Owners' Association. The Board or the manager, as the case may be, shall have exclusive control of said account and shall be responsible to the Owners for the maintenance of accurate records thereof at all times. No withdrawal shall be made from said account except to pay for the charge and expenses for the common benefit of all Owners.

Section 4. RESERVES FOR COMMON AREA MAINTENANCE AND REPLACEMENT

An adequate reserve fund for replacement of the Common Area facilities must be established by the Association and must be funded by regular assessments rather than by special assessments; however, the Board may withdraw funds from the reserve fund to cover emergency expenditures, provided that the account shall be replenished to the amount required by the most recent reserve study through a special assessment and/or an increase in regular assessments.

Section 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND EMERGENCY NEEDS.

In case the regular assessment described in Section 2(a) hereof is insufficient for any reason, the Board shall have authority to levy a special assessment to make up the deficiency on the same basis as a regular assessment. However, on any proposed special assessment in any fiscal year the Board may not, without the vote or written consent of a majority of the voting power residing in members other than Declarant, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year unless the special assessment is necessary to:

- (a) Satisfy a court order.
- (b) Repair or maintain the common interest development or any part thereof for which the association is responsible where a threat to personal safety on the property is discovered.
- (c) Repair or maintain the common interest development or any part thereof for which the association is responsible that was not reasonably foreseen by the executive board in preparing and distributing the annual budget report. However, prior to the imposition or collection of a special assessment under this subdivision, the board shall pass a resolution containing written findings as to the necessity of the expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members with the notice of assessment.
- (d) Satisfy any other obligation imposed by statute or the governing documents of the Association.

Section 6. PAYMENT OF ASSESSMENT BY DECLARANT

Upon the close of escrow of the first Unit in the project, Declarant shall be obligated to pay the monthly maintenance charge and assessments hereinbefore provided for each unsold Unit.

<u>Section 7.</u> <u>DATE OF COMMENCEMENT OF ASSESSMENTS – DUE DATES</u>

Regular assessments shall be paid by each Owner in equal monthly or quarterly installments in advance on the first day of each month or quarter beginning upon the close of the sales escrow for each particular Unit and prorated through escrow to the date of close of escrow for the month or quarter in which escrow closes. Special and emergency assessments shall be paid within thirty (30) days of receipt of a request to pay same. Declarant shall pay assessments for all unsold Units commencing immediately following the date of recordation of a deed to the first purchaser of a condominium.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS – LIEN RIGHTS – REMEDIES OF THE ASSOCIATION

Every Owner, including Declarant, shall be deemed to covenant and agree to pay the assessments provided for in this Declaration and further agree to the enforcement of such assessments in the manner provided for in this Declaration and the Nevada Revised Statutes.

- (a) <u>Lien Rights</u>. The Association has a lien on a Unit for any construction penalty that is imposed against the Unit's Owner pursuant to NRS 116.310305, any assessment levied against that Unit or any fines imposed against the Unit's Owner from the time the construction penalty, assessment, or fine becomes due, together with penalties, fees, charges, late charges, fines, interest at the rate of seven percent (7%) per annum or the rate prescribed for judgments in the State of Nevada, whichever is higher, and any costs of collecting a past due obligation, including attorney fees.
- (b) <u>Delinquency</u>. In the event of default by any Owner in the payment of any obligation imposed by the Declaration, such amounts as may be in default status shall be enforced as provided in NRS 116.3116, et seq. and NRS 117.070, et seq., through the recordation of a Notice of Default and Election to Sell and the judicial or non-judicial foreclosure sale of the Unit.
- (c) Exercise of Power of Sale. The power of sale shall not be exercised until: (i) the Association, its Board, Management Company, attorney, or duly authorized agent has first executed and caused be recorded in the county wherein the condominium is located a Notice of Default and Election to sell the condominium; (ii) the Unit Owner or his successor-in-interest has failed to pay the amount of the lien, including costs, fees, interest, and penalties incurred in the enforcement and collection thereof, for a period of ninety (90) days from the recording of said Notice of Default; and (iii) the Association, its Board, Management Company, attorney, or duly authorized agent has given notice of the sale and provided any other notices required by law.
- (d) <u>Enforcement of Lien by Suit</u>. Nothing in this Declaration shall be construed as a limitation of the rights of the Association to record a new Notice of Default and renew the lien. If any action is filed by the Board to enforce the provisions of this Article, any judgment rendered against the defaulting Owner shall include all costs, expenses, and reasonable attorney fees necessarily incurred in prosecuting such action.

Section 9. HOMESTEAD WAIVER

Each Owner does hereby waive, to the extent of any liens created pursuant to the Article, the benefit of any homestead or exemption law of the State of Nevada in effect at the time any installment of maintenance charges becomes delinquent or any lien is imposed, pursuant to the

terms hereof.

Section 10. CURING OF DEFAULT

Upon the timely payment or other satisfaction of all delinquent assessments set forth in the Notice of Assessment filed and recorded in accordance with this Article, and all other assessments which have become due and payable with respect to the condominium Unit as to which such Notice of Assessment was filed and recorded, following the date of such recordation, together with all costs (including reasonable attorney fees) and all late charges and interest which have accrued thereof, the Board shall cause to be filed and recorded a further notice stating the satisfaction and release of the lien created by the Notice of Assessment. The Association may charge a reasonable fee covering the cost of preparation and recordation of the Notice of Release and Satisfaction which shall be paid to the Association prior to the execution, filing, and recordation of such Notice of Release and Satisfaction, by the Board. The Notice of Release and Satisfaction of the lien created by the Notice of Assessment shall be executed by any officer of the Association or by any authorized representative of the Board. For the purposes of this paragraph the term "costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the Notice of Assessment and in efforts to collect the delinquent assessments secured by the lien created by the Notice of Assessment and shall also include a reasonable sum for attorney fees actually incurred.

