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Carson City, NV 89703



00135621202109681400340344

KAREN ELLISON, RECORDER

The party executing this document hereby affirms
that this document submitted for recording does
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person or persons pursuant to NRS 239B

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MOUNTAIN MEADOW ESTATES HOMEOWNERS ASSOCIATION**

FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MOUNTAIN MEADOW ESTATES HOMEOWNERS ASSOCIATION

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mountain Meadow Estates Homeowners Association (the "Declaration") dated this ___ day of May, 2021, is made by Mountain Meadow Estates, LLC, a Nevada limited liability company (the "Declarant"), is made with reference to the following Recitals, and is as follows:

RECITALS

1. Declarant is the owner of all that real property located in the County of Douglas, State of Nevada, described in **Exhibit A** attached hereto and incorporated by this reference (the "Project").

2. On March 23, 2021, at the direction of officials of Douglas County, prior to the recording of a final subdivision map for Mountain Meadow Estates, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Mountain Meadow Estates in the official records of Douglas County as Document No. 2021-964074 (the "Original Declaration").

3. By this Declaration, Declarant intends to amend and restate, in its entirety, the Original Declaration and impose covenants, conditions, and restrictions on the Property, and to state the common plan for the use, enjoyment, maintenance, repair, restoration, and improvement of the Project and the interests therein conveyed or reserved, and for the payment of any and all expenses pertaining thereto.

4. Declarant desires and intends to continue a uniform plan to maintain the charm and natural beauty which the Project possesses through use of a coordinated plan of development accomplished by the imposition of mutual and beneficial restrictions, covenants, conditions, obligations and easements to apply uniformly to the use, improvement, occupancy and conveyance of all members of the homeowners association to be formed pursuant hereto for the mutual enjoyment and convenience, protection and benefit of all such members and in compliance with Nevada law as amended from time to time. It is assumed that each purchaser of property in the Project will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter, but also the spirit of this Declaration.

5. The provisions contained in this Declaration are intended to secure such objectives.

6. All of the covenants, conditions and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes, as well as covenants that shall run with the land comprising the Project, and shall be binding upon and inure to the benefit of each person who becomes an owner of any part of the Project, and their respective successors in

interest and shall further be imposed upon all of the Project and all of the lots therein as a servitude and in favor of each and every other owner thereof as the dominant tenement.

NOW THEREFORE, in furtherance of such intent, Declarant hereby declares that the Project is and shall be held, conveyed, hypothecated, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the declarations, limitations, covenants, conditions and restrictions set forth in this Declaration, as this Declaration may from time to time be amended, and in such other rules and regulations as are instituted pursuant to the provisions of this Declaration and all of which declarations, limitations, covenants, conditions and restrictions are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the Project and the interest or interests therein to be conveyed or reserved. All such declarations, limitations, covenants, conditions and restrictions shall constitute covenants running with the land, and equitable servitudes and liens, and shall be binding upon and for the benefit of Declarant and each such interest conveyed, as that term is herein defined and upon and for the benefit of all parties having or acquiring any right, title, interest or estate in the Project, including without limitation the heirs, executors, administrators, successors and assigns of any such parties and all subsequent owners and lessees of all or any part of the Project.

ARTICLE I

DEFINITIONS

1.1 “Articles” shall mean the Articles of Incorporation of the Association as filed in the Office of the Secretary of State of the State of Nevada, as amended from time to time.

1.2 “Assessment” shall mean a charge levied by the Association against an Owner and his or her Lot has provided in Article V of this Declaration. Assessments shall include Common Assessments as set forth in Section 5.4, Special Assessments as set forth in Section 5.7, and Enforcement Assessments as set forth in Section 5.8.

1.3 “Association” shall mean the Mountain Meadow Estates Homeowners Association to be formed to enforce this Declaration.

1.4 “Association Property” shall mean all the real or personal Property owned or leased by the Association which may include without limitation the following, if conveyed to the Association; street lights, landscaping drainage facilities, and subdivision perimeter walls and/or fences, including gates and/or entry ways, together with any common areas shown on any map recorded for the Project.

1.5 “Board” shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association and this Declaration.

1.6 “By-Laws” shall mean the By-Laws of the Association, as amended from time to time.

1.7 “County” shall mean and refer to the County of Douglas.

1.8 “Committee” shall mean and refer to the Architectural Committee.

1.9 “Common Area” shall mean and refer to all real property owned or maintained by the Association for the use and enjoyment of the Owners and Residents of the Project. The common area shall include areas so identified on those maps of the Project, on file with the Douglas County, Nevada Recorder. It is understood that all open space between the Lots, which are defined only to extend to the exterior walls of the homes and the edge of the patios associated with each home, shall be Common Area and shall remain as open space, unfenced.

1.10 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time.

1.11 “Governing Documents” shall mean the Articles of Incorporation, By-Laws, Declaration, Rules and Regulations, and the policies and resolutions duly adopted by the Board and distributed to the Members.

1.12 “Lot” shall mean and refer to, unless the context shall imply otherwise, individual parcels shown by any recorded Map or plat of the Project designed for the placement of a single residential structure.

1.13 “Map” shall mean that certain Final Subdivision Map for Mountain Meadow Estates on file in the official records of Douglas County as Document No. 2021-965462.

1.14 “Member” shall be as defined in Article II hereof.

1.15 “Owner” shall mean and refer to the record owner or owners, if more than one, or the buyer under a Conditional Sales Contract of the fee simple title to a Lot in the Project.

1.16 “Project” shall mean and refer to all that certain real property described in Exhibit “A,” attached hereto and all structures and other improvements constructed thereon.

1.17 “Residential Structures” shall mean and refer to the individual dwelling which is designed and intended for use and occupancy as a single family residence and which occupies a separate Lot in the Project, and to all other buildings or other structures, including fencing, on said Lot.

1.18 “Rules and Regulations” shall mean those documents governing the use, occupancy, management, administration, and operation of the Project or any part thereof as adopted and published by the Board of Directors from time to time.

1.19 “Streets” shall mean those areas of the Project which are shown as private streets on any map recorded for the Project, and shall include traffic medians or islands therein.

ARTICLE II

THE ASSOCIATION

2.1 Organization. The Mountain Meadow Estates Homeowners Association shall be incorporated as the Association to which reference is made in this Declaration. The Association shall be organized and established under the Nevada Non-Profit Corporation Act and pursuant to this Declaration. Upon dissolution of the Association, the assets of the Association shall be disposed of as set forth in its Articles of Incorporation or By-Laws.

2.2 Membership. The Declarant and each Owner, by virtue of being an Owner and only for so long as an Owner, shall be a Member of the Association. Membership in the Association shall be subject to this Declaration, the Articles of Incorporation and the By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged, alienated, or otherwise hypothecated in any way except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

2.3 Board of Directors. The initial Board of Directors of the Association shall be the persons named in and executing the Articles of Incorporation of the Association or such other persons as shall be appointed by Declarant. At the time of the first annual meeting of the Owners, the Owners shall elect, in accordance with the Bylaws, a new Board replacing the Board defined in the preceding sentence.

The Association, through the Board and other such officers or committees as the Board may elect, appoint, or establish, in accordance with this Declaration or the By-Laws, shall act in accordance with the provisions of the Governing Documents and the applicable provisions of Nevada law. The Association shall have all the powers set forth in the Governing Documents together with general powers to do any and all the things that a not for profit corporation may lawfully do under the laws of the State of Nevada, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents and the applicable provisions of Nevada law.

The Board shall have the power and authority to employ a manager and such other persons or entities as the Board shall deem appropriate to assist in conducting the business and affairs of the Association.

The number and qualification of Board Members shall be as provided in the Articles of Incorporation and By-Laws of the Association.

2.4 Classes of Voting. The Association shall have one class of voting membership which shall be composed of all Owners in the Project, including Declarant. Each class member shall be entitled to cast one (1) vote for each Lot owned. In the event that a Lot is owned by multiple Owners, the multiple Owners shall, prior to each meeting of the Association, provide the Association with a written statement signed by all such multiple Owners, designating one

person who shall have the right to cast the single vote assigned to the Lot owned by such multiple Owners.

2.5 Transfer of Voting Rights. The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of any Lot to a new Owner or Owners shall operate to transfer the appurtenant membership and voting rights without the requirement of any express reference thereto. Immediately after, but in no event later than ten (10) days of any sale, transfer or conveyance of the Owner's Lot, either the transferring Owner or the acquiring Owner shall give notice to the Board of such transfer, which shall include the name and mailing address of the acquiring Owner and the date of transfer.

2.6 Voting For Directors. At any election of the Board of Directors, every Owner entitled to vote may cumulate his or her votes and give any one or more candidates a number of votes equal to the number of votes such Owner may have multiplied by the number of Directors to be elected; however, a Director shall not be removed from office prior to the expiration of his or her term of office unless the number of votes cast in favor of removal constitutes: (a) at least thirty-five percent (35%) of the total number of votes of the Association eligible to be cast; and (b) at least a majority of all votes cast in that removal election.

2.7 Annual Meeting of Members. Annual Meetings of Members shall be held at least once per calendar year and at such time as the Board of Directors shall determine.

2.8 Notice and Place of Meetings. Meetings of the Members shall be held at such reasonable location within Douglas County, Nevada as may be designated by the Board in the notice of meeting.

Written notice of all meetings including, meetings of members, meetings of the Board, and special meetings of Members or the Board, shall state the time, place, and date and include an agenda of the meeting which complies with NRS 116.3108 or NRS 116.31083. Written notice of all meetings shall also state those matters which the Board of Directors, at the time notice is given, intends to present for action by the Members.

2.9 Special Meetings. A special meeting of the Members may be called by the President, by written notice signed by a majority of the Board, or by written petition signed by at least ten percent (10%) of the voting power of the Association submitted to the Board.