Section 11. PRIORITY OF ASSESSMENT LIEN – SUBORDINATION OF LIEN

Except as otherwise provided in the Nevada Revised Statutes, any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of the beneficiary of any purchase money deed of trust upon the entire project or upon any Unit therein, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or the priority of such first deed of trust, unless the beneficiary thereof shall expressly subordinate his interest in writing to such lien.

<u>Section 12.</u> <u>RIGHTS OF BOARD – WAIVER OF OWNERS</u>

Each Owner hereby vests in and delegates to the Board or its duly authorized representatives the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale or otherwise, against any Owner or Owners for the collection of delinquent assessments in accordance herewith and hereby expressly waives any objection to the enforcement in accordance with this Declaration of the obligation to pay assessments as set forth herein.

Section 13. EQUAL RATE OF ASSESSMENT

Both regular and special assessments shall be fixed in the same proportionate share as the Owner's respective interest in the Common Area and may be collected on a regular basis, except in situations where the special assessment is a remedy utilized by the Board to reimburse the Association for costs in bringing the member and his/her Unit into compliance with the provisions of this Declaration.

Section 14. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of members thereof, their guests and invitees and, in particular, shall be used for the purpose of improving, protecting, operating, and maintaining the Common Area and facilities, improvements, landscaping, and structures located

thereon, the providing for the acquisition and maintenance of the Common Area and the Units and otherwise providing for the performance by the Board of each and every one of the powers and duties of the Board.

ARTICLE IX USE RESTRICTIONS

Section 1. ONE USE, BUSINESS USAGE PROHIBITED

All Units in the project above-described shall be used solely for single family residences.

Section 2. MAINTENANCE OF UNIT

The Owners shall maintain in good repair their doors and windows and the interiors of their Units and shall keep their decks and balconies free from snow, trash, and debris. Owners shall have the exclusive right, at their sole cost and expense, to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows, and doors bounding their respective Units. If an Owner fails to so maintain his Unit or any Limited Common Elements allocated to the Unit or make repairs thereto in such manner as may be deemed necessary in the judgment of the Board, to preserve and protect the attractive appearance and value of the project, the Board shall give written notice to such Owner stating with particularity the work of maintenance or repair which the Board finds to be required and requesting that same be carried out within a period of sixty (60) days from the giving of such notice. If such Owner fails to carry out such maintenance and/or repair within the period specified by the Notice, the Board shall cause such work to be done and shall assess the cost thereof to such Owner as a special assessment together with a 10% administrative fee to be due and payable within thirty (30) days after the Board gives said written notice thereof.

Section 3. OTHER STRUCTURAL CHANGES

No Owner shall, at his own expense or otherwise, make any alteration, addition, or modification to the building in which his Unit is located, including replacing exterior doors and windows, or to any part or portion of the Common Area without the prior written approval of the Board and the Master Association to the extent required. With respect to the installation of awnings, sunshades, screen doors, and other minor installations to any individual Unit, the prior written consent of the Board shall be exercised with a view toward promoting uniformity and thereby enhancing the attractiveness of the Property as a whole. No radio or television receiving or transmitting antennas or external apparatus shall be installed on or upon any Unit or in, on, or upon any part of the Common Area without prior written approval of the Board and the Master Association to the extent required. Normal radio and television installations within an individual Unit are excepted.

Section 4. COMMON AREA IMPROVEMENTS

No fence, hedges, or walls shall be erected and maintained upon the Common Area, except such as are installed in accordance with the initial construction of the building located thereon or approved in writing by the Board and, further, no building, fence, structure, or wall shall be constructed upon any of the open spaces unless approval for such construction has been specifically obtained from the Master Association. The Board or its duly appointed agent, including the Manager, if any, shall have the exclusive right to paint, decorate, repair, maintain, and alter or modify the exterior walls, balconies, railing, exterior door surfaces, roof, and all installations and improvements in the Common Area and no Owner of a Unit shall be permitted

to do or have done any such work. The prior written approval of the Architectural Committee shall be required for installation of any awnings, sunshades, or screen doors. The restrictions set forth herein shall not apply to the initial construction of buildings and improvements by Declarant.

Section 5. COMMON AREA MAINTENANCE AND DECORATION AUTHORITY

- (a) The Association shall operate, maintain, and otherwise budget for and manage or provide for the operation, maintenance, and management of all Common Areas and Common Elements owned by the Association or over which the Association retains a maintenance and access easement as identified in Article I.4, *supra*. Each Owner of a Unit on which Common Elements are located grants to the Association and its authorized representatives the right to enter upon the Unit to carry out the duties of the Association set forth in this Declaration. Such operations and management shall be conducted in a first-class manner and the Common Elements shall be maintained in a good state of repair. In this connection, the Association may enter into contracts for services or materials for the benefit of the Common Elements.
- (b) The Association shall have the authority and duty to pay for utilities and services required for the Common Elements.
- (c) The Association shall have the authority and power to construct, improve, repair, and reconstruct improvements on, over, and under the Common Area that are not inconsistent with this Declaration and are appropriate for the use and benefit of Members and to charge for the use thereof as deemed applicable.

Section 6. OFFENSIVE ACTIVITY

No Owner shall permit or suffer anything to be done or kept upon the project which shall increase the rate of insurance thereon or which shall obstruct or interfere with the rights of other Owners or annoy them by unreasonable noises or otherwise; nor shall he commit or permit any nuisance on the project or commit or suffer any immoral or illegal act to be committed thereon. Each Owner shall comply with all applicable ordinances and statutes and with the requirements of the local and/or state Board of Health with respect to the occupancy and use of his Unit.

Section 7. EXPLORATION OF MINERALS

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the project or within five hundred (500) feet below the surface of the property and no derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained, or permitted upon any portion of the project.

Section 8. ALL USES SUBJECT TO THE DECLARATION OF TAHOE VILLAGE UNIT NOS. 1, 2, AND 3

All Units in the project above-described shall be subject to the terms and conditions of that certain Declaration of Covenants, Conditions, and Restrictions for TAHOE VILLAGE UNIT NOS. 1, 2, and 3 as amended. The original Declaration was recorded August 31, 1971 and has been subject to amendments thereafter.

Section 9. USES OF COMMON AREA

- (a) All improvements to Common Area shall be submitted for approval by the Architectural Review Committee and shall specifically be subject to the requirements of any building codes or other requirements of any government agency having the authority or jurisdiction to approve such improvements. The Association may retain one or more design professionals or consultants to review the plan of improvement and the Owner undertaking the plan of improvement shall reimburse the Association for the costs associated therewith. The Board shall serve as the Architectural Review Committee if the Board has not appointed an Architectural Review Committee.
- (b) The Owner of the Unit improving the Common Areas shall be solely responsible for all maintenance and upkeep of said Common Areas. Further, said Owner shall be responsible to obtain adequate insurance coverage to protect the Association in the event of any casualty or of any damage caused by said Owner's installation of improvement or utilities in the Common Area. In the event there is an increase in the insurance coverage to the Association because of the improvement of the Common Area by the Owner entitled to improve said area, then said Owner shall be responsible for the payment of the additional costs. Further, the Association shall have all rights of easements for entrance into the Common Area as set forth in this Declaration.
- (c) The Board may require that any improvements in and to the Common Area shall take place by way of an amendment to the Map and that the improvements and Common Area be converted to fee title of the appurtenant Unit and may adopt reasonable rules and regulations for improvement of Common Area, including design review and reimbursement of costs, not inconsistent with this Declaration.

Section 10. ANIMALS AND LIVESTOCK

No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas except that a reasonable number of dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided further the Board may adopt rules and regulations limiting or restricting the keeping of any such household pets.

Section 11. MECHANICS' LIENS

In case there shall be filed a Notice of Mechanics' Lien against the Project for, or purporting to be for, labor or material alleged to have been furnished or delivered at the Project or any Unit for the Unit Owner, the Unit Owner shall forthwith cause such lien to be discharged by payment, bonding, or otherwise. If the Unit Owner shall fail to cause such lien to be discharged by payment, bonding, or otherwise within five (5) days from the date of notice from the Board, then the Board may cause such lien to be discharged by payment, bond, or otherwise without investigation as to the validity thereof or any offsets or defenses thereto and shall have the right to collect from said Unit Owners all amounts so paid, together with the interest thereon at the legal rate, and all costs and expenses paid or incurred in connection therewith, including reasonable attorney fees.

ARTICLE X GENERAL PROVISIONS

Section 1. OWNER KEY DEPOSIT FOR EMERGENCY REPAIR – RIGHT OF ENTRY

The Board shall have authority to designate one or more qualified repairmen or other persons to enter upon and within any individual Unit, in the presence of the Owner thereof or otherwise, for the purpose of making emergency repairs therein or for necessary maintenance or repair to portions of the Common Area or to abate any nuisance being conducted or maintained in said Unit in order to protect the property rights and best interest of the remaining Owners. To facilitate this paragraph, all Owners shall deposit with the property manager or his nominee a key or key code to their Units.

Section 2. OWNER ACCESS TO BOOKS AND RECORDS OF THE ASSOCIATION

The books and records of the Association shall be made available for inspection and copying by any member of the Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member at the office of the Association. The Board shall establish reasonable rules with respect to: (a) notice to be given the custodian of records by the member desiring to make the inspection; (b) hours for reproduction of documents required by a member. Every Director shall have the absolute right at any reasonable time to inspect the books, records, and documents of the Association and physical properties owned or controlled by the Association. The right to inspect by a Director shall include the right to make extracts and copies of documents. The books and records available to the Owners shall include the membership register, minutes of meetings of members of the Board and of committees of the Board, financial statements, budgets, study of reserves, and contracts to which the association is a party. The books and records available to the Owners shall not include employee personnel records, except records relating to the number of hours worked and the salaries and benefits of the employees, records relating to another unit's Owner, minutes of an executive board meeting, or reserve studies that are still in draft phase and have not been placed on the agenda for approval by the executive board.

Section 3. TAXES

Each Owner shall pay any real and personal property taxes separately assessed against his Unit and all utility charges separately metered or charged against his Unit and such payment shall be made by each Owner in addition to and separately from assessments otherwise payable to the Association by each Owner.