2.10 Intentionally Omitted.

2.11 Record Date. The Board shall have the power to fix in advance a date as a record date for the purpose of determining Members entitled to notice of or to vote at any meeting or to be furnished with any budget or other information or material, or in order to make a determination of Members for any purpose. Notwithstanding any provisions hereof to the contrary, the Members of record on any such record date shall be deemed the Members for such notice, vote, meeting, furnishing of information or material or other purpose and for any supplementary notice, or information or material with respect to the same matter and for an

adjournment of the same meeting. A record date shall not be more than sixty (60) days nor less than fifteen (15) days prior to the date on which the particular action requiring determination of Members is proposed or expected to be taken or to occur.

2.12 Quorums. Except as otherwise provided in this Declaration, the Articles of Incorporation, By-Laws or by law, the presence at any meeting of Members who hold votes equal to twenty percent (20%) of the total voting power of the Association, in person or by proxy, shall constitute a quorum for consideration of that matter. The Members present at a duly called meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken other than adjournment is approved by at least a majority of the Members required to constitute a quorum unless a greater vote is required by law, by the Articles of Incorporation or By-laws of the Association, or by this Declaration. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which reconvened meeting the quorum requirement shall be the presence, in person or by written proxy of the Members entitled to vote at least twenty percent (20%) of the total votes of the Association.

2.13 Proxies. Every Member entitled to vote or execute statements or consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his or her duly authorized agent. A Member may give a proxy only to a member of his or her immediate family, a tenant of the unit who resides in the Project, or another Member who resides in the Project. Further, a proxy must be signed by the delegating Member, dated, must not purport to be revocable without notice, and must designate the meeting for which it is executed. Each item on the agenda of the meeting for which the proxy was executed must be designated on the proxy and must indicate for each item, whether the holder must cast a vote in the affirmative or negative for that particular item. Where a proxy is executed only for quorum purposes, no such designation is necessary. In no event however, shall a proxy be cast for the election or removal of a member of the Board.

A proxy will automatically terminate at the conclusion of the meeting for which it was executed or any recessed session thereof, and no such proxy shall be valid after the expiration of six (6) months from the date of its execution, unless the Member executing it specifies therein the length for which such proxy is to continue in force, but in no event may a proxy remain valid longer than seven (7) years.

2.14 Actions. If a quorum is present, the affirmative vote on any matter of the majority of the votes represented at the meeting (or, in the case of elections in which there are more than two (2) candidates, a plurality of the votes cast) shall be the act of the Members, unless the vote of a greater number is required by law, by the Articles of Incorporation or By-Laws of the Association, or by this Declaration.

2.15 Consent of Absentees. The proceedings and transactions of any meeting of Members, either annual or special, however called and noticed and wherever held, shall be as

valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the Members not present in person or by proxy signs a written waiver of notice, a consent to the holding of such meeting or an approval of the minutes thereof. Neither the business to be transacted at, nor the purpose of any regular or special meeting of Members need be specified in any written waiver of notice. All such waivers, consents or approvals shall be filed with the Association records or made a part of the minutes of the meeting.

Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law to be included in the notice but not so included, if such objection is expressly made at the meeting.

2.16 Action Without Meeting. Any action which may be taken at any annual or special meeting of the Members may be taken without a meeting. In the event that action is to be taken without a meeting, the following requirements shall apply: (a) the Association shall notify the Members that a vote(s) will be taken by ballot, (b) the Association shall deliver a paper or electronic ballot to every Member entitled to vote on the matter, and (c) the ballot must set forth each proposed action and provide an opportunity to vote for or against the action. Additionally, the ballot shall be consistent with the requirements of NRS 116.311, as amended from time to time.

Approval of an action by ballot is only valid if the number of votes cast by ballot equals or exceeds the quorum requirements. The time to vote may be extended by the Board, but in no event shall the total time to vote exceed twelve (12) months.

2.17 Adjourned Meetings and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by a vote of a majority of the Members present either in person or by proxy thereat, but in the absence of a quorum, no other business may be transacted at any such meeting except as provided in Section 2.11. When any Members' meeting either annual or special, is adjourned for seven (7) days or less, the time and place of the reconvened meeting shall be announced at the meeting at which the adjournment is taken. When any Members' meeting, either annual or special, is adjourned for more than seven (7) days, notice of the reconvened meeting shall be given to each Member as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at a reconvened meeting and at the reconvened meeting the Members may transact any business that might have been transacted at the original meeting.

2.18 Articles and By-Laws. The purposes and powers of the Association and the rights and obligations with respect to Owners as Members of the Association set forth in this Declaration may and shall be amplified by provisions of the Articles of Incorporation and By-Laws of the Association, including any reasonable provisions with respect to corporate matters,

but in the event that any such provisions may be, at any time, inconsistent with any provisions of this Declaration, the provisions of this Declaration shall govern.

2.19 Rules and Regulations. The Board shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, which shall be known as the “Rules and Regulations,” as the Board deems necessary for the management and operation of the Project and the conduct of business and affairs of the Association. The Rules and Regulations may concern, but need not be limited to, matters pertaining to the use of the Common Area, pets, signs, collection and disposal of refuse, minimum standards of maintenance of property, use of recreation facilities, parking and traffic regulations, rental or leasing of Lots, and any other subject matter within the jurisdiction of the Association as provided in the Governing Documents or by law. In addition, the Board shall have the power to adopt and amend from time to time, a Rules Enforcement Resolution, the purpose of which shall be to set forth a schedule of fees which may be assessed for violation of the Governing Documents. Such fees shall comply with the provisions of NRS 116.31031.

ARTICLE III

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

3.1 Maintenance of Association Property. The Association shall be obligated to provide for the operation, care, management, maintenance, and repair of all Association Property. Without limiting the generality of the foregoing, such obligation shall include keeping the Association Property in good, clean, attractive and sanitary condition, order and repair; repairing wind and other damage caused by the elements; removing any debris or foreign materials; keeping the Association Property safe, attractive and maintained in a manner desirable for a residential community; and making necessary or desirable alternations, additions, betterments or improvements to or on the Association Property. Damage to Association Property by an Owner or his guests, invitees or agents, shall be the responsibility of the Owner and may be collected by the Association as an Enforcement Assessment in accordance with the provisions of Article V.

3.2 Assessments. The Association shall levy assessments on the Owners of Lots in the Project and shall be empowered to enforce payment thereof, in accordance with the provisions of Article V hereof.

3.3 Labor and Services. The Association may obtain and pay for the services of any person to manage its affairs, or any part thereof, to the extent it deems advisable, as well as the services of such other personnel, including independent contractors, as the Association shall determine to be necessary or desirable for the proper operation and maintenance of the Association and Association Property, whether such personnel are furnished or employed directly by the Association or by any person with whom or which it contracts.

3.4 Other Services. The Association may undertake or contract for any lawful activity, function or service provided for under the Articles of Incorporation, the By-Laws or this

Declaration for the benefit of the Owners. In addition to the assessments described in Article V, all costs and expenses of activities, functions or services undertaken by the Association for the benefit of fewer than all of the Owners may, at the discretion of the Board, be assessed to the Owners benefitted thereby, and such assessments shall be enforced in accordance with the provisions of Article V. The Association shall obtain from any governmental authority any licenses necessary or appropriate to carry out its functions hereunder.

The activities, functions or services undertaken or contracted for by the Association may, but need not necessarily include, without limitation, the providing of legal and accounting services necessary or desirable in connection with the operation of the Association or the enforcement of this Declaration; the granting or conveying of easements or rights of way over, across, along or under any real property of the Association; and the enforcement of all rights granted to the Association in any lease, easement or other instrument, including this Declaration.

3.5 Rules and Regulations. The Association through the Board, or any persons contracted with by the Association to manage the Association may make and enforce reasonable and uniformly applied Rules and Regulations governing the use of Lots and Association Property as laid out in Article II, Section 2.19. The enforcement of such Rules and Regulations may be carried out pursuant to the Rules Enforcement Resolution adopted by the Board and as amended from time to time.

3.6 Insurance. The Association shall, at the discretion of the Board, purchase, obtain, and maintain all insurance reasonably necessary to protect the best interests of the Members, including but not limited to the following types of insurance:

(A) Property Insurance. On common elements and on property that must become common elements, insuring against the risks of direct physical loss commonly insured against, which insurance after application of any deductibles, must not be less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(B) Commercial General Liability Insurance. Including insurance for medical payments, in an amount determined by the Board, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

(C) Crime Insurance. Which includes coverage for dishonest acts by members of the Board and officers, employees, agents, Directors and volunteers of the Association and which extends coverage to any business entity that acts as the community manager of the Association and the employees of that entity. Such insurance may not contain a conviction requirement and the minimum amount of the policy must be not less than an amount equal to three (3) months of aggregate assessments on all units plus reserve funds or \$5,000,000, whichever is less.

If the insurance described in paragraphs A, B and C is not reasonably available, the Association promptly shall cause notice of that fact to be given to all Members.

The Association shall purchase and maintain such other insurance as it deems necessary and prudent, including but not limited to errors and omissions, Directors', officers', and agents' liability insurance, and workers' compensation.

As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another and the Board of Directors to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of such persons.

If available, all of the policies of insurance maintained by the Association shall contain a provision that such policy or policies shall not expire nor be canceled, terminated, or materially modified without at least ten (10) days prior written notice to the Board, Owners and those holders or insurers of the first Mortgages who have filed a written request with the carrier for such notice, and every other person in interest who requires such notice of the insurer.

The Association, acting through its Board of Directors, shall be the named insureds under policies of insurance purchased and maintained by the Association, except that each Owner shall also be an insured person under the policy with respect to liability arising out of the Owner's interest in the common elements or membership in the Association. All insurance proceeds under any such policies as provided for herein shall be paid to the Board of Directors as trustees. The Board shall have full power to receive and to receipt for, the proceeds and to deal therewith as deemed necessary and appropriate.

Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance, in a manner satisfactory to the first Mortgagees holding seventy-five percent (75%) of the first Mortgages who have filed requests hereunder. Duplicate originals or certificates of all policies of insurance maintained by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Mortgagees who have requested the same in writing.

All policies carried pursuant to A, B and C, shall provide, if reasonably possible, for waiver of the following rights to the extent that the respective insurers would have the rights without such waivers:

- (a) Subrogation of claims against the Owners and tenants of the Owners;
- (b) Any defense based upon coinsurance;

(c) Any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;

(d) Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured;

(e) Any right of the insurer to repair, rebuild, or replace and, if the improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the improvements insured;

(f) Notice of the assignment of any Owner of his interest in the insurance by virtue of a conveyance of any Lot; and

(g) Any right to require any assignment of any Mortgage to the insurer.

3.7 Right of Entry on Lots. The Association shall have the right, upon not less than twenty-four (24) hours prior written notice, to enter upon any Lot for the purpose of enforcing this Declaration or any rules and regulations of the Association. Provided however, that the Association shall not be required to give notice of entry in the event of an emergency. Any damage to any Lot caused by the Association or its agents during any such entry onto any Lot shall be repaired by and at the expense of the Association.

3.8 Dedication of Land. The Association may dedicate, transfer, lease or grant easements in any part of any real Property owned by it to any public agency, authority or utility, only after the affirmative vote of a majority of the votes of the Association eligible to be cast. The action to be taken must be approved in compliance with the provisions of NRS 116.3112.

3.9 Property Taxes. The Association shall timely pay all property taxes and assessments levied on any portion of Association Property. The Association may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application of any such taxes or assessments.

3.10 Implied Rights. The Association shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

3.11 Limitation on Rights.

(a) The Association shall not take any of the following actions except with the prior vote or written consent of a majority of the voting power of the Association:

(1) Entering into a contract with a third person wherein the third person will furnish goods or services for the Association for a term longer than one (1) year, except:

(i) A contract with a public utility company if the rates charged for the materials or services are regulated by the Nevada Public Service 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), or

(ii) Prepaid casualty and/or liability insurance policies of no greater than three (3) years duration.

(2) Paying compensation to Members of the Board or to officers of the Association for services performed in the conduct of the Association's 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.

(b) The Association may defend, prosecute and settle, as deemed necessary, all lawsuits, arbitrations, mediations, and administrative proceedings involving the Association in the Association's own name as the real party and without joining with it the individual Owners; provided, however, the Association and/or the Board shall not undertake to prosecute any claim, complaint, cross-complaint or counterclaim, by means of litigation, arbitration, or otherwise, except upon Owner approval as provided in NRS 116.31088.

ARTICLE IV

STREETS, COMMON AREAS AND EASEMENTS

4.1 Elements of Separate Interest. Ownership of a Lot shall include a separate interest in the following:

(a) Lot. A Lot as defined, depicted and described herein.

(b) Rear, Front, and Side Yards. The portions of the Common Area that are in front of and in back of the residences and between the Lots as well as those portions of the yards that may be on each Lot shall be landscaped and maintained by the Declarant or Association and may not be altered, improved, or modified by any Owner without the express, written consent of the Association. By acceptance of a deed, Owners of Lots agree that the cost of the water necessary to irrigate said landscaping improvements within the Common Areas adjacent to each Owner's Lot shall be the responsibility of the Owner of each individual Lot and this obligation shall be in force whether said cost is based on individual meter readings, pro rata among all Owners, or some other reasonable method of division among the Owners which may be performed by the Declarant or the Association.

(c) Nonexclusive Easement. The Owner of each Lot shall enjoy a nonexclusive easement over the Common Area immediately adjacent to the Owner's Lot for the encroachment of improvements that are part of the residence, including but not limited to, eaves, utility meters, utility boxes, HVAC condensing units, or similar improvements. Such easement shall not allow any Owner to exclusive use of such Common Area or preclude access to such areas on behalf of the Declarant or Association.

(d) Streets. The Owner of each Lot shall have a nonexclusive right and easement to use the streets in the Project for pedestrian and vehicular traffic and walking paths for pedestrian traffic, and may delegate such right and easement to such Owner's guests or Residents subject to the Rules and Regulations of the Association.

4.2 Maintenance of Streets. The streets in the Project are Association Property. The Association shall maintain the streets, as set forth herein, and in accordance with applicable laws and ordinances and to provide for the reasonable and safe use thereof by the Owners, Residents, and guests and their vehicles within the Project.

4.3 Rights to Use of Association Property. The rights of Owners and Residents and their guests to use the Association Property shall be subject to this Declaration, the Rules and Regulations of the Association, and the Rules Enforcement Resolution.

4.4 Easements for Repair, Maintenance or Emergencies. The Association shall have an easement for access through each Lot for making emergency repairs thereon necessary to prevent damage to the Association Property. Nothing herein shall be deemed to obligate the Association to make any such emergency repairs.

4.5 Negligence or Willful Misconduct. Any damage to any Lot caused by the Association or any of its agents during any entry onto any Lot shall be repaired by and at the expense of the Association. No Owner, Resident or guest shall do anything or cause anything to be kept in or on Association Property that might result in an increase in the insurance premiums of insurance obtained by the Association or that might cause cancellation of such insurance, without the prior written consent of the Association. No Owner, Resident or guest shall do anything or keep anything in or on Association Property that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No Owner, Resident or guest shall obstruct, damage or commit waste to any Association Property. No Owner, Resident or guest shall change, alter, repair or store anything in or on any Association Property, without the prior written consent of the Association.

4.6 Loss or Damage to Association Property. If, due to the act, omission or neglect of an Owner or Resident, or such Owner's or Resident's guest, loss or damage shall be caused to any Association Property, the Owner, Resident or guest shall be liable and responsible for the same, except to the extent that such damage or loss is covered by insurance obtained by the Association and the insurer has waived its rights of subrogation against said party. If such loss or damage is not immediately repaired by the responsible party, the Association may effect such

repairs, and the costs thereof shall be assessed against the Lot of the applicable Owner or Resident as an assessment in accordance with Article V.

ARTICLE V

FUNDS AND ASSESSMENTS

5.1 Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or such other instrument, is deemed to covenant and agree to pay to the Association:

- (a) Annual Common Assessments for common expenses, and
- (b) Special Assessments, such assessments to be established and collected as hereinafter provided.

All assessments other than Special Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. The personal obligation of assessments shall not pass to the successors-in-title to any Owner, unless expressly assumed by them.

5.2 Maintenance Funds. The Board shall establish and maintain at least the following separate accounts (the "Maintenance Funds") into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association:

- (a) An Operating Fund for current expenses for the Association,
- (b) A Reserve Fund for maintenance replacement and improvements not required to be performed annually, and
- (c) Any other funds which the Board of Directors may establish, to the extent necessary under the provisions of the Articles and By-Laws of the Association and this Declaration.

5.3 Purpose of Assessments. All amounts deposited into the Operating Fund and the Reserve Fund must be used solely for the common benefit of all of the Owners for purposes authorized by the Articles, By-Laws and this Declaration, as they may be amended from time to time.

5.4 Common Assessment. Each annual Common Assessment shall constitute an aggregate of separate assessments for each of the Maintenance Funds, reflecting an itemization of the amounts assessed and attributable to prospective deposits into the Reserve Fund, the

Operating Fund and any other Maintenance Fund established by the Association. Common Assessments shall be assessed equally against all Owners based upon the number of Lots owned.

5.5 Date of Commencement of Common Assessment. The Board shall fix the amount of the annual Common Assessment as provided in NRS 116.31151. All installments of Common Assessments shall be collected in advance on a regular basis by the Board, at such frequency and on such due dates as the Board shall determine from time to time in its sole and absolute discretion.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot shall be binding upon the Association as of the date of issuance.

From time to time the Board may determine that all excess funds remaining in the Operating Fund, over and above the amounts used for the operation of the Property, may be retained by the Association and used to reduce the following year's Common Assessment. Upon dissolution of the Association incident to the abandonment or termination of the maintenance of the Property, any amounts remaining in any of the Maintenance Funds shall be distributed for the benefit of the Members, equally for each Lot owned.

5.6 Limitation on Common Assessment Increase. The Board shall not levy, for any fiscal year, an annual Common Assessment which is greater than twenty percent (20%) the Common Assessment for the period fiscal year, without the prior approval of Members representing at least a majority of the total voting power of the Association.

5.7 Special Assessment. If at any time during the fiscal year the Common Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of Improvements located in the Project, or if funds are otherwise required for any authorized activity of the Association, the Board may by majority vote, levy a Special Assessment in the amount of such actual or estimated inadequacy of cost.

5.8 Enforcement Assessment. If any Owner or his family, guests, licensees, lessees or invitees violates any provision of the Governing Documents, the Board may, after notice and hearing as provided by NRS 116.31031, levy a fine for the violation, as set out in Rules Enforcement Resolution. Such fine shall constitute an enforcement assessment and shall be due and payable to the Association when levied.

5.9 Remedies of the Association. Any installment of a Common Assessment or Special Assessment not paid within sixty (60) days after the due date shall bear interest from the due date of such installment at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, immediately preceding the date the assessment becomes past due, plus two percent (2%). If any assessment

or installment or an assessment is not paid within thirty (30) days after it is due, the Association may bring an action at law against the Owner personally obligated to pay the same, or, with respect to Common Assessments, foreclose the lien against his Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

5.10 Notice of Delinquent Assessment. No action shall be brought to enforce any assessment lien herein unless a Notice of Delinquent Assessment is deposited in the United States mail, certified or registered, return receipt request and postage prepaid, to the Owner of the Lot, at his or her address as shown in the Association records, and the address of the unit, and a copy thereof has been recorded by the Association. Such Notice of Delinquent Assessment must state:

- (a) The amount of the assessment and interest, costs (including attorneys' fees) and penalties,
- (b) A description of the Lot against which the assessment was made, and
- (c) The name of the record Owner of the Lot.