Section 4. LIBERAL INTERPRETATION OF DECLARATION

The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the project for the mutual benefit of all Owners.

Section 5. SEVERABILITY OF PROVISIONS

The provisions herein shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any of the provisions hereof shall not affect the validity of the remaining provisions.

Section 6. SUCCESSORS AND ASSIGNS

This Declaration shall be binding upon and shall insure to the benefit of the heirs, personal representatives, successors, and assigns of Declarant and the heirs personal representatives, granters, lessees, and assignees of Owners.

Section 7. DELIVERY OF NOTICES AND DOCUMENTS

Any written notice or other documents relating as required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided for herein or in the By-Laws to the contrary as to the type of notice being given, shall be deemed to have been delivered and received forty-eight (48) hours after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows:

- (a) If to an Owner other than Declarant, to the address of any Unit in the project owned by him in whole or in part or to the address last furnished to the Board by such Owner for the purpose of giving notice and delivering documents. Each Owner, other than Declarant, shall file in writing with the Board promptly upon becoming an Owner his address for the purpose of giving notice and delivering documents and shall promptly notify the Board in writing of any subsequent change of address;
- (b) If to Declarant, whether in its capacity as an Owner or in any other capacity: N/A.
- (c) Prior to the organizational meeting, notices to the Board shall be addressed to the address set forth in (b) above therefore, notices to the Board shall be addressed to the Secretary and the Board shall cause the address of the Secretary to be posted at all times in a conspicuous place. In addition, from and after the organizational meeting, notice of the address of the Secretary of the Association shall be given by the Board to each Owner within a reasonable time after the Board has received actual notice of such Owner's purchase of a condominium.

Section 8. NOTIFICATION OF SALE OF CONDOMINIUM

Concurrently with the consummation of the sale of any condominium under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth: (1) the name of the transferee and his transferor; (2) the street address or Unit number of the condominium purchased by the transferee; (3) the transferee's mailing address; and (4) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by Declarant, the Board, the Architectural Committee, or any agent or representative thereof, shall be deemed to be duly made and given to the transferee, if duly and timely made and given to said transferee's transferor.

Section 9. PROFESSIONAL MANAGEMENT OF PROJECT

The association may employ or retain as an independent contractor a manager to perform all or any part of the Association's delegable duties. Any agreement for professional management of the project or any other contract providing for services by Declarant must have a maximum term of one (1) year and must provide for immediate termination by either party for cause or for termination without cause upon ninety (90) days' or less written notice and payment of a termination fee if required by the contract. The Association shall not delegate the following

powers: (i) to borrow money; (ii) to use Association property as security for a debt; (iii) to levy Assessments; (iv) to begin litigation; (v) to make capital expenditures in excess of One Thousand Dollars (\$1,000); (vi) to impose discipline for violation of the Governing Documents; or (vii) to hold disciplinary hearings.

ARTICLE XI SUSPENSION OF THE RIGHT OF PARTITION

The right of partition of the Common Area is hereby suspended pursuant to NRS 117.050. The project may be partitioned and sold as a whole pursuant to the provisions of NRS 117.050 upon a showing of the occurrences of any one of the events therein provided. Additionally, partition may be had of the project upon the showing that the conditions for such partition by sale set forth in Article XI have been met. Nothing herein contained shall prevent the partition or division of interest between joint or common Owners of one condominium through a court-ordered sale of the entire Unit.

ARTICLE XII DESTRUCTION OF IMPROVEMENTS

Section 1. RECONSTRUCTION WITH ELECTION OF OWNERS

In the event of total or partial destruction of the improvements in the condominium project, a special meeting shall be called for the purpose of having the Association members vote on whether or not to repair the damage. Said meeting shall be called within forty-five (45) days of said destruction. If reconstruction is to take place, as approved by a majority of the Owners, the Board shall be required to execute, acknowledge, file, and record, not later than one hundred twenty (120) days from the date of said destruction, a certificate declaring the intention of the Owners to rebuild.

Section 2. TAHOE VILLAGE HOMEOWNERS' ASSOCATION APPROVAL OF RECONSTRUCTION PLANS

In the event of a total or partial destruction of the improvements and an Owners' vote to reconstruct, then such restoration shall take place only after approval of all plans by the TAHOE VILLAGE HOMEOWNERS' ASSOCIATION and said Association shall have the authority to require reconstruction to be in conformity with all building codes and ordinances then in effect.

Section 3. RECONSTRUCTION ASSESSMENTS

If a majority of Owners determine to rebuild, each Owner shall be obligated to contribute such funds as shall be necessary to pay his proportionate share of the cost of reconstruction over and above the insurance proceeds and the proportionate share of each Owner shall be the same as his proportionate interest in the Common Area. In the event of failure or refusal by an Owner to pay his proportionate share, after notice to him, should failure or refusal continue for a period of sixty (60) days, the Board may levy a special assessment against such Owner, which may be enforced under the lien provisions contained in this Declaration.

Section 4. OBLIGATION OF BOARD

If a majority of Owners determine to rebuild, the Board shall obtain bids from at least two (2) reputable contractors and shall award construction work to the lowest qualified bidder. The Board shall have authority to enter into a written contract with said contractor for such reconstruction work and the insurance proceeds held by the Board shall be disbursed to said

contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to insure the commencement and completion of such reconstruction at the earliest possible time.

Section 5. <u>DETERMINATION NOT TO REBUILD</u>

If a majority of Owners do not authorize rebuilding:

- (a) <u>Distribution of Insurance Proceeds</u>. Subject to the rights of mortgagees, any insurance proceeds available for such rebuilding shall be distributed among the Owners and their individual lenders by the Board as their respective interests may appear. The proportionate interest of each Owner in said proceeds in relation to other Owners shall be the same as the proportionate ownership in the Common Area.
- (b) Recordation of Certificate Not to Rebuild. The Board shall have the duty, within one hundred twenty (120) days of the date of such loss, to execute, acknowledge, and record a certificate setting forth the determination of the Owners not to rebuild and shall promptly cause to be prepared and filed such revised maps and other documents as may be necessary to show the conversion of the project to the status of unimproved land or to show the elimination of one or more of the Units as a result of such destruction. The TAHOE VILLAGE HOMEOWNERS' ASSOCIATION shall approve, prior to their filing, any maps or documents required by this Section 5 or before the sale of all or any portion of the project due to a decision not to rebuild.

Section 6. REVIVAL OF RIGHT TO PARTITION CONDOMINIUM

Upon recordation of such certificate, the right of any Owner to partition his condominium through legal action shall forthwith revive.

Section 7. CONDEMNATION

In the event an action for condemnation is proposed or commenced by any governmental body having the right of eminent domain, the following provisions shall apply: If such action or proposed action is for the condemnation of the entire project, or a portion thereof, upon the unanimous consent of all Owners, the project may be sold to such government body prior to judgment and the proceeds of such sale shall be distributed to the Owners and their lenders, as their respective interest may appear, based upon each Owner's interest in the Common Area. Lacking such unanimous consent, any consequent compensation for the taking shall be distributed to the Owners according to their proportionate interest in the property taken by the government body.

ARTICLE XIII PROHIBITION AGAINST SEVERABILITY OF COMPONENT INTEREST IN CONDOMINIUMS

Section 1. PROHIBITION OF SEVERANCE

No Owner shall be entitled to severe his Unit in any condominium from his undivided interest in the Common Area for any purpose. Neither of said component interests may be severally sold, conveyed, encumbered, hypothecated, or otherwise dealt with and any violation or attempted violation of this provision shall be void and of no effect.

Section 2. CONVEYING OF ENTIRE CONDOMINIUM

Subsequent to the initial sales of the condominiums, any conveyance of a Unit or of the component interests in the Common Area by the Owner of any condominium shall be presumed to convey the entire condominium provided, however, that nothing contained herein shall be construed to preclude the Owner of any condominium from creating a co-tenancy in the ownership of said condominium with any other person or person.

ARTICLE XIV PROTECTION OF LENDERS

Section 1. WRITTEN NOTIFICATION TO FIRST MORTGAGEES.

A first mortgagee, upon request, is entitled to written notification from the Board or the Association of any default in the performance by an individual Unit mortgagor of any obligation under the condominium documents (Declaration of Covenants, Conditions, and Restrictions; By-Laws; and Rules and Regulations), which is not cured within sixty (60) days. It shall be the responsibility of each Owner of a Unit to notify the Association within thirty (30) days of the close of his escrow to purchase such Unit, of the name and address of the holder of the first mortgage on his particular condominium.

Section 2. PRIOR APPROVAL OF FIRST MORTGAGE HOLDERS

Unless at least seventy-five percent (75%) of holders of first mortgage liens on individual condominiums have given their prior written approval, the Association shall not:

- (a) By act or omission, seek to abandon or terminate the condominium regime.
- (b) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design of the exterior appearance of the Units, the exterior maintenance of the Units, or the maintenance of the Common Area.
- (c) Change the pro rata interest or obligations of any condominium Unit for: (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; and (ii) determining the pro rate share of ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by Unit Owners in the project in undivided pro rate interests ("Common Area").
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the condominium project shall not be deemed a transfer within the meaning of this clause.
- (e) Use hazard insurance proceeds for losses to any condominium property (whether to Units or to the Common Area) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Area of the project.

Section 3. MORTGAGEE'S RIGHT TO PAY TAXES OR CHARGES

The mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area, and mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement is reflected in an agreement in favor of all mortgagees duly executed by the Association and an original or certified copy of such agreement possessed by Declarant.

Section 4. EXAMINATION OF BOOKS AND RECORDS

The holders of first mortgages shall have the right to examine the books and records of the Association.

Section 5. TAXES, ASSESSMENTS AND CHARGES

All taxes, assessments, and charges which may become liens prior to the first mortgage under the local law shall relate only to the individual condominiums and not the project as a whole.

Section 6. NO PRIORITY OVER RIGHTS OF FIRST MORTGAGEES

No provision herein shall give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Area.

Section 7. NOTICE TO LENDER

The Association shall give written notice to all first mortgagees of any loss to or taking of the common elements of the project if such loss or taking exceeds Ten Thousand Dollars (\$10,000) or damage to a condominium Unit covered by a mortgage exceeds One Thousand Dollars (\$1,000).

Section 8. CONFLICT

If there is any conflict between any provision of this Article and any other provision in this Declaration or the By-Laws of the Association, the language contained in this Article "Protection of Lenders" shall control.