The Notice of Delinquent Assessment shall be signed and acknowledged by an officer or person designated by the Association. The lien shall continue until fully paid or otherwise satisfied.

5.11 Foreclosure Sale. The Association may enforce the lien by sale of the applicable Lot or Lots by proceeding to foreclosure as required by NRS 116.31162 to NRS 116.31168, inclusive. In exercising its power of sale, the Association shall comply with such requirements and conditions and shall follow such procedure as may be established under the laws of the State of Nevada relative to the enforcement of such liens.

5.12 Curing of Default. Upon the timely curing of any default for which a Notice of Delinquent Assessment was filed by the Association, the Association shall record an appropriate Release of Lien.

5.13 Cumulative Remedies. The assessment liens and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and pursuant to the law, including a suit to recover a money judgement for unpaid assessments, as above provided.

5.14 Special Declarant Rights. Declarant hereby reserves the following development and special rights pursuant to NRS 116.039 and 116.089 to:

- (a) Add real estate to the Property;
- (b) Create Units, Common Elements, or Limited Common Elements within the Property;

- (c) Subdivide Units or convert Units into Common Area, except as otherwise prohibited herein;
- (d) Withdraw real estate from the Property;
- (e) Complete improvements indicated on the Map and/or in this Declaration;
- (f) Exercise any development right under the Master Plan governing the Property;
- (g) Maintain sales offices, management offices, signs advertising the Property, and models;
- (h) Grant and use easements through the Common Area and/or Common Area Open Space for the purpose of making improvements within the Property or within the real estate which may be added to the Property or in favor of real estate adjacent to the Property owned or controlled by the principals of Declarant;
- (i) Make the Property and the Association subject to a master association;
- (j) Merge or consolidate the Property and the Association with another common-interest community of the same form of ownership; and
- (k) Appoint or remove any officer of the Association or any master association or any member of an executive board during any period of Declarant's control.

5.15 Subsidy. Declarant shall not be required to pay Assessments, but shall subsidize the Association during the period of Declarant's control pursuant to a Subsidy Agreement entered into by and between Declarant and the Association.

5.16 Initial Assessment Contribution and Transfer Fee. Upon the sale or transfer of a Unit, including sales of any Unit by the Declarant and all subsequent sales and transfers, the Board shall collect from the purchaser or transferee, through the close of escrow or upon recording the instrument of transfer, an initial assessment contribution and a transfer fee. The Board shall set the amount of the initial assessment contribution and transfer fee as part of its annual budget, prepared in accordance with applicable provisions of NRS Chapter 116.

ARTICLE VI

USE RESTRICTIONS

In addition to all of the covenants contained herein and such further restrictions as may be imposed on portions of the Project, the use of the Project and each lot therein is subject to the following:

6.1 Minimum Square Footage. No home, including covered porch areas, shall be less than 1,800 square feet.

6.2 Material. All roof material shall be of fire retardant construction, and no wood shake shingles, even if fire retardant, shall be used.

6.3 Fences. Owner may not install a fence anywhere in the Project. The wrought iron fencing present around the patios behind all homes may not be removed and shall be maintained and repaired, nor may additional fencing be placed in or outside the wrought iron fence.

6.4 Maintenance of Lot. Subject to the provisions of this Declaration regarding Architectural Committee approval, each Owner shall at the Owner's sole cost and expense, maintain the Owner's Lot and residential structures, keeping same in neat, clean, safe, attractive, sanitary and orderly condition at all times and shall make all structural repairs as may be required.

6.5 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded official Plat.

6.6 Drainage. Each Owner of a Lot in the Project covenants and agrees not to interfere with or change the drainage patterns created or designated by approved plans for the Project.

6.7 Solar Easements. No Lot shall be improved or landscaped in any manner which interferes with the reasonable solar access of another Lot.

6.8 Residential Use. No Lot shall be occupied and used except for single family residential purposes by the Owners, purchasers, lessees, tenants, or guests, and no trade or business shall be conducted thereon.

6.9 Building Setbacks. Buildings shall be constructed and located on Lots as specified by all applicable City building and zoning laws and/or other state or municipal rules and regulations. Lot lines, as reflected in the recorded official Plat, are the outer limit of the walls of all homes, extending to the edge of each home's patio. Open space between and surrounding each Lot is Association Property upon which each Owner has an easement and the right to the common use and enjoyment.

6.10 Outbuildings. No outbuildings, basement, tent, shack, garage, trailer, camper, motor home or shed or temporary building of any kind shall be used as a residence, either temporarily or permanently anywhere within the Project.

6.11 Nuisances. No noxious, illegal, or offensive activities shall be carried on, on any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each

of the Owners of his respective Lots, or which shall in any way increase the rate of insurance for the Project or for any other Lot, or cause any insurance policy to be cancelled or cause a refusal to renew the same.

6.12 Antennas. No Owner shall install or cause to be installed any T.V. or radio antenna or satellite dish or other similar receiving or broadcasting device larger than 36 inches in diameter on any portion of the exterior of any residential structure in the Project unless otherwise approved by the Architectural Committee.

6.13 Signs. No sign shall be displayed to the public view on or from any Lot in the Project, except reasonable "For Sale" or "For Lease" signs not to exceed five (5) square feet.

The Association shall not prohibit an Owner from displaying a flag of the United States within the physical boundaries of the Owner's Lot. The Association may however, otherwise reasonably restrict the placement and manner of display of the flag of the United States by an Owner.

6.14 Vehicles. No vehicle, automobile, van, motor home, recreational vehicle, motorcycle, truck, boat, camper, trailer, or other wheeled or non-wheeled conveyance may be on a Lot, except in the garage or driveway leading to the garage. A motor home, recreational vehicle or boat may only occupy the driveway leading to the garage for forty-eight (48) hours prior to or after a trip.

6.15 Animals. No animals of any kind shall be raised, bred or kept on any Lot in the Project except that an Owner may keep ordinary household pets, subject to all local ordinances. Provided, however, that said pets shall not be kept or bred for commercial purposes. All dogs shall be kept on a leash when on any portion of the Project, except within its Owner's Lot.

6.16 Rubbish. All rubbish, trash, garbage and other waste shall be regularly removed from the Project by a garbage removal service, at each Owner's cost, and shall not be allowed to accumulate thereon. Rubbish, trash, garbage and other waste shall be kept in sanitary containers. All equipment, woodpiles, or storage piles shall be kept screened and concealed from view of other Lots, streets and the Common Area, except for the scheduled day for trash pick-up. Garbage cans must be stored in the garage unless they are bear proof. Bear proof garbage cans may be stored along the side of buildings behind a fence that conceals them from the view of other lots, streets and Common Area.

6.17 Drilling. No oil drilling, oil development, nor oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any Lot or to a depth of five hundred (500) feet below the surface. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

6.18 Clothes Lines. No exterior clothes lines shall be erected or maintained nor shall there be any outside laundering or drying of clothes.

6.19 Window Cover. No window coverings, other than curtains and drapes, shutters, or blinds of a neutral or unobtrusive color may be installed. No window shall be covered with aluminum foil or similar material.

6.20 Compliance With Governing Documents. Each Owner, contract purchaser, lessee, tenant, guest, invitee, or other occupant of a Lot or user of the Common Area shall comply with the provisions of the Governing Documents.

6.21 No Warranty of Enforceability. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive-covenants shall assume all risks of the validity and enforceability thereof.

ARTICLE VII

ARCHITECTURAL COMMITTEE

7.1 Architectural Approval. No building, fence, wall or other structure shall be erected or altered upon any Lot of the Project, nor shall any exterior addition to or other exterior alteration of a Residential Structure (including but not limited to patio covers) be made until all applicable County building and zoning laws and/or other state or municipal rules and regulations have been satisfied, and the plans and specifications showing the nature, kind, color, shape, dimensions, materials and location of the same have been submitted to and approved in writing as to harmony and external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Paragraph 7.2 hereof. In the event said Committee, or its designated representatives, fails to approve or disapprove such plans and specifications in writing within forty-five (45) days after said plans and specifications have been submitted to it, approval by said Committee will not be required.

7.2 Architectural Committee. The Committee is hereby authorized with the rights and power set forth herein. It shall consist of three (3) members. The Board shall elect the Committee by a majority vote and the Committee members shall serve for terms as shall be decided by the Board. In the event of a vacancy, the Board shall replace such vacancy for the unexpired term. The Board will adopt by resolution, from time to time, a procedure for selecting the Committee.

7.3 The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of its members shall constitute an act by the Architectural Committee.

7.4 The Committee will require a preliminary and a final review of any improvement plans, either initially or upon remodeling, additions, change of paint schemes, or additional remodeled or new uses of the property, whether or not a building permit is required.

7.5 The establishment of the Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions of Owner to maintain, repair, alter or modify or otherwise have control over the Lots as may otherwise be specified in this Declaration.

7.6 The Committee, at its preliminary review, will receive plans from an Owner. The plans need not be architectural or working drawings, but must set forth the intentions of the Owner. The committee will make comments on and give preliminary approval to the preliminary plans.

7.7 Prior to any act of construction, improvement or change of scheme, final plans will be submitted for review and approval by the Committee. Comments and approval or denial will be granted pursuant to the final plans as submitted. No construction shall take place without the written approval of the Committee. If a request is denied by the Architectural Committee the homeowner has 30 calendar days beginning with the day the Association or its Manager notifies the homeowner of the denial, to appeal in writing to the Association or its Manager, as the case may be, for Homeowner Association Board review and possible reversal of the denial. The Board shall within 45 calendar days after receipt from an Owner, of the Committee's decision, notify the Owner of the time, date, and place of a hearing to review the decision of the Board. Until such time as an appeal is resolved, no work is to be performed. Any Board member who is also a member of the Architectural Committee will recuse themselves from hearing any appeal.

7.8 In the event an Owner proceeds with a change in paint scheme, remodel, new or additional construction without the final approval of the Committee, Owner agrees that either the Association, the Committee or any other Owner in the Project may bring suit to restrain, or prevent the activity, or restore the premises as against the Owner, and shall be entitled to recovery of reasonable costs and attorney's fees.

7.9 In addition to Plan Review, the Committee is granted legal authority to enforce Lot maintenance on empty Lots. After notice to the Owner of a nuisance, the Committee is authorized, among its other remedies, to expend the necessary funds to abate the nuisance and to bill and recover from the Owner the cost plus any other charges or expenses incurred.

7.10 Non-Liability For Approval of Plans. Plans and specifications are not approved for engineering design, and by approval of such plans and specifications, neither the Committee, the members thereof, nor Board assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

7.11 Reconstruction After Destruction. The reconstruction after destruction by casualty or otherwise of any Improvements shall be accomplished in compliance with the provision of this Article.

7.12 Subterranean Improvements. No Improvement which will extend beneath the surface of the ground for a distance of more than twenty-four (24) inches shall be commenced unless plans and specifications therefor have been approved by the Committee. Without limiting

the generality of the foregoing, the Committee shall not approve plans or specifications for any such subterranean improvement which interferes with drainage unless adequate provisions have been made to relocate the drainage flow to the satisfaction of the committee.

7.13 Landscaping. No Owner shall be solely responsible for nor shall he or she endeavor to maintain any landscaping in the Project, all of which is part of Association Property or Common Area and is the sole responsibility of the Association. The Association shall maintain all landscaping in the Project and the costs therefore shall be included in the Association's budgets, which forms the basis for Common Assessments to the Owners.

7.14 Right to Lease, Rent. Nothing in this Declaration shall prevent an Owner from leasing or renting the Owner's Lot. However, any lease or rental agreement shall be in writing and be expressly subject to the Governing Documents and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. In addition, no Lot may be leased or rented for a period of less than thirty (30) days.

7.15 Plans shall be submitted for architectural review to the Association's Manager at the Office of the Manager, if a Manager has been hired by the Board. If no Manager has been hired, Plans shall be submitted to the President of the Association.

ARTICLE VIII

AMENDMENT

8.1 This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative vote or written assent of the Owners of at least seventy-five percent (75%) of the Lots in the Project. In determining the number of votes that may be cast hereunder, it shall be understood that if more than one person holds an interest in any Lot in the Project, the vote for such Lot shall be exercised as they among themselves determined, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IX

MISCELLANEOUS

9.1 Duration of Declaration. Each of the provisions contained in this Declaration shall run with the land and continue and remain in full force and effect in perpetuity unless a Declaration of Termination meeting the requirements of an amendment to this Declaration as set forth in Article VIII hereof has been recorded.

9.2 Effect of Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title estate, right or interest to effectuate any provision of this Declaration:

(a) Shall be deemed incorporated in each Deed or other instrument by which any right title or interest in the Property or in any Lot is granted, devised or conveyed, whether or not set forth or referred to in such Deed or other instrument;

(b) Shall, by virtue of acceptance of any right, title or interest in the Property or in any Lot by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns to, with and for the benefit of the Association and with and for the benefit of any other Owner; and

(c) Shall be deemed a covenant, obligation and restriction secured by a lien in favor of the Association, burdening and encumbering the title to the Property and each Lot in favor of the Association.

9.3 Enforcement and Remedies. In addition to any other remedies herein provided each provision of this Declaration with respect to an Owner or the Lot of an Owner may be enforced by the Association, or any Owner by proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover from the losing party any costs and expenses in connection therewith, including reasonable attorneys' fees.

9.4 Protection of Encumbrances. Notwithstanding any other provision hereof, no amendment, violation, breach of, or failure to comply with any provision of this Declaration, and no action to enforce any such provision, shall affect, defeat, render invalid or impair the lien of any Mortgage, Deed of Trust or other lien on any Lot taken in good faith and for value and recorded prior to the time of recording of notice of such amendment, violation, breach or failure to comply. Any subsequent Owner of such Lot shall, however, take subject to this Declaration, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

9.5 Construction. The provisions of this Declaration shall be liberally construed to promote and effectuate the purposes of the Association as set forth in this Declaration, and no provision hereof shall be construed to excuse any person from observing any law or regulation of any governmental body having jurisdiction over the Property. The provisions of this Declaration shall be construed and governed by the laws of the State of Nevada.

9.6 Non-Avoidance. No Owner through non-use or abandonment of his or her Lot may avoid the burdens imposed on him or her by this Declaration.

9.7 Limited Liability. Neither the Association, any Member of the Board of Directors of the Association, any officer of the Association, nor any Committee representative, shall be liable to any Owner or other person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith. The Association shall indemnify every present and former officer and Director of the Association and every present and former

committee representative against all liabilities incurred as a result of holding such office, to the full extent permitted by law.

9.8 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Association, Declarant, each Owner and their respective heirs, personal representatives, successors and assigns.

9.9 Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid or enforceable part of a provision of this Declaration.

9.10 Statutory References. All statutory references herein shall refer to the Nevada statute referenced, as amended from time to time.

9.11 Priorities and Inconsistencies. If there exists any conflict or inconsistency between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the terms and provisions of this Declaration shall prevail.

9.12 Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

9.13 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

9.14 Further Assurances. The Association and each Owner hereby agree to do such further acts and execute and deliver such further instruments as may reasonably be required to effectuate the intent of this Declaration.

9.15 Notices. Any notice, information or material required to be given hereunder shall be deemed furnished or delivered to a party at the time a copy thereof is deposited in the mail or at a telegraph office, postage or charges prepaid, addressed to the party, and in any event, when such party actually receives such notice, information or material. Any notice, information or material shall be deemed properly addressed to an Owner if it is addressed to the name and address shown on the most recent written notice of name and address, if any, furnished to the Association by such Owner or, if a name and address is not so furnished, if it is addressed to the Owner at the street address of a Lot owned by Owner. Notices, information and material required to be given hereunder to the Association, the Board or any committee shall be addressed to such entity care of the Association at the main office of the Association Manager.

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IN WITNESS WHEREOF, the Declarant has hereunto caused these presents to be executed.

MOUNTAIN MEADOW ESTATES, LLC,
a Nevada limited liability company

By: CARTER HILL HOMES, LLC,
a Nevada limited liability company,
its Managing Member

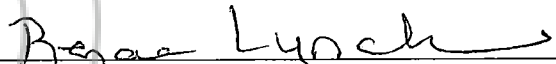
By:



BRANDON HILL, Manager

STATE OF NEVADA)
) : ss.
COUNTY OF Douglas)

On May 26, 2021, personally appeared before me, a notary public, BRANDON HILL, who acknowledged to me that he is a Manager of CARTER HILL HOMES, LLC., a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing Declaration of Covenants, Conditions and Restrictions for said company, on behalf of the Declarant.



NOTARY PUBLIC

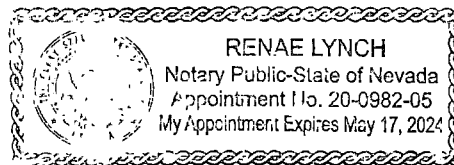
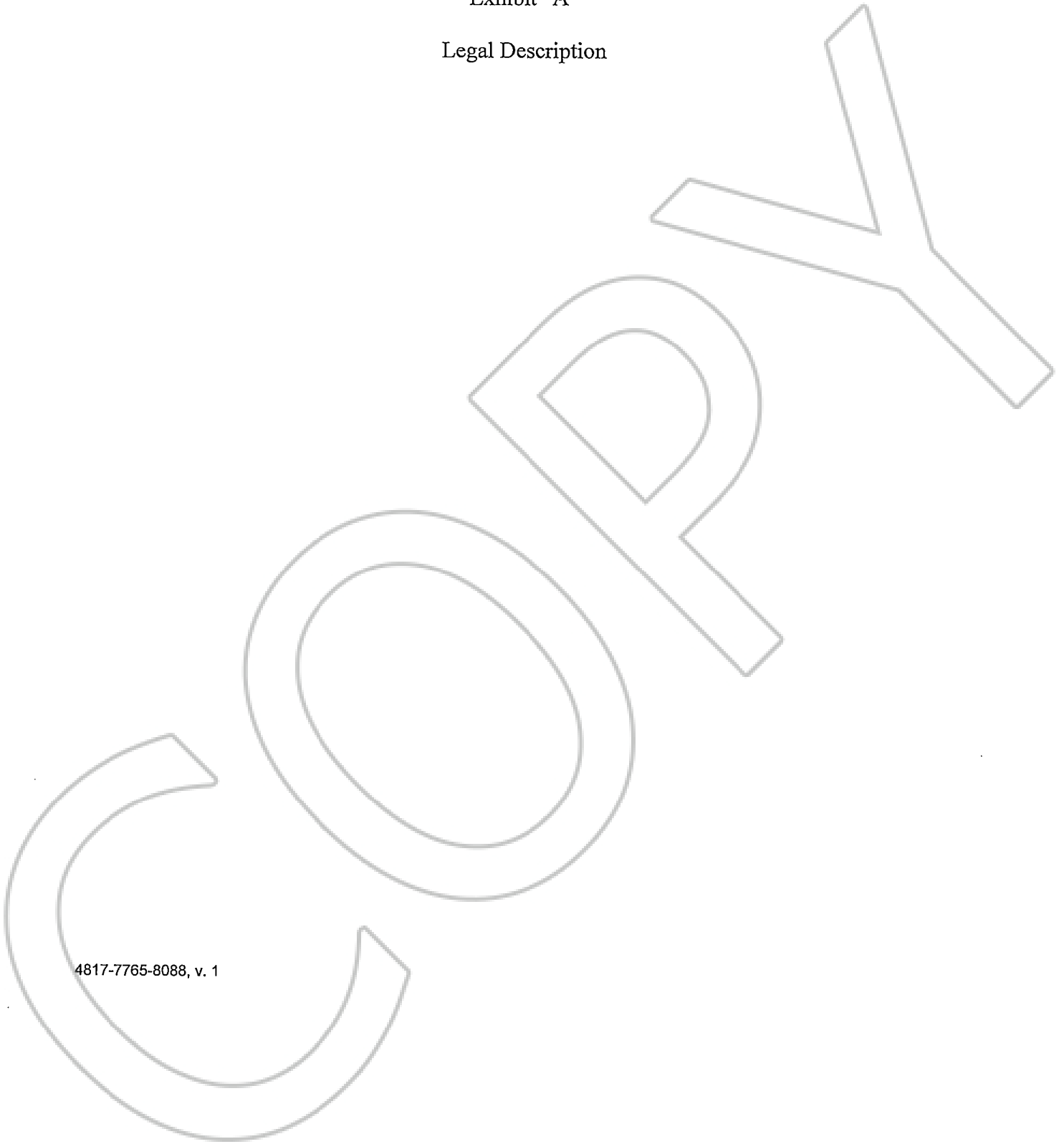