ARTICLE XV BREACH

Section 1. RIGHT OF ENTRY

Violation of any of the provisions, conditions, restrictions, covenants, easements, or reservations contained herein shall give to Declarant or its successors, or to the Association, the right to enter on the property upon or as to which such violation exists and to abate and remove, at the expense of the Owner thereof, any erection, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof. Such entry shall be made only after three (3) days' notice to said Owner and with as little inconvenience to the Owner as possible, and any damage caused thereby shall be repaired by the Association. Declarant or its successors shall not thereby be deemed guilty of any manner of trespass by such entry, abatement, or removal.

Section 2. NUISANCE

The result of every act or omission whereby any provision, condition, restriction, covenant, easement, or reservation herein contained 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 Declarant or its successors or the Association. Such remedy shall be deemed cumulative and not exclusive.

Section 3. RIGHT OF LIEN HOLDER

A breach of any of the provisions, conditions, restrictions, covenants, easements, or reservations herein contained shall not affect or impair the lien or charge of any bona fide first mortgage or first deed of trust made in good faith and for value on any of the Units; provided, however, that any subsequent Owner of the Unit shall be bound by these provisions, conditions, restrictions, covenants, easements, and reservations whether such Owner's title was acquired by foreclosure, trustee's sale, or otherwise.

Section 4. OWNER LIABILITY FOR DAMAGE TO COMMON AREA

- (a) Each Owner shall be liable to the Association for any damage caused by said Owner or his family members, relatives, guests, or invitees, both minor and adult, to a unit or to the Common Area or to any of the equipment or improvements thereon, or for any other common expense caused to the Association. The costs of repair or replacement of any such damage shall be assessed as a special assessment against his or her unit, even if the Association maintains insurance with respect to the damage or common expense, such assessment to be due and payable within thirty (30) days after written notice thereof by the Board. In the case of joint ownership of a Unit, the liability of such Owners shall be joint and several.
- (b) The expenses described in subpart (a), above, shall be broadly construed to include insurance deductibles for covered expenses and resulting increase in insurance premiums, which the Association may include in the special assessment in addition to or instead of the cost of repair, together with any costs or attorney fees incurred with regard to the expense or the collection of the special assessment. The right of the Association to levy a special assessment under subpart (a) shall be broadly construed and is not limited to cases of gross negligence or willful misconduct.
- (c) In the event of personal injury or property damage sustained by any one person while physically within a Unit or private balcony, patio, or Limited Common Area thereof and in the further event the Association or any other Owner shall be sued or a claim made against him for said injury or damage, the Owner(s) of the Units in which said injury or damage shall have occurred shall fully indemnify and hold harmless the Association and any such other Owners against whom such claim shall be made and shall further defend any such other Owners at their own expense in the event of litigation of such claim; provided, however, that such protection shall not extend to any other Owner whose own negligence may have caused or contributed to the cause of any such injury or damage.
- (d) It shall be the duty of the Owners to comply with this Declaration and the Rules and Regulations, including any amendments thereto ("Rules"). It shall also be the duty of the Owner to ensure that all persons who occupy his Unit comply with this Declaration and the Rules. Any Owner who allows another to occupy his Unit, whether as a lessee, renter, guest,

licensee, or otherwise, shall advise such person in writing that the Unit, and all persons occupying the unit, are subject to the governing documents and to the Rules and Regulations, including any amendments thereto. It shall be the duty of the Owner to provide a written copy of the Rules to any persons occupying the Unit. Any lease entered into after the recording date of this amendment shall expressly require the lessee to abide by this Declaration and the Rules.

Section 5. ARBITRATION OF DISPUTES

Any dispute among the Owners, or between Association and/or its Board and Owner(s), shall be submitted for non-binding arbitration to the Nevada Division of Real Estate ("Division") if and to the extent the Division has jurisdiction over such dispute(s). In the event of arbitration, notice thereof shall be given to the members of the Board and all Owners as promptly as possible after reference to arbitration is made, giving all Owners an opportunity to appear in such arbitration proceedings. The arbitrator may include in his decision an award for costs and/or attorney fees against any one or more of the parties to the arbitration.

Section 6. WAIVER OR BREACH OF DECLARATION

No waiver or any breach of any of the covenants or conditions of the Declaration shall constitute a waiver of any succeeding or preceding breach of the same, or any other covenant or condition herein contained.

Section 7. ENFORCEMENT

- (a) Enforcement by Association. In the event of any breach of this Declaration, or of any rules adopted pursuant hereto, by a Unit Owner, family, guests, employees, contractors, licenses, invitees, guests, or tenants, the Association may enforce the obligation in any manner provided in law or equity including, but not limited to, appropriate legal action or suspension of the Owner's right to use the Common Areas or to vote at meetings of the Association. In addition to the other remedies set forth herein, the Board may levy a fine against such Owner which fine shall become a lien against the Unit and enforced in the same manner as set forth in Article VIII for the enforcement of liens. The amount of the fine may not exceed One Hundred Dollars (\$100) for each such violation, or the maximum amount allowed by the Nevada Revised Statutes, whichever is greater. The Association shall be entitled to recover all costs incurred in any enforcement action, including mediation and arbitration proceedings. Such costs shall include the costs of collection, court costs, and reasonable attorney fees.
- (b) <u>Enforcement by Owner</u>. In addition to the rights of enforcement granted to the Association pursuant to the provisions of this Declaration, any Owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions, and restrictions now or hereafter imposed by this Declaration upon the Owners or upon any of the Properties.

Section 8. CUMULATIVE REMEDIES

Each and all legal or equitable remedies provided for herein shall be deemed to be cumulative, whether so expressly provided for or not

Section 9. JOINT AND SEVERAL LIABILITY

In the case of joint ownership of a condominium, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

ARTICLE XVI TERM OF DECLARATION AND AMENDMENT

Section 1. SUBSEQUENT TO CLOSE OF FIRST ESCROW

Subsequent to the close of the first escrow on the sale of a Unit, the covenants contained herein shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2028, after which time the covenants shall be automatically extended for successive periods of five (5) years, unless an instrument executed by not less than a majority of Owners of the condominiums shall be recorded amending, canceling, or terminating this Declaration. Unless the amendment, cancellation, or termination is approved by not less than two-thirds (2/3) of the Owners, any amendment, cancellation, or termination made during the initial term shall become effective at the expiration of that term and any amendment cancellation or termination made during an extension period shall become effective of the end of that period.

Any amendment, cancellation, or termination may be made by written instrument, signed by the secretary of the Association with a verification that the instrument has been approved by the requisite majority of the Unit Owners and recorded in the Official Records of Douglas County, Nevada.

Section 2. UNILATERAL AMENDMENT BY DECLARANT

Declarant may unilaterally amend this Declaration at any time before the close of the first escrow. Declarant may unilaterally amend this Declaration after the close of the first escrow if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institutional or governmental lender, or guarantee company, or purchaser of mortgage loans, to enable such entity to make or guarantee or purchase mortgage loans on the Units; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (v) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as Declarant still owns property described in Exhibit "B" for development as part of the project, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon the rights of any Owner. Any amendment made by the Declarant shall be executed and recorded with the consent of beneficiaries all of trust deeds then of record.

Section 3. APPROVAL OF THE TAHOE VILLAGE OWNERS ASSOCIATION

Any amendment which would defeat the obligation of the Association to maintain the Common Area in a first-class condition and in a good state of repair or which would defeat the assessment procedure to ensure said maintenance must be first approved in writing by the Master Association.

By signing below, Wayne Hartman, as President for the Association, certifies that this FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LOT 2 BOULDER COURT CONDOMINIUMS has been approved by seventy-five percent (75%) of the Unit owners, upon a vote taken after notice was duly provided in accordance with the Nevada Revised Statutes and the governing documents.

LOT 2 BOULDER COURT HOMEOWNERS ASSOCIATION

By:

Wayne Hartman, President

STATE OF ____

) ss.

COUNTY OF Sacraments

On March $\sqrt{3}$, 2020, personally appeared before me, a Notary Public, Wayne Hartman, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he/she executed the instrument.

NOTARY PUBLIC

BRITTANY TORGERSON
Notary Public – California
Sacramento County
Commission = 2232133
My Comm. Expires Feb 24, 2022

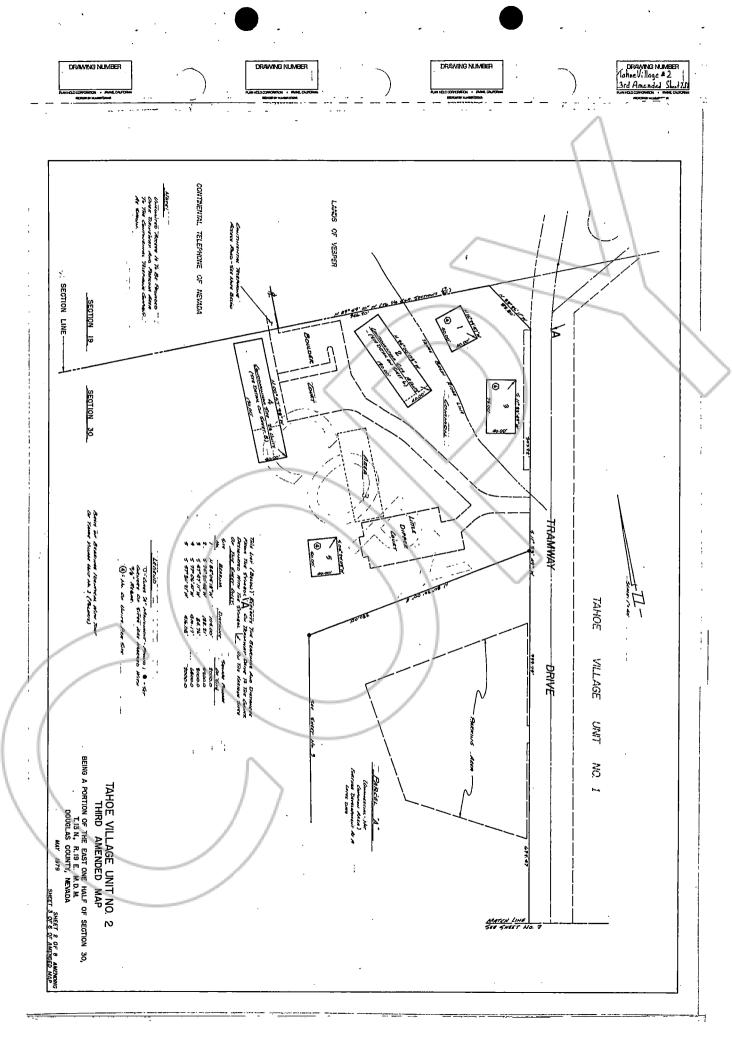
EXHIBIT "A"

THIS EXHIBIT IS ATTACHED HERETO AND MADE A PART HEREOF

Unit	Fraction Intere Area	est In Common	Estimated Initial Quarterly Maintenance Charge
Units 1 to 18 inclusive	1/18 th		\$800