Exhibit "A"
Legal Description



4817-7765-8088, v. 1

**DESCRIPTION
MOUNTAIN MEADOW ESTATES
(APN 1419-26-301-008)**

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

Adjusted Parcel 14B2 as shown on the Record of Survey to Support a Boundary Line Adjustment for MDA Enterprises, Inc. & Genoa Share, LLC filed for record March 21, 2012 in the office of Recorder, Douglas County, Nevada as Document No. 799211, more particularly described as follows:

COMMENCING at the northwesterly corner of Parcel 14B2 as shown on the Parcel Map for Incomparable Holding Company, LLC et al filed for record June 27, 2008 in said office of Recorder as Document No. 725868, the **POINT OF BEGINNING**;

thence along the boundary of said Parcel 14B2, the following courses:

North 66°25'02" East, 41.10 feet;

Along the arc of a curve to the right having a radius of 450.00 feet, central angle of 76°33'39", arc length of 601.31 feet, and chord bearing and distance of South 75°48'08" East, 557.56 feet;

South 37°01'19" East, 317.88 feet;

Along the arc of a curve to the left having a radius of 345.00 feet, central angle of 28°36'31", arc length of 172.26 feet, and chord bearing and distance of South 51°19'34" East, 170.48 feet;

South 24°23'07" West, 483.33 feet;

North 57°20'21" West, 212.04 feet;

North 59°14'14" West, 87.21 feet;

Along the arc of a curve to the right having a radius of 125.00 feet, central angle of 21°57'15", arc length of 47.90 feet, and chord bearing and distance of North 48°15'37" West, 47.60 feet;

thence leaving said boundary of Parcel 14B2, North 49°18'29" West, 90.00 feet;

thence South 76°49'18" West, 154.00 feet;

thence South 57°12'32" West, 550.00 feet;

thence North 61°20'53" West, 159.11 feet;

thence North 23°00'06" East, 843.10 feet to a point on said boundary of Parcel

14B2;

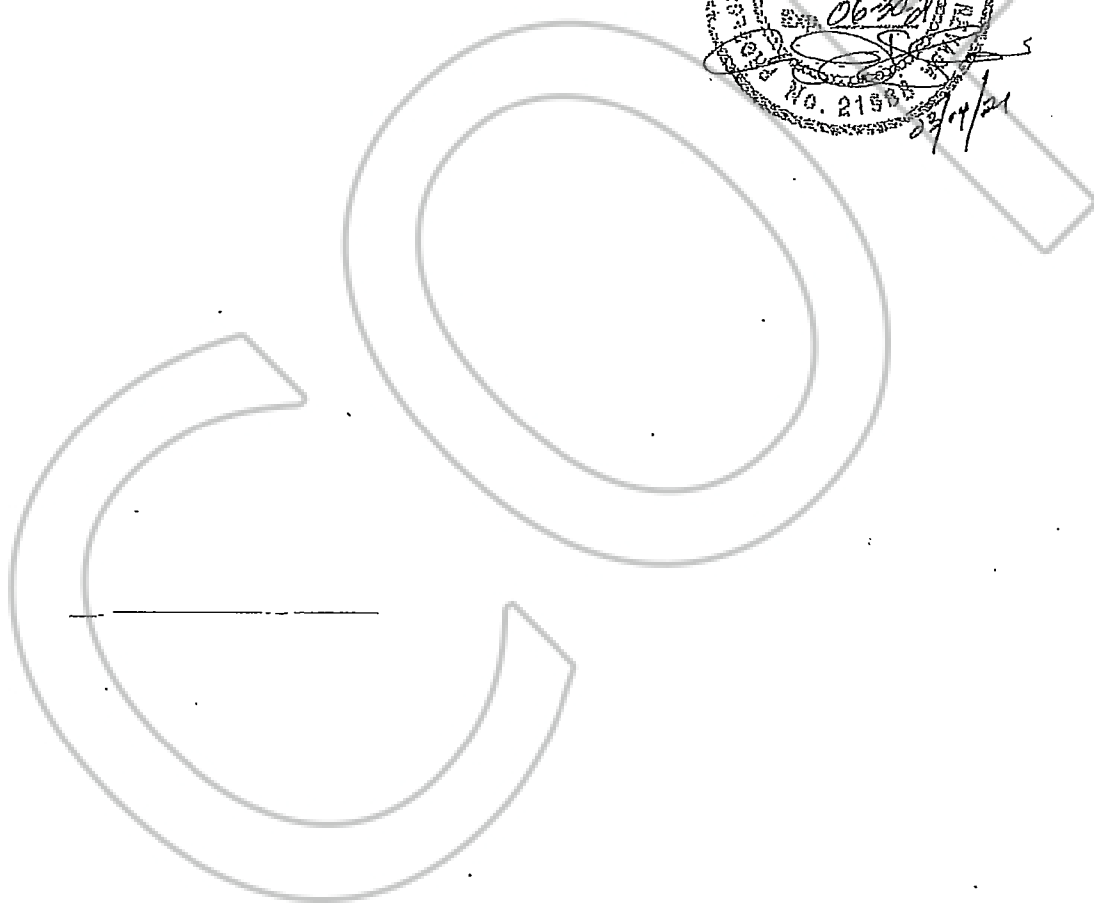
thence along said boundary of Parcel 14B2, North 26°23'05" East, 175.00 feet to the **POINT OF BEGINNING**, containing 17.96 acres, more or less.

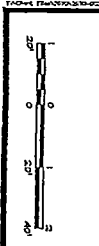
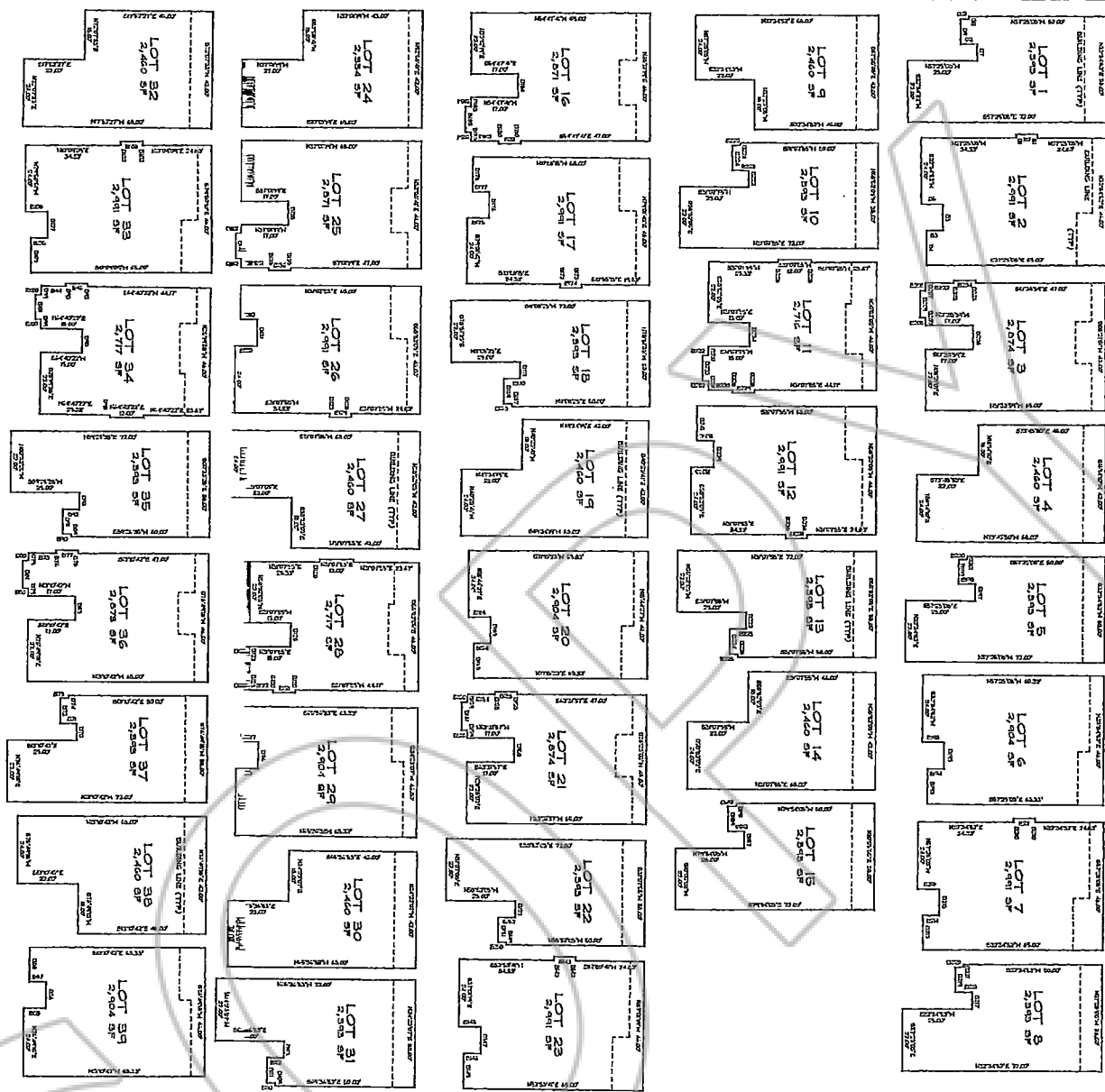
The Basis of Bearing of this description is North 89°23'01" East, the north line of the