EXHIBIT "B"
THIS EXHIBIT IS ATTACHED HERETO AND MADE A PART HEREOF

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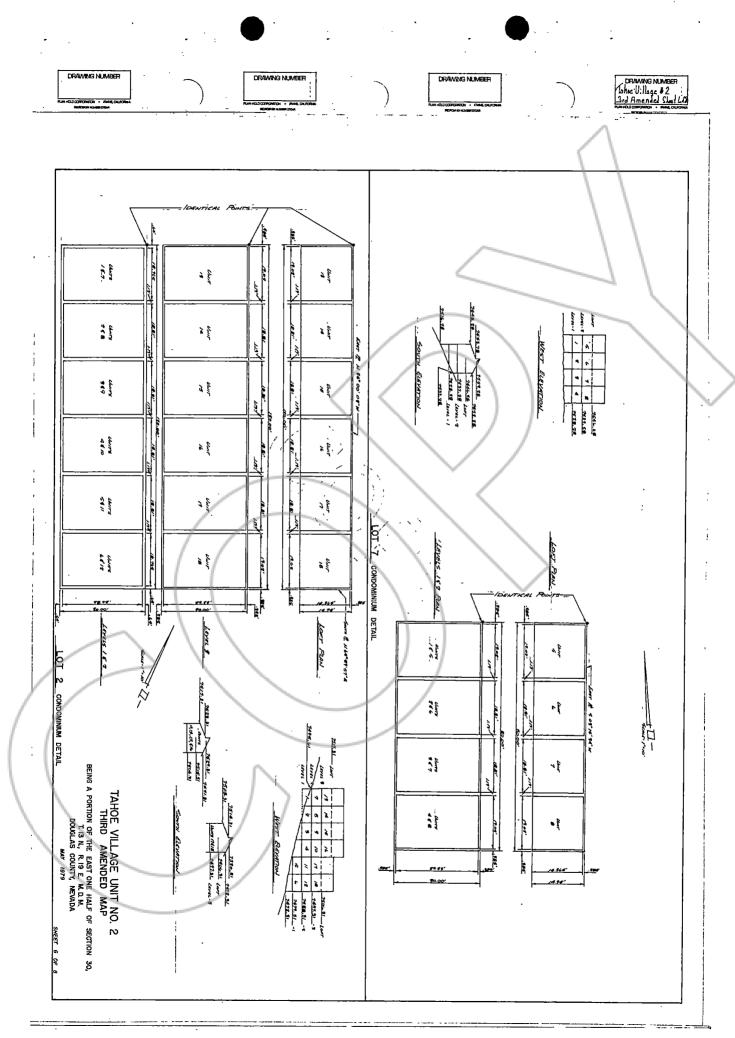
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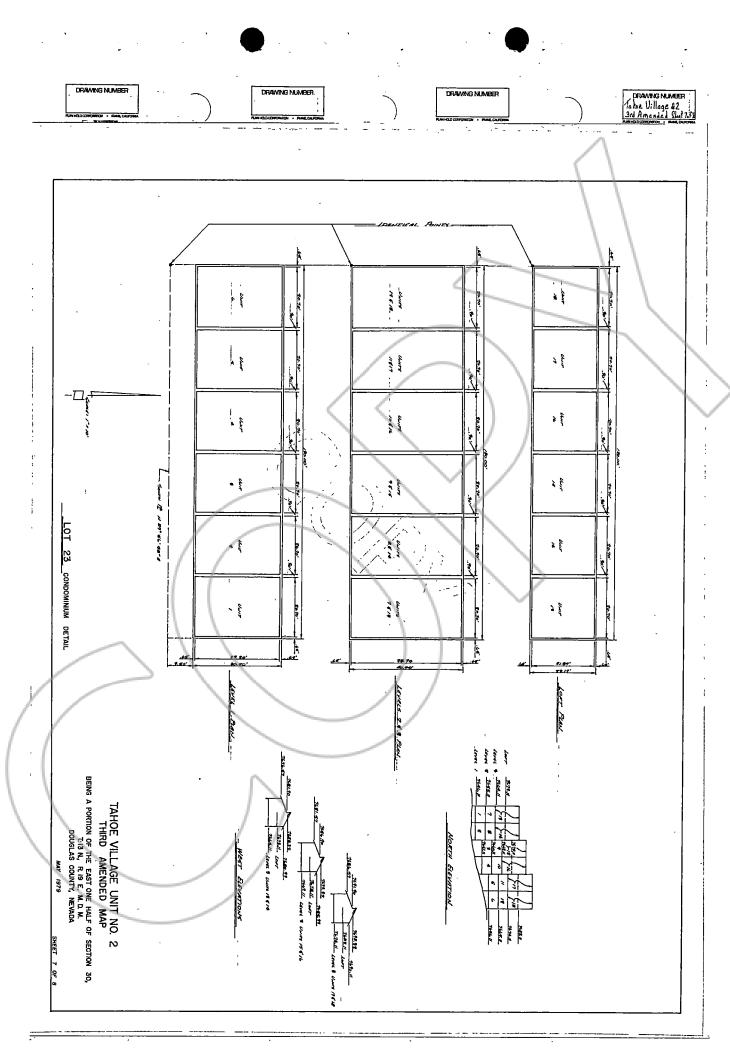
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