2670-002
03/03/2021
Page 2 of 2

Northeast one-quarter of Section 26, T.14N., R.19E., M.D.M. as shown on the Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, MDA Enterprises, Inc. and Four Creeks Visalia, L.P. filed for record June 2, 2007 in said office of Recorder as Document No. 702844.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Cory J. Kleine, P.L.S. 21988
P.O. Box 2229
Minden, Nevada 89423



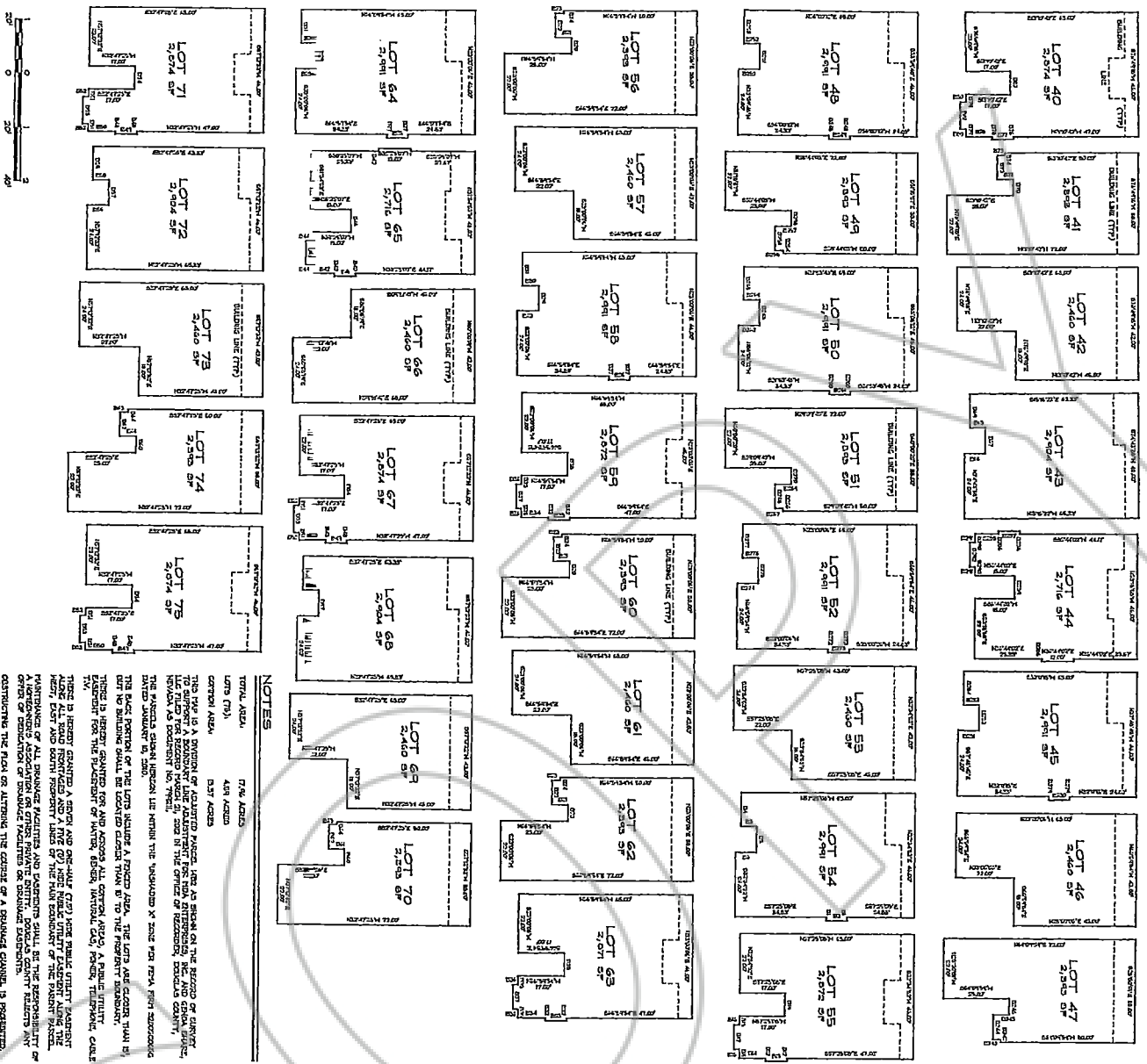


R/O Anderson
 REALTOR
 1000 S. MAIN ST. SUITE 100
 DENVER, CO 80202
 303.733.1234



SCALE: 1" = 20'
FINAL SUBDIVISION MAP
 A PLANNED
 DEVELOPMENT
 OF 16-0201
 FOR
MOUNTAIN MEADOW ESTATES
 LOCATED WITHIN A PORTION OF
 SECTION 36
 T16N R09E
 S01E
 DENVER COUNTY, NEVADA

LINE TABLE		LINE TABLE		LINE TABLE		LINE TABLE	
LINE NO.	DESCRIPTION	LINE NO.	DESCRIPTION	LINE NO.	DESCRIPTION	LINE NO.	DESCRIPTION
1	SECTION CORNER	101	SECTION CORNER	201	SECTION CORNER	301	SECTION CORNER
2	SECTION CORNER	102	SECTION CORNER	202	SECTION CORNER	302	SECTION CORNER
3	SECTION CORNER	103	SECTION CORNER	203	SECTION CORNER	303	SECTION CORNER
4	SECTION CORNER	104	SECTION CORNER	204	SECTION CORNER	304	SECTION CORNER
5	SECTION CORNER	105	SECTION CORNER	205	SECTION CORNER	305	SECTION CORNER
6	SECTION CORNER	106	SECTION CORNER	206	SECTION CORNER	306	SECTION CORNER
7	SECTION CORNER	107	SECTION CORNER	207	SECTION CORNER	307	SECTION CORNER
8	SECTION CORNER	108	SECTION CORNER	208	SECTION CORNER	308	SECTION CORNER
9	SECTION CORNER	109	SECTION CORNER	209	SECTION CORNER	309	SECTION CORNER
10	SECTION CORNER	110	SECTION CORNER	210	SECTION CORNER	310	SECTION CORNER
11	SECTION CORNER	111	SECTION CORNER	211	SECTION CORNER	311	SECTION CORNER
12	SECTION CORNER	112	SECTION CORNER	212	SECTION CORNER	312	SECTION CORNER
13	SECTION CORNER	113	SECTION CORNER	213	SECTION CORNER	313	SECTION CORNER
14	SECTION CORNER	114	SECTION CORNER	214	SECTION CORNER	314	SECTION CORNER
15	SECTION CORNER	115	SECTION CORNER	215	SECTION CORNER	315	SECTION CORNER
16	SECTION CORNER	116	SECTION CORNER	216	SECTION CORNER	316	SECTION CORNER
17	SECTION CORNER	117	SECTION CORNER	217	SECTION CORNER	317	SECTION CORNER
18	SECTION CORNER	118	SECTION CORNER	218	SECTION CORNER	318	SECTION CORNER
19	SECTION CORNER	119	SECTION CORNER	219	SECTION CORNER	319	SECTION CORNER
20	SECTION CORNER	120	SECTION CORNER	220	SECTION CORNER	320	SECTION CORNER
21	SECTION CORNER	121	SECTION CORNER	221	SECTION CORNER	321	SECTION CORNER
22	SECTION CORNER	122	SECTION CORNER	222	SECTION CORNER	322	SECTION CORNER
23	SECTION CORNER	123	SECTION CORNER	223	SECTION CORNER	323	SECTION CORNER
24	SECTION CORNER	124	SECTION CORNER	224	SECTION CORNER	324	SECTION CORNER
25	SECTION CORNER	125	SECTION CORNER	225	SECTION CORNER	325	SECTION CORNER
26	SECTION CORNER	126	SECTION CORNER	226	SECTION CORNER	326	SECTION CORNER
27	SECTION CORNER	127	SECTION CORNER	227	SECTION CORNER	327	SECTION CORNER
28	SECTION CORNER	128	SECTION CORNER	228	SECTION CORNER	328	SECTION CORNER
29	SECTION CORNER	129	SECTION CORNER	229	SECTION CORNER	329	SECTION CORNER
30	SECTION CORNER	130	SECTION CORNER	230	SECTION CORNER	330	SECTION CORNER
31	SECTION CORNER	131	SECTION CORNER	231	SECTION CORNER	331	SECTION CORNER
32	SECTION CORNER	132	SECTION CORNER	232	SECTION CORNER	332	SECTION CORNER
33	SECTION CORNER	133	SECTION CORNER	233	SECTION CORNER	333	SECTION CORNER
34	SECTION CORNER	134	SECTION CORNER	234	SECTION CORNER	334	SECTION CORNER
35	SECTION CORNER	135	SECTION CORNER	235	SECTION CORNER	335	SECTION CORNER
36	SECTION CORNER	136	SECTION CORNER	236	SECTION CORNER	336	SECTION CORNER
37	SECTION CORNER	137	SECTION CORNER	237	SECTION CORNER	337	SECTION CORNER
38	SECTION CORNER	138	SECTION CORNER	238	SECTION CORNER	338	SECTION CORNER
39	SECTION CORNER	139	SECTION CORNER	239	SECTION CORNER	339	SECTION CORNER
40	SECTION CORNER	140	SECTION CORNER	240	SECTION CORNER	340	SECTION CORNER
41	SECTION CORNER	141	SECTION CORNER	241	SECTION CORNER	341	SECTION CORNER
42	SECTION CORNER	142	SECTION CORNER	242	SECTION CORNER	342	SECTION CORNER
43	SECTION CORNER	143	SECTION CORNER	243	SECTION CORNER	343	SECTION CORNER
44	SECTION CORNER	144	SECTION CORNER	244	SECTION CORNER	344	SECTION CORNER
45	SECTION CORNER	145	SECTION CORNER	245	SECTION CORNER	345	SECTION CORNER
46	SECTION CORNER	146	SECTION CORNER	246	SECTION CORNER	346	SECTION CORNER
47	SECTION CORNER	147	SECTION CORNER	247	SECTION CORNER	347	SECTION CORNER
48	SECTION CORNER	148	SECTION CORNER	248	SECTION CORNER	348	SECTION CORNER
49	SECTION CORNER	149	SECTION CORNER	249	SECTION CORNER	349	SECTION CORNER
50	SECTION CORNER	150	SECTION CORNER	250	SECTION CORNER	350	SECTION CORNER



NOTES

THIS PLAN IS A SUBDIVISION OF LANDS OWNED BY THE STATE OF NEVADA, TO BE USED AS A RESIDENTIAL UNIT DEVELOPMENT FOR THE CITY OF DOUGLAS COUNTY, NEVADA. THE CITY OF DOUGLAS COUNTY HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, CHAPTER 204, NRS. THE CITY OF DOUGLAS COUNTY HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, CHAPTER 204, NRS. THE CITY OF DOUGLAS COUNTY HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, CHAPTER 204, NRS.

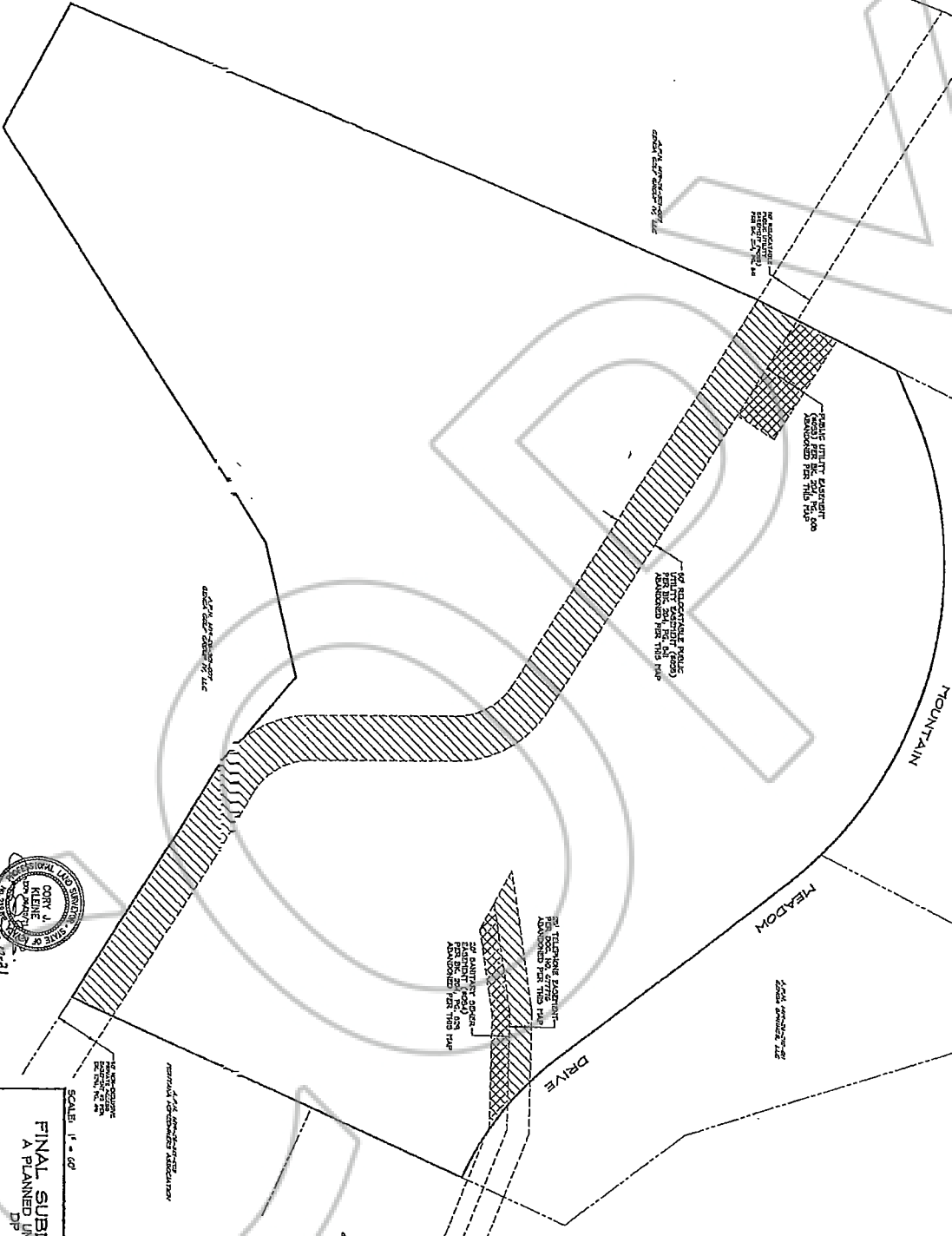
LINE TABLE	LINE TABLE	LINE TABLE	LINE TABLE
1. LOT 40	1. LOT 40	1. LOT 40	1. LOT 40
2. LOT 41	2. LOT 41	2. LOT 41	2. LOT 41
3. LOT 42	3. LOT 42	3. LOT 42	3. LOT 42
4. LOT 43	4. LOT 43	4. LOT 43	4. LOT 43
5. LOT 44	5. LOT 44	5. LOT 44	5. LOT 44
6. LOT 45	6. LOT 45	6. LOT 45	6. LOT 45
7. LOT 46	7. LOT 46	7. LOT 46	7. LOT 46
8. LOT 47	8. LOT 47	8. LOT 47	8. LOT 47
9. LOT 48	9. LOT 48	9. LOT 48	9. LOT 48
10. LOT 49	10. LOT 49	10. LOT 49	10. LOT 49
11. LOT 50	11. LOT 50	11. LOT 50	11. LOT 50
12. LOT 51	12. LOT 51	12. LOT 51	12. LOT 51
13. LOT 52	13. LOT 52	13. LOT 52	13. LOT 52
14. LOT 53	14. LOT 53	14. LOT 53	14. LOT 53
15. LOT 54	15. LOT 54	15. LOT 54	15. LOT 54
16. LOT 55	16. LOT 55	16. LOT 55	16. LOT 55
17. LOT 56	17. LOT 56	17. LOT 56	17. LOT 56
18. LOT 57	18. LOT 57	18. LOT 57	18. LOT 57
19. LOT 58	19. LOT 58	19. LOT 58	19. LOT 58
20. LOT 59	20. LOT 59	20. LOT 59	20. LOT 59
21. LOT 60	21. LOT 60	21. LOT 60	21. LOT 60
22. LOT 61	22. LOT 61	22. LOT 61	22. LOT 61
23. LOT 62	23. LOT 62	23. LOT 62	23. LOT 62
24. LOT 63	24. LOT 63	24. LOT 63	24. LOT 63
25. LOT 64	25. LOT 64	25. LOT 64	25. LOT 64
26. LOT 65	26. LOT 65	26. LOT 65	26. LOT 65
27. LOT 66	27. LOT 66	27. LOT 66	27. LOT 66
28. LOT 67	28. LOT 67	28. LOT 67	28. LOT 67
29. LOT 68	29. LOT 68	29. LOT 68	29. LOT 68
30. LOT 69	30. LOT 69	30. LOT 69	30. LOT 69
31. LOT 70	31. LOT 70	31. LOT 70	31. LOT 70



R/O Anderson
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF NEVADA
 LICENSE NO. 10000
 03/17/21

FINAL SUBDIVISION MAP
 A PLANNED UNIT DEVELOPMENT
 DP 18-0201
 FOR
MOUNTAIN MEADOW ESTATES
 LOCATED WITHIN A PORTION OF
 SECTION 26, T14N, R10E, N.D.14,
 DOUGLAS COUNTY, NEVADA

SCALE: 1" = 60'



Rio Anderson
 Surveyor
 12345 Main Street
 Reno, NV 89501
 Phone: (775) 784-1234
 Fax: (775) 784-5678

FINAL SUBDIVISION MAP
 A PLANNED UNIT DEVELOPMENT
 DP 18-0201
 FOR
 MOUNTAIN MEADOW ESTATES

LOCATED WITHIN A PORTION OF
 SECTION 26, T14N, R10E, M.D.M.,
 DOUGLAS COUNTY, NEVADA

SCALE: 1" = 60' SHEET 8 OF 5